

37 QB/B



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

Jeffrey A. Meyers  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
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Christine Tappan  
Associate Commissioner

May 3, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to exercise renewal options with the vendors listed in the table below for the provision of evidenced informed substance misuse prevention direct services to youth and their parents/caregivers by increasing the price limitation by \$1,638,654 from \$1,031,598 to an amount not to exceed \$2,670,252 and extending the completion from June 30, 2018 to June 30, 2020 effective upon Governor and Executive Council approval. 100% Other Funds.

Vendor	Vendor Number	Area Served	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget	G&C Approval
Boys and Girls Club of Greater Salem	160066	Salem, Nashua & Sougehan Valley	\$220,892	\$432,976	\$653,868	O: 08/23/17 #20
North Country Education Services	154707	Northern Grafton & COOS County	\$175,000	\$344,130	\$519,130	O: 08/23/17 #20
New Hampshire Teen Institute	166624	Statewide	\$327,802	\$431,310	\$759,112	O: 06/21/17 Late Item B
The Upper Room	246053	Rockingham County & Surrounding Communities	\$126,855	\$174,218	\$301,073	O: 06/21/17 Late Item B
The Youth Council	154886	Nashua North & Nashua South High Schools	\$181,049	\$256,020	\$437,069	O: 06/21/17 Late Item B

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

**05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

Fiscal Year	Class	Title	Current Budget	Increased (Decreased) Amount	Amount
2017	102-500731	Contracts for Program Services	\$194,658	\$0.00	\$194,658
		<b>Sub-Total:</b>	<b>\$194,658</b>	<b>\$0</b>	<b>\$194,658</b>

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

Fiscal Year	Class	Title	Current Budget	Increased (Decreased) Amount	Amount
2018	102-500731	Contracts for Program Services	\$836,940	\$0.00	\$836,940
2019	102-500731	Contracts for Program Services	\$0.00	\$819,327	\$819,327
2020	102-500731	Contracts for Program Services	\$0.00	\$819,327	\$819,327
		<b>Sub-Total:</b>	<b>\$836,940</b>	<b>\$1,638,654</b>	<b>\$2,475,594</b>
		<b>Grand Total:</b>	<b>\$1,031,598</b>	<b>\$1,638,654</b>	<b>\$2,670,252</b>

**See Fiscal Details for Distribution of Funds**

**EXPLANATION**

The purpose of this request is to exercise a renewal options in the agreements with the vendors listed in the above table to continue providing substance misuse prevention direct services to youth and related programming for their parents/caregivers. Targets for this program include youth between ten (10) and twenty (20) years of age who are at risk of engaging in the misuse of alcohol and illicit use of drugs. Risk factors include youth experiencing poor academic performance or behavioral problems at school or that have dropped out of school, that are involved with the juvenile justice system, as well as children whose parents/caregivers are engaged in the active misuse of alcohol and or illicit drugs.

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

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

The Department is satisfied with the program outcomes of the services provided by these five vendors. Collectively, in the first three quarters of the fiscal year they have served 2,586 in a variety of evidenced-based programming and provided prevention education to 1,758 parents and caregivers. Youth participating in the programs have stated they have an increase knowledge in knowing they have a trustworthy adult they can turn to for advice if they were having a problem, an increased sense of mastery over their emotions and have learned healthy coping skills to deal with stress, and an increase in their sense of confidence and satisfaction with who they are a person.

The reports from the providers are attached. As such, the Department is requesting to exercise the renewal option available in Exhibit C-1, Revisions to General Provisions, paragraph 3 of each of the agreements for two (2) additional years.”

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

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

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

Area Served: Statewide

Source of Funds: 100% Other Funds

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

Respectfully submitted,



Thomas Pristow  
Deputy Commissioner



Approved by:

Jeffrey A. Meyers  
Commissioner

Attachment A  
Financial Details

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

New Hampshire Teen Institute V#166624

PO #1056422

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2017	102-500734	Contracts for Prog Svc	\$107,744	\$0	\$107,744
<b>Sub-total</b>			\$107,744	\$0	\$107,744

The Upper Room V#174210

PO #1057461

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2017	102-500734	Contracts for Prog Svc	\$36,811	\$0	\$36,811
<b>Sub-total</b>			\$36,811	\$0	\$36,811

The Youth Council V#154886

PO #1056421

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2017	102-500734	Contracts for Prog Svc	\$50,103	\$0	\$50,103
<b>Sub-total</b>			\$50,103	\$0	\$50,103
<b>Total SFY17</b>			\$194,658	\$0	\$194,658

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Boys & Girls Club of Greater Salem V#160066

PO #1058002

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$220,892	\$0	\$220,892
2019	102-500734	Contracts for Prog Svc	\$0	\$216,488	\$216,488
2020	102-500734	Contracts for Prog Svc	\$0	\$216,488	\$216,488
<b>Sub-total</b>			\$220,892	\$432,976	\$653,868

New Hampshire Teen Institute V#166624

PO #1056422

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$220,058	\$0	\$220,058
2019	102-500734	Contracts for Prog Svc	\$0	\$215,655	\$215,655
2020	102-500734	Contracts for Prog Svc	\$0	\$215,655	\$215,655
<b>Sub-total</b>			\$220,058	\$431,310	\$651,368

North Country Education Services V#154707

PO #1058007

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$175,000	\$0	\$175,000
2019	102-500734	Contracts for Prog Svc	\$0	\$172,065	\$172,065
2020	102-500734	Contracts for Prog Svc	\$0	\$172,065	\$172,065
<b>Sub-total</b>			\$175,000	\$344,130	\$519,130

The Upper Room V#174210

PO #1057461

Attachment A  
Financial Details

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$90,044	\$0	\$90,044
2019	102-500734	Contracts for Prog Svc	\$0	\$87,109	\$87,109
2020	102-500734	Contracts for Prog Svc	\$0	\$87,109	\$87,109
<b>Sub-total</b>			<b>\$90,044</b>	<b>\$174,218</b>	<b>\$264,262</b>

The Youth Council V#154886

PO #1056421

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$130,946	\$0	\$130,946
2019	102-500734	Contracts for Prog Svc	\$0	\$128,010	\$128,010
2020	102-500734	Contracts for Prog Svc	\$0	\$128,010	\$128,010
<b>Sub-total</b>			<b>\$130,946</b>	<b>\$256,020</b>	<b>\$386,966</b>
<b>Total SFY18</b>			<b>\$836,940</b>	<b>\$0</b>	<b>\$836,940</b>
<b>Total SFY19</b>			<b>\$0</b>	<b>\$819,327</b>	<b>\$819,327</b>
<b>Total SFY20</b>			<b>\$0</b>	<b>\$819,327</b>	<b>\$819,327</b>

<b>Grand Total</b>			<b>\$1,031,598</b>	<b>\$1,638,654</b>	<b>\$2,670,252</b>
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Boys & Girls Club of Greater Salem V#160066	PO #1058002	\$220,892	\$432,976	\$653,868
New Hampshire Teen Institute V#166624	PO #1056422	\$327,802	\$431,310	\$759,112
North Country Education Services V#154707	PO #1058007	\$175,000	\$344,130	\$519,130
The Upper Room V#174210	PO #1057461	\$126,855	\$174,218	\$301,073
The Youth Council V#154886	PO #1056421	\$181,049	\$256,020	\$437,069
<b>Total by Agency</b>		<b>\$1,031,598</b>	<b>\$1,638,654</b>	<b>\$2,670,252</b>

Prevention Direct Services  
Governor's Commission on Alcohol and other Drug Prevention, Treatment and Recovery Funded  
Programs.

June 23, 2017-March 30, 2018

\*Due to contractual delays these programs did not go into contract until June 23rd

Measurable Outcomes	# Served
# of youth enrolled in Direct Prevention Services	2586
# of parents enrolled in a Prevention Education Curriculum	1758
# of students who participate in a skill building workshop to reduce risks and increase awareness	2132
# of students who were referred for community based behavioral health supports or crisis intervention	781
# of community based activities to raise awareness of behavioral health issues facing adolescents	22 activities

Narrative-Although the contracts were delayed for a variety of reasons all of the vendors with the exception of The Youth Council had immediate capacity to deliver the services associated with their evidenced-informed programs. Attached to this report is a list of the vendors and their evidenced informed programs.

It must be noted that although The Youth Council did not provide immediate services they were quickly were able to hire staff for Nashua North and South High School and were able to begin services in October of 2017.

Currently, each vendor has their own evaluation process but the NH Bureau of Drug and Alcohol Services (BDAS) has asked to incorporate the vendors to incorporate the following measures into all of the vendor's evaluation procedures:

- Participants have increase knowledge in knowing they have a trustworthy adult they can turn to for advice if they were having a problem; (93% of participants answered yes to this question)
- Participates have an increased sense of mastery over their emotions and have learned healthy coping skills to deal with stress; (89% of participants answered yes to this question)
- Participants have an increase in their sense of confidence and satisfaction with who they are a person. (91% of participants answered yes to this question)

In SFY '19 BDAS will be working with a contracted evaluation vendor to standardize a parent/caregiver survey and will be developing key informant interviews and focus groups with participants and parents/caregivers to better measure the impact of these programs.





**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Misuse Prevention Direct Services Contract**

This 1<sup>st</sup> Amendment to the Substance Misuse Prevention Direct Services contract (hereinafter referred to as "Amendment #1") dated this 5<sup>th</sup> day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Boys and Girls Club of Greater Salem Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 3 Geremonty Drive, Salem, NH, 03079.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 23, 2017, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 4 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to exercise a renewal option for up two (2) years and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$653,868.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
5. Add Exhibit B-2 Budget – Amendment #1.
6. Add Exhibit B-3, Budget – Amendment #1.
7. Add Exhibit K, DHHS Information Security Requirements.




**New Hampshire Department of Health and Human Services  
Substance Misuse Prevention Direct Services Contract**

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


State of New Hampshire  
Department of Health and Human Services

5/10/18  
Date

  
\_\_\_\_\_  
Christine Tappan: T. Pappan  
Associate Commissioner: Dep Co


Boys and Girls Club of Greater Salem Inc.

4.24.18  
Date

  
\_\_\_\_\_  
Name: MARCUS ABRU  
Title: C. P. O.

**Acknowledgement of Contractor's signature:**

State of New Hampshire, County of Rockingham on April 24, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

  
\_\_\_\_\_  
Signature of Notary Public or Justice of the Peace

BETHANNY A. KEANE, Notary Public  
My Commission Expires December 3, 2019

Name and Title of Notary or Justice of the Peace

My Commission Expires: \_\_\_\_\_

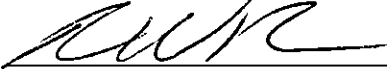
**New Hampshire Department of Health and Human Services  
Substance Misuse Prevention Direct Services Contract**



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

OFFICE OF THE ATTORNEY GENERAL

6/5/18  
Date

  
Name: *Rebecca W Ross*  
Title: *Senior Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

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


Bidder/Program Name: Boys & Girls Club of Greater Salem Inc (for Boys & Girls Clubs in NH)

Budget Request for:  
 Substance Misuse Prevention Direct Svcs

Budget Period: 7/1/2018 - 6/30/2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 135,000.00	\$ -	\$ 135,000.00	\$ -	\$ -	\$ -	\$ 135,000.00	\$ -	\$ 135,000.00
2. Employee Benefits	\$ 33,750.00	\$ -	\$ 33,750.00	\$ -	\$ -	\$ -	\$ 33,750.00	\$ -	\$ 33,750.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 2,600.00	\$ -	\$ 2,600.00	\$ -	\$ -	\$ -	\$ 2,600.00	\$ -	\$ 2,600.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 16,746.00	\$ -	\$ 16,746.00	\$ -	\$ -	\$ -	\$ 16,746.00	\$ -	\$ 16,746.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
6. Travel	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 5,030.00	\$ -	\$ 5,030.00	\$ -	\$ -	\$ -	\$ 5,030.00	\$ -	\$ 5,030.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ 16,362.00	\$ 16,362.00	\$ -	\$ -	\$ -	\$ -	\$ 16,362.00	\$ 16,362.00
Fiscal Agent - BGC Salem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 200,126.00	\$ 16,362.00	\$ 216,488.00	\$ -	\$ -	\$ -	\$ 200,126.00	\$ 16,362.00	\$ 216,488.00

Indirect As A Percent of Direct 8.2%

Contractor Initials   
 Date 4.24.18

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

Bidder/Program Name: Boys & Girls Club of Greater Salem Inc (for Boys & Girls Clubs in NH)

Budget Request for: Substance Misuse Prevention Direct Svcs

Budget Period: 7/1/2019 - 6/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 135,000.00	\$ -	\$ 135,000.00	\$ -	\$ -	\$ -	\$ 135,000.00	\$ -	\$ 135,000.00
2. Employee Benefits	\$ 33,750.00	\$ -	\$ 33,750.00	\$ -	\$ -	\$ -	\$ 33,750.00	\$ -	\$ 33,750.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 2,600.00	\$ -	\$ 2,600.00	\$ -	\$ -	\$ -	\$ 2,600.00	\$ -	\$ 2,600.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 16,746.00	\$ -	\$ 16,746.00	\$ -	\$ -	\$ -	\$ 16,746.00	\$ -	\$ 16,746.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
6. Travel	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 5,030.00	\$ -	\$ 5,030.00	\$ -	\$ -	\$ -	\$ 5,030.00	\$ -	\$ 5,030.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ 16,362.00	\$ 16,362.00	\$ -	\$ -	\$ -	\$ -	\$ 16,362.00	\$ 16,362.00
Fiscal Agent - BGC Salem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 200,126.00	\$ 16,362.00	\$ 216,488.00	\$ -	\$ -	\$ -	\$ 200,126.00	\$ 16,362.00	\$ 216,488.00

Indirect As A Percent of Direct

8.2%

Contractor Initials



Date 4.24.18



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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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



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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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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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Exhibit K

DHHS Information Security Requirements

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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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

A handwritten signature in black ink, appearing to be 'JL'.

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/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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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Exhibit K

**DHHS Information Security Requirements**

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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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

**DHHS Information Security Requirements**



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

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

**VI. PERSONS TO CONTACT**

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

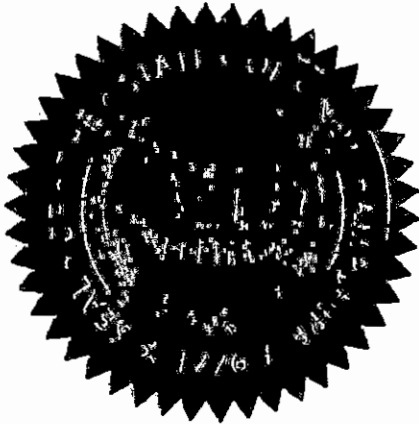
DHHSPrivacy.Officer@dhhs.nh.gov

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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 Boys and Girls Club of Greater Salem, Inc. is a New Hampshire nonprofit corporation formed February 1, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7<sup>th</sup> day of March, A.D. 2016

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Boys & Girls Club of Greater Salem, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on April 24, 2018 :  
(Date)

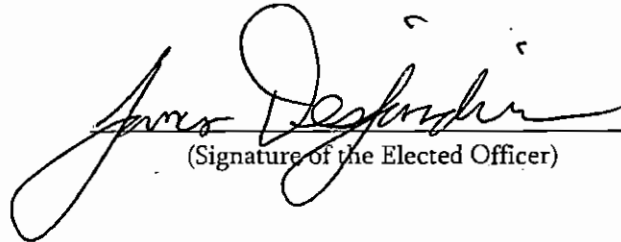
**RESOLVED:** That the Chief Professional Officer  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 24th day of April, 2018.  
(Date Contract Signed)

4. Marco Abreu is the duly elected Chief Professional Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 24th day of April, 2018.

By James Desjardins  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

BETHANNY A. KEANE, Notary Public  
My Commission Expires December 3, 2019





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/7/2018

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street  Manchester, NH 03101	CONTACT NAME: Kari Reeves	
	PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: kreeves@crossagency.com	
INSURED Boys & Girls Club of Salem 3 Geremonty Drive  Salem NH 03079	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Citizens Ins Co of America	31534
	INSURER B: NY Marine & General Ins Co	16608
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES      CERTIFICATE NUMBER: 17-18 Salem w/updated 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  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZBV880431705	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ADV7995932	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHV880675905	7/1/2017	7/1/2018	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	WC201800009148 3a NH	6/1/2018	6/1/2019	<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
A	D&O Liability Employment Practices			LHV8774541	7/1/2017	7/1/2018	Limit 2,000,000 Limit 2,000,000

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

State of New Hampshire, Department of Health & Human Services, are named as Additional Insureds.

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire Department of Health & Human Services 129 Pleasant St Concord, NH 03301-3852	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 Talitha Franggos/KAS <i>Talitha Franggos</i>
--	---

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**BOYS & GIRLS CLUB**  
**OF GREATER SALEM**  
*Celebrating Over 50 Years*

3 Geremonty Drive  
Salem, NH 03079  
Tel: 603.898.7709  
www.salembgc.org

## Mission Statement

**To inspire and enable all young people,  
Especially those who need us most,  
to realize their full potential  
As productive, caring, responsible citizens**

### Officers

Jim Desjardins  
*Chief Volunteer Officer*

Chris Nicoli  
*First Vice President*

Ryan Horgan  
*Second Vice President*

Frank Stomiolo  
*Treasurer*

Kim Santo  
*Secretary*

Erin Daley  
*Chief Volunteer Officer Emeritus*

### Board of Directors

Robert Carrier  
Tony DeLuca, Esq.  
David Demers  
Joanne Flynn  
Mark Gross  
Kate Hennigar  
Steve Kurek  
Eric Leuteritz  
Donna Morris  
Matt Norcross  
Melanie Norcross  
Leah Rogers  
Mary Reese  
Glenn Strauss  
Lisa Walker

Marco Abreu  
**Chief Professional Officer**



**GREAT FUTURES START HERE.**

**BOYS AND GIRLS CLUB  
OF GREATER SALEM, INC.**

**FINANCIAL STATEMENTS  
FOR THE YEARS ENDED  
JUNE 30, 2017 AND 2016**

**BOYS AND GIRLS CLUB  
OF GREATER SALEM, INC.  
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

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## **INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors of  
Boys and Girls Club of Greater Salem, Inc.

We have audited the accompanying financial statements of Boys and Girls Club of Greater Salem, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of 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 Boys and Girls Club of Greater Salem, Inc. as of June 30, 2017 and 2016, 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.

Travis Terry & Company, PC  
Salem, NH

January 30, 2018

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**STATEMENTS OF FINANCIAL POSITION**  
**JUNE 30, 2017 AND 2016**

	2017	2016
<b>ASSETS</b>		
Cash	239,182	225,572
Investments	11,159	10,469
Accounts receivable	20,801	10,275
Undeposited funds	11,368	12,418
Prepaid expenses	10,055	4,240
Land, building and equipment, net (Note 4)	2,523,466	2,539,354
<b>TOTAL ASSETS</b>	<b>\$ 2,816,031</b>	<b>\$ 2,802,328</b>
 <b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	11,583	39,953
Credit cards payable	4,895	4,003
Bingo liability	-	6,283
Accrued expenses	6,000	1,000
Accrued payroll	27,846	74,945
Deferred revenue	205,368	159,550
Current maturities of long-term debt	38,557	34,952
<b>TOTAL CURRENT LIABILITIES</b>	<b>294,249</b>	<b>320,686</b>
 <b>LONG-TERM LIABILITIES</b>		
Long-term debt, net of current maturities	642,241	647,350
<b>TOTAL LONG-TERM LIABILITIES</b>	<b>642,241</b>	<b>647,350</b>
<b>TOTAL LIABILITIES</b>	<b>936,490</b>	<b>968,036</b>
 <b>NET ASSETS</b>		
Unrestricted	1,879,541	1,829,292
Temporarily Restricted		5,000
<b>TOTAL NET ASSETS</b>	<b>1,879,541</b>	<b>1,834,292</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 2,816,031</b>	<b>\$ 2,802,328</b>

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**STATEMENTS OF ACTIVITIES**  
**FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

	2017	2016
<b>UNRESTRICTED NET ASSETS</b>		
<b>REVENUES, GAINS, AND OTHER SUPPORT</b>		
Program Service Fees	960,825	999,850
Bingo Income	34,014	157,961
Grants	136,712	98,743
Special Events, Net of Direct Expenses in the Amounts of \$98,685 for 2017, and \$84,555 for 2016	506,527	402,293
Contributions	209,344	142,906
Membership Dues	53,406	58,702
Rental Income	40,202	42,984
TOTAL UNRESTRICTED NET ASSETS	1,941,030	1,903,439
Restricted Contributions	-	5,000
Net Assets Released From Restrictions	5,000	33,430
TOTAL REVENUES, GAINS, AND OTHER SUPPORT	1,946,030	1,941,869
 <b>EXPENSES</b>		
Program Services	1,358,112	1,300,350
Supporting Services	538,871	697,416
Total Expenses	1,896,983	1,997,766
<b>Increase (Decrease) in Net Assets Before Other Income (Expenses)</b>	49,047	(55,897)
 <b>Other Income (Expenses)</b>		
Interest Income	947	1,445
Gain on Sale of Equipment	500	-
Unrealized Gain (Loss) on Investments	(244)	(1,497)
TOTAL OTHER INCOME (EXPENSES)	1,203	(52)
 <b>TEMPORARILY RESTRICTED NET ASSETS</b>		
Net Assets Released From Restrictions	(5,000)	(33,430)
<b>Decrease in Temporarily Restricted Net Assets</b>	(5,000)	(33,430)
<b>Increase (Decrease) in Net Assets</b>	45,250	(89,379)
<b>Net Assets, Beginning of Year</b>	1,834,292	1,923,671
<b>Net Assets, End of Year</b>	\$ 1,879,541	\$ 1,834,292

See Independent Auditor's Report and Accompanying Notes

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**STATEMENTS OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED JUNE 30, 2017**

**PROGRAM & SUPPORTING SERVICES**

	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total Program &amp; Support Services</u>
Salaries	800,543	179,804	57,509	\$ 1,037,856
Bingo Direct Costs	-	-	16,781	16,781
Depreciation and Amortization	142,236	-	-	142,236
Program Supplies and Expenses	101,223	9,190	-	110,413
Employee Benefits	43,942	33,217	24,964	102,123
Maintenance and Repairs	25,623	50,736	-	76,359
Utilities	89,527	-	-	89,527
Payroll Taxes	65,033	15,638	4,098	84,769
Transportation	54,697	-	-	54,697
Professional Fees	2,653	42,738	638	46,030
Insurance	-	40,265	-	40,265
Interest Expense	28,951	1,483	-	30,434
Pension Expense	-	30,937	-	30,937
Dues	1,305	17,259	-	18,564
Office Supplies and Expenses	1,542	4,075	275	5,892
Training, Conferences, and Meetings	668	8,465	25	9,158
Miscellaneous	-	-	426	426
Meals & Entertainment	168	122	226	516
<b>Total Expenses</b>	<b><u>\$ 1,358,112</u></b>	<b><u>\$ 433,929</u></b>	<b><u>\$ 104,942</u></b>	<b><u>\$ 1,896,983</u></b>



**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**STATEMENTS OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED JUNE 30, 2016**

**PROGRAM & SUPPORTING SERVICES**

	<b><u>Program Services</u></b>	<b><u>Management and General</u></b>	<b><u>Fundraising</u></b>	<b><u>Total Program &amp; Support Services</u></b>
Salaries	682,285	261,934	50,840	995,059
Bingo Direct Costs	-	-	121,955	121,955
Depreciation and Amortization	119,847	-	-	119,847
Program Supplies and Expenses	107,241	9,260	-	116,501
Employee Benefits	48,758	37,681	22,261	108,700
Maintenance and Repairs	66,919	32,584	-	99,503
Utilities	92,206	-	-	92,206
Payroll Taxes	56,844	21,240	3,793	81,877
Transportation	78,788	-	-	78,788
Professional Fees	14,121	37,593	5,777	57,491
Insurance	-	38,015	-	38,015
Interest Expense	30,305	1,940	-	32,245
Pension Expense	-	28,442	-	28,442
Dues	1,052	19,325	-	20,377
Office Supplies and Expenses	1,933	2,014	546	4,493
Training, Conferences, and Meetings	-	638	1,145	1,783
Miscellaneous	-	-	300	300
Meals & Entertainment	51	133	-	184
<b>Total Expenses</b>	<b><u>\$ 1,300,350</u></b>	<b><u>\$ 490,799</u></b>	<b><u>\$ 206,617</u></b>	<b><u>\$ 1,997,766</u></b>

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase (decrease) in net assets	\$ 45,249	\$ (89,379)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation and amortization	142,236	119,847
Unrealized (gain) loss on investments	244	1,497
Gain on sale of equipment	(500)	-
Interest reinvested	(881)	(1,429)
Temporarily restricted contributions	5,000	(5,000)
(Increase) decrease in operating assets		
Accounts receivable	(10,526)	9,039
Undeposited funds	1,050	2,053
Prepaid expenses	(5,815)	(4,240)
Increase (decrease) in operating liabilities		
Accounts payable	(28,370)	21,603
Bingo liability	(6,283)	(32,561)
Accrued expenses	(42,099)	29,285
Deferred revenue	45,818	1,235
Other liabilities	3,605	1,091
Credit cards payable	892	(169)
	<u>149,620</u>	<u>52,872</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>		
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Proceeds from sale of equipment	500	-
Payments for the purchase of equipment	(126,348)	(42,306)
Collection (Release) of contributions restricted for long-term purposes	(5,000)	5,000
	<u>(130,848)</u>	<u>(37,306)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>		
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from borrowings on long-term debt	37,000	-
Principal payments on long-term debt	(42,162)	(34,411)
	<u>(5,162)</u>	<u>(34,411)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>		
<b>INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	13,610	(18,845)
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>225,572</u>	<u>244,417</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 239,182</u>	<u>\$ 225,572</u>
<b>SUPPLEMENTAL DISCLOSURES</b>		
Cash Paid During the Period for Interest	\$ 30,434	\$ 32,345

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.  
NOTES TO THE FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Nature of Activities

The Boys and Girls Club of Greater Salem, Inc. (the Organization) maintains a club for members and families without distinction of race, color, creed, cultural heritage, political beliefs, handicaps or marital status, which will inspire and enable all young people, especially from disadvantaged circumstances, to realize their full potential as productive, responsible, and caring citizens. The Organization provides a safe place to learn and grow; ongoing relationships with caring adult professionals; life enhancing programs and character development experiences; hope and opportunity.

The Organization receives revenues from grants provided by the federal governments and private grants. Revenues are also derived from private contributions, membership dues, fundraising events, including Bingo, and program service fees.

Basis of Accounting

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

Basis of Presentation

The Organization follows the recommendations of the Financial Accounting Standards Board as applicable to not-for-profit organizations. These standards require contributions received be recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. These standards also require the reporting of information regarding its financial position and activities according to three classes of net assets, as applicable: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Organization considers all highly liquid investments available for current use with initial maturity of three months or less to be cash equivalents.

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Cash and Cash Equivalents (Continued)

The State of New Hampshire requires cash related to Bingo, Lucky Seven and Texas Hold 'Em operations to be held in a separate account. The Club is in compliance with this requirement. The balances in Bingo accounts as of June 30, 2017 and 2016 were \$0 and \$18,236, respectively. The balances in Texas Hold' Em accounts as of June 30, 2017 and 2016 were \$49 and \$49, respectively.

Concentration of Credit Risk

Boys and Girls Club of Greater Salem, Inc. maintains several bank accounts at two banks. Accounts at an institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000.

Accounts Receivable

Accounts receivables are stated at the amount management expects to collect from outstanding balances. Balances that are still outstanding after management has used reasonable collection efforts are written off through a bad debt charge. Accounts receivable includes program and service receivables at June 30, 2017 and 2016 in the amount of \$20,801 and \$10,275, respectively.

Investments

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statements of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains restricted by a donor are reported as increases in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized. Short-term investments consist of debt securities with original maturities of twelve months or less. Long-term investments consist of debt securities with original maturities greater than twelve months.

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Promises to Give

Unconditional promises to give are recognized as revenues and assets in the period received. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily or permanently restricted net assets are reclassified to unrestricted net assets. Conditional promises to give are recognized only when the conditions on which they depend are substantially met and the promises become unconditional.

Property, Plant and Equipment

Property, plant and equipment are stated at cost at the date of acquisition or fair market value at the date of donation. Property, plant and equipment are depreciated over the estimated useful lives of the related assets, ranging from a period of three to fifty years, using accelerated and straight line methods of depreciation. Expenditures for additions, renewals, and betterment of buildings and equipment that extend the life of the asset are capitalized. Expenditures for maintenance and repairs are expensed against operations, as incurred.

Long-Lived Assets

Generally accepted accounting principles (GAAP) require that entities assess events or changes in circumstances, which indicate that the carrying amount of an asset may not be recoverable. The Organization's assessment resulted in no effect on the Organization's financial statements for the year ended June 30, 2017.

Contributed Services

The value of contributed services of volunteers for administrative, fundraising and program services is not reflected in these statements since there is no objective measurements available for such services. Contributed items are recorded at their estimated fair market value at the date of donation.

Expenses by function have been allocated among program and supporting services on a basis of direct costs and estimates made by management.

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted net assets depending on the existence or nature of any donor restrictions.

Advertising

Advertising costs are expensed as incurred. Advertising expense for the years ended June 30, 2017 and 2016 was \$108 and \$0, respectively.

Use of Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates are assumptions that affect the reported amount of assets, liabilities, revenues, and expenses. Actual results could differ from those estimates.

Income Taxes

The Organization is a not-for-profit organization that is exempt from income taxes under section 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

Deferred Revenue

Deferred revenue consists of prepaid summer camp and preschool registration for the fiscal year ended June 30, 2017 received by the Organization on or before June 30, 2017. Deferred revenue as of June 30, 2017 and 2016 totaled \$205,368 and \$159,550, respectively.

Reclassification

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform to the presentation in current-year financial statements.

Compensated Absences

The employees of the Organization are entitled to paid vacations, sick days and personal days off. It is impracticable to estimate the amount of compensation for future absences, and accordingly, no liability has been recorded in the accompanying financial statements. The Organization's policy is to recognize the costs of compensated absences when actually paid to employees.

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

**NOTE 2: INVESTMENTS**

The fair values of long-term investments totaled \$11,159 and \$10,469 at June 30, 2017 and 2016, respectively.

The following schedule summarizes investment returns and their classification in the statements of activities for the year ended:

	<b>June 30, 2017</b>		
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Interest Income	\$ 947	\$ -	\$ 947
Unrealized Loss	\$ (244)	\$ -	\$ (244)
Net Investment Gain	<u>\$ 703</u>	<u>\$ -</u>	<u>\$ 703</u>

	<b>June 30, 2016</b>		
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Interest Income	\$ 1,445	\$ -	\$ 1,445
Unrealized Loss	\$ (1,497)	\$ -	\$ (1,497)
Net Investment Loss	<u>\$ (52)</u>	<u>\$ -</u>	<u>\$ (52)</u>

**NOTE 3: FAIR VALUE MEASUREMENT**

The fair value measurement accounting literature establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority. Level 2 inputs consist of observable inputs other than quoted prices for identical assets (Level 1). Level 3 inputs are unobservable and have the lowest priority. The Plan uses appropriate valuation techniques based on the available inputs to measure the fair value of its investments. When available, the Plan measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. Level 2 inputs are used for investments for which Level 1 inputs were not available. Level 3 inputs would only be used if Level 1 or Level 2 inputs were not available. There are no plan assets requiring the use of Level 2 or Level 3 inputs for the periods presented.

The investments are reported at fair value. Shares of mutual funds are valued at the net asset value of shares held by the Boys and Girls Club of Greater Salem, Inc. at year-end. The following presents the assets at fair value for the years ended June 30, 2017 and 2016.

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

**NOTE 3: FAIR VALUE MEASUREMENT (Continued)**

Fair Value Measurements at Reporting Date Using

<u>Description</u>	<u>6/30/2017</u>	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Mutual Funds Held For Sale	<u>\$11,159</u>	<u>\$11,159</u>	<u>\$ -</u>	<u>\$ -</u>
Total	<u>\$11,159</u>	<u>\$11,159</u>	<u>\$ -</u>	<u>\$ -</u>

Fair Value Measurements at Reporting Date Using

<u>Description</u>	<u>6/30/2016</u>	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Mutual Funds Held For Sale	<u>\$10,469</u>	<u>\$10,469</u>	<u>\$ -</u>	<u>\$ -</u>
Total	<u>\$10,469</u>	<u>\$10,469</u>	<u>\$ -</u>	<u>\$ -</u>



**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

**NOTE 4: LAND, BUILDING AND EQUIPMENT**

Land, building and equipment consist of the following components at June 30, 2017 and 2016:

	2017	2016
Land	\$ 8,310	\$ 8,310
Building & Improvements	3,917,832	3,917,832
Equipment & Furnishings	462,957	392,427
Vehicles	123,150	77,831
	4,512,249	4,396,400
Accumulated Depreciation	(1,988,783)	(1,857,046)
	\$ 2,523,466	\$ 2,539,354

Depreciation expense for the years ended June 30, 2017 and 2016 was \$142,236 and \$119,847, respectively.

**NOTE 5: MORTGAGE PAYABLE**

Long-term debt as of June 30, 2017 and 2016 is as follows:

	2017	2016
4.25% installment note, payable in monthly principal and interest installments in the amount of \$5,298. On April 29, 2016 the interest was adjusted to the Wall Street Journal Prime Rate with a floor of 4.25%. The rate will be adjusted every three years thereafter.	\$ 647,350	\$ 682,302
1.00% installment note, payable in monthly principal and interest installments in the amount of \$632.47.	33,395	0
Total	680,798	682,302
Less: current maturities	38,557	34,952
Long-term debt, net of current maturities	\$ 642,241	\$ 647,350

Maturities for long-term debt in subsequent calendar years from June 30, 2017 are as follows:

Year ended June 30:	
2017	43,777
2018	45,461
2019	47,136
2020	49,020
2021	47,126
Thereafter	448,278
	\$ 680,798

See Independent Auditor's Report

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

**NOTE 6: TEMPORARILY RESTRICTED NET ASSETS**

The Organization had temporarily restricted net assets for the years ended June 30, 2017 and 2016 was \$0 and \$5,000, respectively.

**NOTE 7: UNRELATED BUSINESS INCOME TAXES**

The Organization has analyzed its tax positions and has determined that there are no unrecognized tax obligations to record.

**NOTE 8: RETIREMENT PLAN**

The Organization sponsors a Defined Contribution Retirement Plan (401a). The Organization contributes five percent of salaries for eligible employees. The cost for the years ended June 30, 2017 and 2016 were \$30,937 and \$28,442, respectively.

The Organization also has a 403(b) plan which also allows participants to contribute to the plan on a tax deferred basis. At this time, there are no contributions.

**NOTE 9: LEASE COMMITMENTS**

The Organization also leases space and equipment for Texas Hold 'Em tournaments pursuant to NH charitable gaming laws. This lease is for one date in calendar year 2017 and eleven dates in 2016. The rent is \$500 per game date.

**NOTE 10: FUNCTIONAL ALLOCATION OF EXPENSES**

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

**NOTE 11: UNCERTAIN TAX POSITIONS**

The Organization follows Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740-10, Accounting for Uncertainty in Income Taxes, which provides guidance on accounting for uncertainty in income taxes recognized in the Organizations financial statements. The guidance prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosure and transition. As

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

**NOTE 11: UNCERTAIN TAX POSITIONS (Continued)**

of June 30, 2017, there were not uncertain tax positions that require either recognition or disclosure in the financial statements.

**NOTE 12: SUBSEQUENT EVENTS**

As of October 31, 2016, the Organization has decided not to renew their charitable gaming license with the State of New Hampshire and will no longer have any Bingo gaming income, due to the fact the facility they used to hold these events has closed. Subsequent events have been evaluated through November 17, 2016, the date the financial statements were available to be issued. We note that new facilities which conduct charitable gaming have moved into the local area, the Boys and Girls Club of Greater Salem, Inc. have applied for the new charitable gaming opportunities.



**BOYS & GIRLS CLUB  
OF GREATER SALEM**

*Celebrating 50 Years*

	<b>First</b>	<b>Last</b>	<b>Board Position</b>
1	Robert	Carrier	Board Member
2	Erin	Daley	Past CVO
3	Tony	Deluca	Board Member
4	David	Demers	Board Member
5	Jim	Desjardins	CVO
6	Joanne	Flynn	Board Member
7	Mark	Gross	Board Member
8	Kate	Hennigar	Board Member
9	Ryan	Horgan	2nd VP
10	Steve	Kurek	Board Member
11	Eric	Leuteritz	Board Member
12	Donna	Morris	Board Member
13	Chris	Nicoli	1st VP
14	Matt	Norcross	Board Member
15	Melanie	Norcross	Board Member
16	Mary	Reese	Board Member
17	Leah	Rogers	Board Member
18	Kim	Santo	Secretary
19	Frank	Storniolo	Treasurer
20	Glenn	Strauss	Board Member
21	Lisa	Walker	Board Member

**2017-2018 Board of Directors Roster**

# Lexi R. Gutierrez

## Teaching and Childcare/Development Experience

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- Boys & Girls Club of America** Salem, NH June 2014-Present
- *Prevention Specialist/Professional Role Model/Teen Center Supervisor*
  - Attended a variety of professional development workshops centered on learning goals, management, student motivation and engaging learning activities
  - Taught Positive Action curriculum to students grades 6-8
  - Facilitated activities for students' physical, emotional and social growth as a mentor for kids 11-17 years old
  - Supervise staff members
- Derry Cooperative School District** Derry, NH May 2014-Present
- *Substitute Teacher*
  - Instructed through lectures, discussions and demonstrations
- Boston Children's Hospital** Boston, MA Jan. 2014- June 2017
- *Volunteer*
  - Spend time with children
  - Create crafts and projects
  - Fundraise for art supplies

## Other Experiences

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- Concierge, Tuscan Kitchen, Salem, NH** July 2012- August 2016
- Customer service
  - Answer phones, make reservations, seat customers
- Nanny, Londonderry, NH** Sept. 2012- June 2013
- Cared for children ages 2-4
  - Used positive reinforcement to redirect poor behavior
- Assistant Dance Teacher, Kerry's Dance Center, Chester, NH** Sept. 2009-June 2012
- Incorporated music and dance into lesson planning

## Certification/Skills

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- American Heart Association - Basic Cardiac Life Support Health Care Provider and First Aid
- Special needs students
- Creative lesson planning
- Motivational Interviewing
- HIV Trends and Treatment
- Substance Abuse Prevention

## Activities

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- Project Sunshine
- American Red Cross Volunteer
- Just Like Us – mentor program for special needs students
- Child Development Preschool Program
- Toys for Tots
- Stand Up Salem coalition member

## Education

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Bachelor of Arts: English Teaching, Class of 2017

Masters of Education, Class of 2019

University of New Hampshire, Durham, NH

# Bree A. Cosgrove

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## PERSONAL SUMMARY

I am a hard-working and determined individual looking to become part of an organization that will allow me the opportunity to grow both personally and professionally.

## SKILLS

- Certifications: Positive Action Training, Positive action facilitator, Youth Development Strategy, Innovative Program for Youth, Positive Culture at Work, Crisis Management, BE THERE: Grief Training, Building Resiliency in Youth, , Lifeguard/CPR/First-aid, Leaders In Prevention, Emotional Intelligence, Bully Prevention, Certified Prevention Specialist (pending)

## EXPERIENCE

**Boys & Girls Club of Greater Nashua** | Nashua, NH

4/2015-present

*Individual Services Director*

- Provide family and individual member needs
- Camp Mariposa new member intake
- New member orientation
- Coordinate volunteers
- Direct experience in working with at-risk youth and adolescents, building relationships and creating learning/engagement projects
- Excellent ability to communicate effectively with diverse populations, both written and verbal

**Joven** | San Antonio, TX

5/2014-7/2014

*Intern*

- Assisted in program development and oversight of at-risk youth activities
- Assisted program participants in service learning projects, arts & crafts activities
- Requested donations from businesses, assisted in matching gifts and in-kind donation tracking
- Assisted with administrative duties including filing, copying, database management, outreach phone calls

**Daniel Webster College** | Nashua, NH

11/2014 – 5/2015

*Athletic Department Work Study*

- Assist in game set-up and tear down, prepare equipment
- Record and manage game statistics
- Assist with proper documentation of athlete paperwork

**Brennan & Pike** | Nashua, NH

9/2011 – 6/2012

*Customer Service*

- Arranged for debt repayment or establish repayment schedules, based on customers' financial situations
- Advised customers of necessary actions and strategies for debt repayment
- Recorded information about financial status of customers and status of collection efforts
- Performed functions for assigned accounts, such as recording address changes and purging the records of deceased customers

## EDUCATION

• **Daniel Webster College** | Nashua, NH

Graduation: May 2015

• *Bachelor of Science – Psychology; minor – Business Management*

## AWARDS

**Program Professional of the Year 2017**

**Daniel Webster College** | *Psychology Club President*

2013-2015

**Daniel Webster College** | *Women's Volleyball Team Member*

2012-2014

# TIM DAVIDIAN

**OBJECTIVE** | To obtain a position in a facility at which will offer a variety of challenges and responsibilities where my abilities and skills can be fully utilized to motivate others to conquer their goals.

**SKILLS & ABILITIES** | Attentive, Charismatic, Dedicated, Diligent, Energetic, Enthusiastic, Friendly, Hardworking  
Relevant trainings include Positive Action, Ready Set Action, OJP Mentor

**EXPERIENCE** | **ATHLETIC DIRECTOR BOYS & GIRLS CLUB OF GREATER NASHUA, 1 POSITIVE PLACE, NASHUA, NH 03060**  
NOVEMBER 2016-PRESENT  
Schedule, implement, and coordinate all athletic programming and promote healthy lifestyles for club members, ages 8-18.

**SUBSTITUTE TEACHER TEWKSBURY PUBLIC SCHOOLS, 139 PLEASANT STREET, TEWKSBURY, MA 01876**  
JANUARY 2015-NOVEMBER 2016  
Carry out lesson plans for absent teachers, supervise students in classroom setting

**DELIVERY DRIVER PAPA GINO'S, 553 MAIN STREET, TEWKSBURY, MA**  
MARCH 2007-JANUARY 2015  
Customer service, delivery service, teamwork, multitasking, answering phones

**EDUCATION** | **BRIDGEWATER STATE UNIVERSITY, BRIDGEWATER, MA**  
B.A. IN PHYSICAL EDUCATION  
Attended from Sep. 2009 – Dec. 2014

**TEWKSBURY MEMORIAL HIGH SCHOOL, TEWKSBURY, MA**  
HIGH SCHOOL DIPLOMA CLASS OF 2009  
Attended from Sep. 2005 – June 2009

**LEADERSHIP** | **Tewksbury Wrestling: Nov. 2005 - Feb. 2009**  
Team Captain, Coach's Award Post-Season, 2-Time Merrimack Valley Conference All-Star  
**Tewksbury Football: Aug. 2005 – Nov. 2008**  
Earned Spirit Award, given to the player who is always positive & enthusiastic about Redmen Football  
**Bridgewater State Wrestling: Sep. 2009 – Dec. 2011**

**REFERENCES** | **BRIAN AYLWARD, COACH, TEACHER**  
(978) 843-3089

**DR. MAURA ROSENTHAL, COLLEGE PROFESSOR, GUIDANCE COUNCILOR**  
(508) 531-2762

**JOHN P. GEARY IV, CLASSMATE, TEAMMATE, FRIEND**  
(978) 835-1837

# MARCOS DIAZ

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## Summary Statement

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Highly motivated individual seeking full-time employment. Reliable and efficient individual with excellent communication skills. Experienced in community outreach. Professional with proven problem-solving skills, leadership training skills, and project development skills. Exceptional ability to oversee individuals, as well as outstanding customer service, recruiting and administrative support skills.

## Skills

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### Languages

- Bilingual: Fluent in Spanish and English

### Software

- Extensive experience in Microsoft Professional Office Suite; Microsoft Word, Excel, PowerPoint, Publisher, Outlook.

## Experience

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9/2016

Assistant Individual Services Director, *Boys and Girls Club of Greater Nashua*

- Responsible for advising Teen Council
- Supervise teens in the Stahl Teen Center and ensure all teens are following club rules
- Responsible for tracking mentees under the OJJIP Grant
- Completing and filing Individual Member Reports as needed

8/2016

Americorps/VISTA, *Campus Compact for NH*

- Co-advised Nashua Community College Student Senate
- Co-advised the Nashua Community College Rotaract Club
- Was responsible for organizing and chaperoning Service Trip to Give Kids the World Village
- Revitalized and co-instructed the Service Learning course
- Created spreadsheets and word processing documents to manage student's individual service hours in-house and other agencies through the community.

9/2015-7/2016

Assistance Coordinator, *On Call International*

- Received and processed all domestic and international inbound customer requests for medical or travel assistance.
- Documented all necessary information in case management, Microsoft Word, Excel, Outlook, and other company databases.
- Managing medical cases and obtaining necessary information from customers, Service Providers, Partners, and clients in order to provide assistance and find solutions to inquiries.

8/2014-8/2015

Americorps/VISTA, *Campus Compact for NH*

- **One Greater Nashua-** Successfully developed leadership curriculum and incorporated it into the Nashua School District ELL Summer Program.
- Supported retention efforts through increasing access to higher education for low income individuals by providing programming focused on improving student engagement, and offering transformative opportunities for service and leadership to under-represented NCC Students.
- Supported college visits and access programming for low income families in Nashua.
- Created spreadsheets and word processing documents to manage student's individual service hours in-house and other agencies through the community.
- Performed complex office automation duties and ensured validity of documents submitted students for purchasing.



## Education

2014 A.A. Liberal Arts, *Nashua Community College*

2014-2016 Criminal Justice *Southern New Hampshire University*

## Awards/Recognition

Frank Newman Civic Fellowship Award 2014

President's Leadership Award 2014

Leadership Award 2014

Nashua Community College Student Senate President 2013-2014

## References

Amy Vazifdar 603-578-8934 Student Life Coordinator at Nashua Community College

Janeth Orozco 603-943-3283 Welcoming NH Coordinator

Liz Fitzgerald 603-864-0203 Community Impact Director at United Way of Greater Nashua

# SOPHIE M. BEDARD

## Professional Skills Profile

*Professional work experience in combination with strong academic training in:*

- Organizational and time management skills
  - Strong interpersonal and communication skills
  - Experience in both leadership and supportive roles
  - Thinks critically to solve problems
  - Manages projects and meetings effectively
  - Cooperates and follows directions well
- 

## Education

**BS in Psychology** // Liberty University, Lynchburg, VA // December 2015

- **Specialization:** Human Services
  - **GPA:** 3.6/4.0
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## Experience

**Cultural Arts Director**, Boys and Girls Club of Greater Nashua // Nashua, NH // July 2016 – Present

- Managing the Cultural Arts department, including the areas of fine arts, dance, and drama
- Supervision of part-time employees and volunteers
- Daily management of the Art Room
- Planning Club events, and participating in community events
- Mentoring up to eight Club members with the OJJDP Mentoring Program
- Facilitates Positive Action program, an evidence-based drug prevention program

**AmeriCorps Member**, Boys & Girls Club of Greater Nashua // August 2015 – July 2016

- Worked with children in a social, educational, and physical capacity
- Prepared and created programs and activities for kids, ages 8-12
- Helped organize and run Club and community events
- Mentored 20 Club members through the Check & Connect mentoring program
- Participated in volunteer community events
- Ran Smart Moves, a drug and alcohol prevention program which 30 Club members completed

**Senior Year Internship**, Boys & Girls Club of Greater Nashua // May 2015 – August 2015

- Received hands-on experience working with at risk youth and observing human behavior
  - Helped run programs for youth, ages 8-12
  - Supervised field trip outings
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## Community Service

**Peer Leader**, Liberty University // August 2012 – May 2014

- Facilitated weekly peer group to inspire personal and academic growth
- Organized activities and outings to encourage relationship building
- Provided support and encouragement in both emotional and physical capacities

**Teacher's Assistant**, Fellowship Christian Academy // March 2015 – May 2015

- Worked with 3<sup>rd</sup> and 4<sup>th</sup> grade students
  - Helped administer testing to students with learning disabilities
  - Responsible for grading worksheets and conducting reading group
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## Trainings

- Spillet Leadership University, BE THERE: Helping Grieving Youth
- Spillet Leadership University, Building Resiliency in Youth
- CPR/First Aid Certified
- Positive Action Training
- Smart Moves Training



# Joshua Hirakawa Goldman

## EDUCATION

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UNIVERSITY OF MICHIGAN – ANN ARBOR, MI

*Bachelor of Science in Biopsychology and Cognitive Neuroscience*

May 2015

*Bachelor of Science in Program in the Environment (Aquatic Ecology Specialization)*

Dec. 2013

**GPA: 3.45/4.0**

**Honors/Awards: University Honors (five semesters), James B. Angell Scholar**

**Certifications: BE THERE: Grief Training, Building Resiliency in Youth, Positive Action Training, CPR/First-aid**

## EXPERIENCE

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BOYS & GIRLS CLUB OF GREATER NASHUA

Clubhouse Education Director

Sep. 2017 – Current

- Manages the Clubhouse Education Room and creates an engaging and positive environment for part-time staff, volunteers, and Club members
- Promotes academic success of children through implementation of educational programs, activities, and events (Power Hour, Project Learn, Money Matters, Passport to Manhood, other STEM based programs)
- Mentors 12 children ages 8-12 through the OJJDP Mentoring Program
- Facilitates Positive Action at the Club, an evidence-based educational program that focuses on drug prevention, positive self esteem, and health & fitness among members

AmeriCorps Student Engagement Specialist

Jan. 2017 – Aug. 2017

- Established my role as a positive role-model; resolved conflicts between club members; tutored children in all disciplines; ran group-based activities that encourage kindness, honesty, and teamwork between participants
- Tutored 20 children ages 9-12 through weekly one-on-one Check and Connect Sessions, a research based intervention for at-risk youth to prevent disengagement in their education
- Provided and ensured a therapeutic and healing environment for youth who have experienced substance abuse in their families by becoming a staff-member at Camp Mariposa, a national addiction prevention and mentoring program; developed and led various educational group activities surrounding drug addiction
- Developed a youth gardening program where roughly 20 kids a week would plant, maintain, and harvest vegetables from 10 garden beds; spearheaded various special events (ex. spirit week, National Public Health Week) at the club

UNIVERSITY OF MICHIGAN DEPARTMENT OF PSYCHOLOGY

Laboratory Manager

Sept. 2014 – Jan. 2017

- Project Titles: *Effects of Dopamine D1 versus D2 activation in the nucleus accumbens on motivational behavior in mice; How varying parameters of optogenetic neuronal activation impacts c-fos expression in rats*
- Fostered a cohesive work environment for 2 post-docs, 4 graduate students, and >10 undergraduates by leading team building activities, laboratory meetings, lab trainings, and educational sessions in drug addiction research
- Taught PSYC 326 and oversaw undergraduates in an independent research project, edited and graded final scientific paper based on their findings, assigned article readings, ensured proper data analysis
- Worked alongside various federal and state regulatory agencies to ensure laboratory compliance

CITY OF ANN ARBOR NATURAL AREA PRESERVATION

Field Crew Conservation Worker

June 2012 – Dec. 2013

- Completed an independent research project based on an image supervised classification system that would help the city focus their conservation efforts and assist in city planning
- Developed leadership and group organization skills while working with volunteers, park-stewards and a 7-person field crew; Led workdays with over 250 volunteers, encouraged teamwork through ice-breaker activities
- Developed and led interactive educational hikes for preschool, middle school, high school, and college students

## VOLUNTEER

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TRIANGLE NURSERY CO-OPERATIVE SCHOOL

Sept. 2004 – Jan. 2017

- Developed a music-themed educational lesson for preschoolers and performed trumpet

## Eric J. McCambly

### EDUCATION

<b>Bay Path University</b> M.S. Higher Education Administration Concentration in Enrollment Management	December 2014
<b>Norwich University</b> B.S. Physical Education	May 1994
<b>Bishop Guertin Catholic High School</b> High School Diploma	June 1990

### CERTIFICATIONS

- Pennsylvania Private School Certification
- Certified Coach Advanced Level IV USA Hockey – 2013
- Certified Coach in Ice Hockey by NYSCA – 2002
- First Aid/CPR/AED Training - Valid Certification - 8/16 to 8/18

### WORK EXPERIENCE

**Boy's & Girl's Club of Greater Nashua – Nashua, NH** December 2016-Current  
**Clubhouse Director/ Director of Camp Mariposa**

- Oversee and supervise all program areas related to Education, Athletics, Leadership, Social Recreation, and Cultural Arts for youth Ages 8 to 12. Organize and lead specialized educational programs that discuss drug & alcohol, positive attitudes, character building, team building, and impulse control through: **Positive Action, Ready Set Action, and Smart Moves.**
- Oversee all Special Events for youth programs for ages 8 to 12, including Summer Expo, Dinner of Thanks, Holiday Parties, Health & Wellness fair, National Night Out, Day for Kids, and New England Area Program Council Events.
- Oversee and supervise specialized programming for youth who have been impacted by Death of family members due to drug and or alcohol addiction for the organizations Camp Mariposa Program.
- Manage several full and part time staff and develop and support educational trainings/professional development. Also proficient in the use in tracking employee hours through the use of Paylocity.

**Daniel Webster College – Nashua, NH**  
**Head Men's Ice Hockey Coach/Director of Hockey Operations** April 2014- May 2017

- Current Record 25- 52-2 in three seasons as a new NCAA Division III independent. In 2014-15 team accomplished highest single season win total in school's history. Led them to conference championship game in first season. Successfully guided them to their first ever NCAA victory and first full two seasons as a varsity program in school history during the 2015-16, 2016-17 season. Also successfully transitioned program into one of the top Conferences in the Country – the New England Hockey Conference in 2016-17.
- Oversee all aspects of College Ice Hockey Program including organizing and scheduling all practice and game strategies/player development, academic progress, arranging transportation, and hotel accommodation's. Organized and coordinated team to participate regularly in community service and service learning initiatives:
- Responsible for recruitment of student athletes, including scheduling visits, tours, presentations and relationship management. Plan and implement community service events like Dinner of Thanks with Boys and Girls Club of Nashua, Meals on Wheels, Buddy Walk, Eagles Club Clinics, and Eagles Nest Literacy educational program with area schools.

- Responsible for the administration of budget and work alongside Athletic Director toward transportation and lodging, purchase of athletic equipment and assistant coach stipends
- Monitor student athletes grades with an emphasis on graduation (Team GPA through 2014-15 season was 3.1)
- Act as Advisor/General Manager for ACHA Division II Club Hockey Team responsible for all payment of invoices and scheduling practices and games, and work with transportation manager for transportation arrangements.
- Oversee, mentor and supervise Assistant Coaches, Club Coaches, and work study students for practice and game day operations.
- Athletics Game Operations and Manager for other sports on campus such as women's soccer, men's and women's volleyball. Responsible with assisting Athletic Director with operations games staff and work study crews as well as crowd control.

**Carson Long Academy – New Bloomfield, PA**  
**Director of Student Activities/Asst. Athletic Director/ Teacher**

**August 2013-August 2014**

- Organize, plan, and execute student recreation and education programming.
- Organize, plan, all trips off campus, including transportation and activities.
- Help Assist and staff athletic events and scheduling games.
- Teach courses in career development, study skills, and S.A.T. prep.

**NAHD (North Atlantic Hockey Development) Consulting Group – Canton, NY** **Part-Time**  
**June 2004 to Present**  
**Director**

- Recruit, admit, consult and counsel elite athletes and their families
- Help guide students with college or prep school application and admissions process
- Organize, schedule, and run elite camps, clinics, leagues, tournaments and showcases
- Work with coaches and college admissions staff to place student athletes within prep schools, or within higher education institutions.

**State University of New York at Canton - Canton, NY**  
**Ice Hockey Coach/Director of Hockey Operations**

**August 2007 to August 2013**

- Overall Record – 115-40-5, 5 consecutive winning seasons, 3 National Championship Appearances, 2 Regular Season and 2 Conference Tournament Championships and hold best overall single season record and career winning percentage in school history  
 With 29-2-3 mark 2011-12 season.
- Oversee all aspects of College Ice Hockey Program including practice and game strategies/plans
- Responsible for recruitment of student athletes, including scheduling visits, tours, presentations and relationship management. Plan and implement community service events like Dairy Princess Parade, Buddy Walk, Roos Club Clinics, and Reading Roos Literacy educational program with area schools.
- Responsible for the administration of \$100,000 budget toward transportation and lodging, purchase of athletic equipment and assistant coach stipends
- Monitor student athletes grades with an emphasis on graduation (Team GPA through 2011-12 season was 3.1)
- General Manager/Advisor/Founder of the SUNY Canton Club hockey program
- Oversee, mentor and supervise Assistant Coaches, Club Coaches, and work study students for practice and game day operations.

**Reading Central Catholic High School – Reading, PA**  
**Assistant Athletic Director/ Physical Education Instructor**

**August 2006 to August 2007**

- Assisted in scheduling game and practice times for all sports
- Taught up to seven periods a day of physical education
- Coordinated the physical education special events during Catholic Schools Week

**United Way of Lancaster County – Lancaster, PA**  
**Development Associate**

**March 2004 to August 2006**

- Manage and solicit corporate accounts
- Oversee company employee campaigns and fundraise for community issues

- Established goal to personally raise more than \$2 million dollars running campaigns throughout Lancaster County
- Train, Mentor, and Supervise Loaned Representatives, and volunteers during major fundraising campaign.

### **Boys and Girls Club of Lancaster – Lancaster, PA**

#### **Director of the Jack Walker Boys and Girls Club**

**July 2003 to March 2004**

#### **Summer Camp Director at Camp Hogan**

- Supervise a staff of three full time and three part-time employees
- Implement educational and social programs for children of various ages
- Assist in grant writing to fund various programs
- Supervise the general maintenance of the facility to ensure a safe environment
- Supervise specialty program staff, and counselors for successful and busy summer day camp while organizing and implementing all programming and schedules each week and coordinating transportation.

### **Penn State University, Berks Campus – Wyomissing, PA**

#### **Part-time Head Men's Ice Hockey Coach**

**August 2003 to August 2007**

- Overall Record – 116-19-2. Four consecutive winning season, Four conference championships, and Four National Championship Appearances including two consecutive Frozen Fours at the ACHA level.
- Oversee all aspects of College Ice Hockey Program including practice times and game strategies
- Responsible for recruitment of student athletes
- Responsible for transportation and lodging
- Coordinated fundraising and community service events with the players

### **Bodyzone Ice Arena and Fitness Complex – Wyomissing, PA**

#### **Tournament Director/Head Ice Hockey Instructor**

**September 2003 to August 2007**

- Organize and run the Learn to Play hockey program
- Instruct youth ice hockey clinics
- Organize and run tournaments and showcase events
- Developed the Mid-Atlantic Showcase and had over 24 teams per year Bantam/16U/18U  
Showcase was developed for Prep School Coaches to recruit and scout players and would offer An admissions fair and question and answer session with parents.

### **Saint Thomas More School – Oakdale, CT**

#### **Admissions Officer/Biology/Environmental Science Teacher**

**June 1999 to June 2003**

#### **Head Coach – Varsity Ice Hockey and Cross Country**

- Attended school fairs, and athletic showcase events, to recruit students to the school. Scheduled and provided tours to prospective students and their families.
- Taught Biology and Environmental Science courses at various times throughout my four years.
- Overall record as Ice Hockey Coach – 44-38-3 Northeastern Atlantic Prep School Hockey (Holt) Conference Champions 2001-02. Top 10 Ranking in HNIB Division 2 2001-02. 18-9-2 Record  
Started with Club team that played seven games a year to developing highly respectable program and through Recruiting efforts yielded a varsity and junior varsity team by my last year 2002-03.
- Served as Head Dorm Parent to approximately 48 male students
- Director of Intramurals and Student Activities during Spring Season
- Physical Science/Reading Teacher/Biology Teacher and Director of Intramurals and Student Activities during St. Thomas More Summer Academic Camp.

### **Norwich Ice Rink – Norwich, CT**

#### **Part-time Hockey Director**

**September 1999 to June 2003**

- Managed learn to play ice hockey and adult hockey league programs
- Conducted youth/adult clinics, tournaments and camps
- Started Buddy Skating program through partnership ARC and Norwich Health Initiative
- Aimed at teaching mentally challenged citizens how to skate and to compete in Special Olympics.

### **Boys and Girls Club of Greater Salem – Salem, MA**

#### **Unit Director**

**August 1998 to June 1999**

- Supervise a staff of 6 work study students from Salem State College
- Implement educational and social programs for children of various ages
- Utilize outside programming resources to accommodate for small facility

## **Boys and Girls Club of Greater Nashua – Nashua, NH**

### **Social Recreation Director**

**March 1996 to August 1998**

- Implement all Social Recreation activities for youth ages 6-18 including all programming and All Club Events.
- Organize and facilitate the Annual Expo with 24 Boys and Girls Clubs in the surrounding area to provide youth with an Olympic style competition of various games and activities
- Coordinate the Annual Duck Race fundraiser and parade.
- Mentor Youth and Torch Club leadership club and run National Boys and Girls Club mentoring programming like Smart Moves, Smart Girls, and Torch Club.

## **HONORS/AWARDS**

- Dean's List – 2 Semesters
- 1998 Program Gold Award for Outdoor Education by the New England Yankee Chapter of Boys and Girls Club Professionals
- 1998 Program Gold Award for Inter-Club Relations by the New England Yankee Chapter of Boys and Girls Club Professionals
- 1998 Program Merit Award for New Girls Gender Inclusiveness by the New England Yankee Chapter of Boys and Girls Club Professionals
- 2001-2002 Northeastern Atlantic Prep School Hockey Conference Coach of the Year
- 2003-2004 Delaware Valley Collegiate Hockey Conference Coach of the Year
- 2010-2011 Eastern Collegiate Hockey Conference Coach of the Year
- 2010-2011 Finalist for American Collegiate Hockey Association Division I Coach of the Year
- 2017-2018 National Winner of Outstanding Program in Health and Lifestyle Category for Camp Mariposa through Boy's & Girl's Clubs of America

# Joseph Maryanski

## Work History

03/2013 to present Boys & Girls Club of Greater Nashua, NH – Director of Teen Services

- Manage the teen center with an average of 100 members between 13 to 18 years of age.
- Supervise 3 full time staff and additional part time and volunteer staff in a facility that has an Games Room, Education Room, Weight Room, Recording Studio, Gym, and Pool.
- Key staff member when the Club received 3 national awards to include best overall program in 2015.
- Lead Staff for the implementation of the Triple Play 3 pilot programs which include Healthy Habits, Daily Challenges, and Social Recreation.
- Lead Staff for the pilot program Street Smart
- Keystone Advisor to 3 Legacy Chartered Keystone Clubs
- As Athletic Director, I created an AAU Basketball program that consist of 5 teams which each play 8 tournaments a year.
- Lead Staff in many large events such as: the Dinner of Thanks that feeds about 350 members and parents, organized and facilitated a Keystone summit with 60 Keystone members from 5 different Clubs, and managed countless field trips, college trips, and Keystone Conferences
- Provide Staff Trainings and I am a BGCA Certified Learning Coach
- Northeast Regional Keystone Advisory Chair
- Provide Drug Prevention Programming

03/2011 to 03/2013 Boys & Girls Club of Woburn, MA – Teen Director

- Managed the Teen Center to ensure at all times it was a fun and safe environment for members age 13 to 18.
- Co-Advisor of the Keystone youth leadership group. This group organized a trip Joplin, MO to rebuild homes after a tornado.
- Summer Camp lead councilor. Managed additional staff and a group of 30 teens during two summer camps.

05/2010 to 11/2010 TruGreen – North Andover, MA – Tree and Shrub Specialist

- Applied fertilizers and pesticides to maintain, improve and protect the health and beauty of our customer's landscapes.
- Worked 6 days a week, driving an average of 85 miles to visit about 25 customers a day, while maintaining the operation of a company vehicle.
- Able to attain a state pesticide license on first exam.

08/2008 to 03/2010 Ventura Locksmith – Ventura, CA – Locksmith

- Serviced, repaired and installed residential, commercial, high security and automotive locks and keys.
- Provided emergency lockout services to our customers 24 hours a day.

05/2006 to 08/2008 Sunstate Equipment Company – Buckeye, AZ – Line Mechanic



## Joseph Maryanski

- Performed all levels of maintenance and repair on a variety of construction equipment to include booms, scissors, reach forks, loaders, back hoes and many more. Also include was the company's delivery fleet which consisted of tractor trailers, Isuzu flatbeds and pickups.
- Instructed customers on how to safely operate their rentals.
- Responded to field service calls on customer job sites.

08/2005 to 03/2006      Pep boys Service Center – Phoenix, AZ – Mechanic

- Responsible for meeting the needs of customers through productive diagnosis, repair and replacement of general automotive parts and accessories. Worked directly with the customers to understand their needs and address their concerns.
- Compliance with company safety and customer service programs as well as established policies, procedures and municipal, state, and federal regulations.

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08/2000 to 07/2005      United States Army – Fort Lewis, WA – Sargent/Wheeled Vehicle Mechanic

- 2 tours in Iraq. First with the 2<sup>nd</sup> Het Company from 04/2003 to 04/2004 and second with the 513<sup>th</sup> Transportation Company from 10/2004 to 05/2005.
- Performed all levels of maintenance to include everything from oil changes to complete rebuilds of company equipment.
- Maintained accountability and the operation of a vehicle recovery tool truck and wrecker, during missions throughout Iraq and Kuwait. Providing mechanical support to the entire convoy, ensuring all vehicles reached each destination.

### **Education**

- 06/2000 – Nashua High School – high school diploma
- 08/2005 - 03/2006 – Universal Technical Institute – Automotive Technician
- 09/2009 – 06/2010 – ITT Tech – Electronics Engineering
- 01/2011 - 05/2012 - Daniel Webster College

### **Work related training**

- CPR and First Aid
- Lifeguard
- Certified Pool Operator
- Stop the Bleeding
- BGCA Certified Learning Coach
- Smart Moves Training

# Samantha J. Goy

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<b>Experience</b>	May 2017- Present	BGCGN	Nashua, NH
	Aquatics Director		
	<ul style="list-style-type: none"><li>▪ Ensure Safety of Members and uphold safety standards.</li><li>▪ Create schedules for daily activities.</li><li>▪ Uphold certifications needed for position.</li><li>▪ Coordinate with outside rental groups using facility.</li><li>▪ Coach the Synchronized Swimming Team.</li><li>▪ Coach the Pride Swimming Team.</li><li>▪ Run Drug Prevention Programming for kids on a weekly basis.</li></ul>		
	September 2017- June 2017	BGCGN	Nashua, NH
	AmeriCorps Member		
	<ul style="list-style-type: none"><li>▪ Mentor 20 kids through the Check and Connect Program- keeping track of their grades, communication with parents and ensuring their progressing well in school</li><li>▪ Primarily focused and stationed in the Stahl Teen Center</li><li>▪ Partly working in Aquatics as a lifeguard</li></ul>		
	May 2016- September 2016	YMCA of Greater Nashua	Nashua, NH
	Waterfront Director- Camp Sargent, Merrimack, NH		
	<ul style="list-style-type: none"><li>▪ Oversee a staff of 14 lifeguards</li><li>▪ Hold weekly staff trainings to keep up their skills</li><li>▪ Ensure safety of the 360 kids that came down to the waterfront on a daily basis</li><li>▪ Schedule staff to cover rentals and extra events</li><li>▪ Uphold certifications needed for position</li></ul>		
	January 2016-May 2016	BGCGN	Nashua, NH
	Lifeguard		
	<ul style="list-style-type: none"><li>▪ Ensure Safety of Club members</li><li>▪ Uphold certifications</li></ul>		
	April 2011 – May 2016	YMCA of Greater Nashua	Nashua, NH
	Head Lifeguard Nashua and Merrimack		
	<ul style="list-style-type: none"><li>▪ Oversee staff on a daily basis</li><li>▪ Ensure patron Safety</li><li>▪ Regulate chemicals for pool</li></ul>		
<b>Education</b>	2016- Present	Manchester Community College	Manchester, NH
	Associates in Health Information Management		
	<ul style="list-style-type: none"><li>▪ Still working towards the degree</li></ul>		
	2014-2016	Saint Michael's College	Colchester, VT
	Worked towards a degree in Biology		

# Samantha J. Goy

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- Lifeguarding
- AED
- First Aid/ CPR
- SafeSport
- USA Synchro Level 2F Judge
- USA Synchro Certified Assessor
- Certifications** ▪ USA Synchro Level 3 Certified Coach
  - Concussion Training
  - Asthma Training
  - Positive Action Training
  - Anti-Bullying training
  - Triple Play Training- Spillet University
  - Program Training with 21<sup>st</sup> Century
  - Spillet Leadership University Be There; Grief Training
  - Athlete Protection Training
  - Foundations of Coaching Training
  - USA Swimming Coaches Training
- Trainings** ▪ 504 Training

Janeth Orozco Sanchez

**Objective:**

Service-focus social working in a positive environment, use my skills and community relations experience, to enrich interaction, learning, and to raise awareness of diversity. I would like to facilitate resources for the communities with my support.

Serve as program coordinator with a strong commitment to serving the needs of disadvantaged youth and adult populations. Work efficiently in building community support, by affiliating with key coalitions and strategic partnerships.

**Skills:**

**Skill Name**

**Last Used / Experience**

Client Advocacy

Currently used / 2 year

Community Outreach

Currently used / 4 years

Computer

Currently used/ WD-Excel

**Bilingual:**

Spanish/English

**Advocacy:**

Leadership of Greater Nashua, Chamber of Commerce

June, 2015

New Hampshire Alliance Immigrant & Refuge

May, 2012

Southern NH Services & Head Start Policy Council,

September, 2012

**Education**

B.A. in Human Development and a Minor in Social Work

Graduated

Rivier University Nashua, NH

May 11, 2013

Child Development Associate, National Credentials

2006-2014

**Employment:**

Boys & Girls Club of Greater Nashua

Dec. 15, 2015 - Currently

1 Positive Place Nashua, NH 03060

Welcoming New Hampshire, NHAIR

Dec. 15, 2015

Welcoming NH Coordinator

New Hampshire Alliance Immigrant & Refuge

Nov. 26, 2012

Consultant

### **Translations and Collaboration with 211 Connections**

- 211 New Hampshire Mission: to build NH's capacity to strengthen the way people accesses help and engage in civic life.
- 211 New Hampshire Vision: to provide the residents of NH with easy and accurate access to health and human services and to meet their needs daily and in times of crisis.
- For this particular entity I did a translation independently.
- City Clerk's Office Translations of any source and for the Nashua residents, as well.

### **Community Involvement**

- Board Member of Executive Directors at Adult Learning Center Nashua, NH
- Nashua Prevention Coalition Nashua, NH facilitates a Boys & Girls Club SADD group.
- One Greater Nashua ; volunteered with the Youth and Family engagement goal
- Massachusetts Immigrant and Refugee Coalition (NHAIR) in Manchester, NH.
- 211 Connection in Manchester, NH wrote a translation of the programs card into Spanish program card, voluntarily.
- Facilitate the Youth Ambassador Program of Nashua Cultural Connections Committee
- Gate City Initiative, Nashua NH member and active participant of our community group with non-profit interest. Formed by leaders of the community and local churches. The group allocates Nashua residents' concerns and social issues.

### **Qualifications:**

- Trained Positive Action Facilitator
- Certified Prevention Specialist – Expected completion Spring 2020
- Possess strong project skills as a group leader and team player,
- Deliver on-time newsletters or projects.
- Able to develop and maintain relationships with people.
- Proactive, analytical thinker who looks for solutions and anticipates needs of others.
- Calm demeanor under stress yielding a productive, team oriented environment.
- Ability to work independently, as well as part of the team.
- Excellent communication skills both verbal and written.

**Reference:** Will be furnished upon request.

**Monica Gallant**

RESUME

Post Baccalaureate Special Education Certification

Education

Granite State College Bachelor of Arts in English,  
concentration in Teacher Education.

Work  
Experience

Coordinator, Nashua Prevention Coalition, Nashua, NH  
October 2013 - Present

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.

Coordinator, Community Action for Safe Teens (CAST), Milford NH  
October 2011 - Present

Responsibilities include outreach to community stakeholders; programming, management/supervision, youth development, facilitating community building and collaboration, strategic planning; grant writing; with a focus on substance misuse awareness and prevention for youth.

Special Education Associate, Heron Pond Elementary School,  
Milford August 2009 - June 2016

Responsibilities include working with students that have developmental, behavioral and emotional disabilities. Provide support with reading, mathematics and basic life skills. Experience in Wilson Reading, Harcourt Reading, Reading Wonders and Wonder Works.

Administrative Assistant, Micromatics Machine Co., Hollis  
NH September 2004 - 2014

Responsibilities include office administrative duties, light bookkeeping using JobBoss software and job cost analysis.

Commercial Lines Manager, Bechard Insurance Agency, Nashua NH  
1981 - 1991

Responsibilities included managing employees, servicing commercial business accounts, developing policy and procedure manuals, etc.

Certification

Certified Prevention Specialist

ParaEducator II-State of NH

Completed the ABA Card Training "Therapist elearning"- October 2014  
Community Anti-Drug Coalition Academy Graduate - February 2015

Volunteer Work

- Chairperson of Community Action for Safe Teens
- Outreach Board of First Church, Nashua NH
- Parent Education Coordinator for Hollis Brookline High School PTSA
- Christian Ed Teacher & Senior High Youth Advisor at First Church, Nashua NH (1997-Present)
- Phoenix Program, Nashua NH classroom assistant (Internship 2008)
- 4-H Group Leader - ages 5 through 15; 15 active members (2002- 2009)
- Teen Book Club Facilitator
- Family Resource Committee Chair - Brookline PTO (2002-2008)
- Active Parenting Now & Active Parenting of Teens Leader
- Best-Schools Leadership Committee for Brookline Schools

**Boys & Girls Club of Greater Salem  
(for NH Boys & Girls Clubs)**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lexi Gutierrez	Prevention Specialist BGC Greater Salem	\$55,000	100%	\$55,000
Monica Gallant	CPS, Prevention Coordinator BGC Souhegan Valley	\$56,000	50%	\$28,000
Bree Cosgrove	Individual Services Director BGC Greater Nashua	\$34,000	50%	\$17,000
Janeth Orozco Sanchez	Individual Services Director (Teens) BGC Greater Nashua	\$37,000	50%	\$18,500
Tim Davidian	Athletic Director BGC Greater Nashua	\$34,000	9%	\$3,060
Samantha Goy	Aquatics Director BGC Greater Nashua	\$34,000	9%	\$3,060
Eric McCambley	Clubhouse Director BGC Greater Nashua	\$39,000	7.5%	\$2,900
Joseph Maryanski	Director of Teen Services BGC Greater Nashua	\$47,000	6%	\$2,800
Marcos Diaz	Teen Education Director BGC Greater Nashua	\$34,000	4.5%	\$1,500
Sophie Bedard	Cultural Arts Director BGC Greater Nashua	\$34,000	4.5%	\$1,500
Joshua Goldman	Education Director BGC Greater Nashua	\$36,000	4.5%	\$1,600





Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

20 mac

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

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

July 14, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services to enter into agreements with the vendors listed in the table below for the provision of evidenced informed substance misuse prevention direct services to youth and their parents/caregivers in an amount not to exceed \$395,892 effective upon Governor and Executive Council approval through June 30, 2018. 100% Other Funds.

Vendor	Vendor Number	Area Served	Total Amount
Boys & Girls Club of Greater Salem	TBD	Salem, Nashua, and Sougegan Valley	\$220,892
North Country Education Services Agency	TBD	Northern Grafton and COOS County	\$175,000
		<b>Total:</b>	<b>\$395,892</b>

Funds are available in the following account for State Fiscal Year 2018.

**05-95-49-920510-2989 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

SFY	Class/Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	49158504	\$395,892
			<b>Sub-total SFY17</b>	<b>\$395,892</b>

**EXPLANATION**

The purpose of this request is enter into two (2) agreements with vendors who will provide substance misuse prevention direct services to youth and related programming for their parents/caregivers. Targets for this program include youth between ten (10) and twenty (20) years of age who are at risk of engaging in the misuse of alcohol and illicit use of drugs. Risk factors include youth experiencing poor academic performance or behavioral problems at school or that have dropped out of school, that are involved with the juvenile justice system, as

well as children whose parents/caregivers are engaged in the active misuse of alcohol and or illicit drugs.

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

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

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

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

These contracts were competitively bid. The Department published a Request for Proposal on the Department of Health and Human Services website (RFP-2017-BDAS-04-SUBST) from March 21, 2017 through April 25, 2017. Four (4) proposals were received and evaluated. Because there is great need for diversified statewide services, the two (2) highest scoring were selected to receive funding for proposed services. The bid sheet is attached.

These contracts include language in Exhibit C-1, Paragraph 3 that allows the Department to renew contracted services for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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

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

Area Served: Statewide

Source of Funds: 100% Other Funds

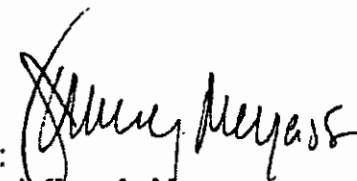
In the event that Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



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

Substance Misuse Prevention Direct  
Services

RFP-2017-BDAS-04-SUBST

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Boys & Girls Club of Greater Salem, Inc.
2. NH Juvenile Court Diversion Network
3. North Country Education Services
4. EverFi, Inc.

	Maximum Points	Actual Points
1.	400	371
2.	400	314
3.	400	351
4.	400	202

1. Laurie Heath, Business Administrator IV
2. Lauren Quann, M.S., TANF Program Specialist
3. Jamie L. Dall, Sr. Finance Director
4. Shannon Quinn, Training Coordinator
5. Jill A. Burke, Chief of Prevention
- 6.



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

**Denis Goulet**  
 Commissioner

July 24, 2017

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

Dear Commissioner Meyers:

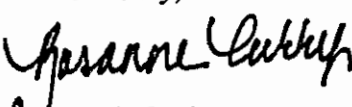
This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into contract agreements with two (2) vendors as described below and referenced as DoIT No. 2018-042 and 2018-044, respectively.

The requested action authorizes the Department of Health and Human Services to enter into contract agreements with the Boys and Girls Club of Salem and North Country Education Services Agency to provide substance misuse prevention services for youth and their parents/caregivers.

Vendor	Area Served	Amount
Boys and Girls Club of Salem	Salem, Nashua and Souhegan Valley	\$220,892
North Country Education Services Agency	Rockingham County and surrounding communities	\$175,000
	Total	\$395,892

The price limitation is a combined total of \$395,892, effective upon Governor and Council approval through June 30, 2018.

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

Sincerely,  
  
 for Denis Goulet

DG/ik  
 DoIT #2018-042 and 2018-044  
 cc: Bruce Smith, IT Manager, DoIT

Subject: Substance Misuse Prevention Direct Services (RFP-2017-BDAS-04-Subst-01)


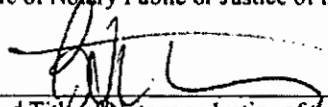
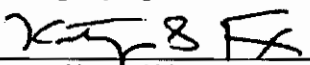
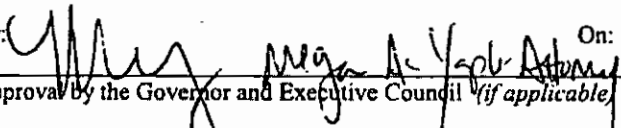
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Boys & Girls Club of Greater Salem		1.4 Contractor Address 3 Geremonty Drive Salem, H 03079	
1.5 Contractor Phone Number (603) 898-7709 Ext. 13	1.6 Account Number 05-95-49-491510-2989 05-95-92-920510-3382	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$220,892
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory MARCO ARZEN; CHIEF OPERATING OFFICER	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Rockingham</u> On <u>July 7, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Bethanny A. Keane, Notary BETHANNY A. KEANE, Notary Public My Commission Expires December 3, 2019			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katya S Fox, Director Date: <u>7/17/17</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>7/31/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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



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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to youth, ages ten (10) to seventeen (17), who are in the Institute of Medicine (IOM) Prevention Classification categories of selective or indicated and provide parent education for parents/caregivers of the targeted population, statewide.
- 1.4. The Contractor shall work collaboratively with the Regional Public Health Networks (RPHN) and community partners in order to engage community service agencies that are available to youth and parents/caregivers, including but not limited to, Juvenile Diversion Network programs, alcohol and other drug services, mental health services, and housing services.
- 1.5. The Contractor shall make appropriate referrals to community providers as needed. The contractor shall develop and maintain protocols for referrals to appropriate providers and have such protocols available to the Department upon request.
- 1.6. The Contractor shall ensure funding received under this contract is used for new programs.
- 1.7. The Contractor shall maintain separate streams of funding for this and other projects.

### 2. Scope of Work

- 2.1. The Contractor shall implement intervention and prevention programs for youth and/or parents of youth in grades six (6), seven (7) and eight (8) in a minimum of three (3) locations, which include but are not limited to:
  - 2.1.1. The Boys and Girls Club of Greater Salem.
  - 2.1.2. The Boys and Girls Club of Greater Nashua.
  - 2.1.3. The Boys and Girls Club of Souhegan Valley.
- 2.2. The Contractor shall purchase evidence-based program materials necessary to implement Positive Action and Parenting Wisely for three locations. The Contractor shall purchase:
  - 2.2.1. One (1) Grade 6 Positive Action kit.
  - 2.2.2. Two (2) Grade 6 Positive Action Refresher kits.
  - 2.2.3. Three (3) Grade 7 Positive Action kits.
  - 2.2.4. Three (3) Grade 8 Positive Action kits.



- 2.2.5. Three (3) Secondary Drug Use Prevention kits.
- 2.2.6. Two (2) Drug Use Refresher kits.
- 2.2.7. Three (3) Parenting Wisely agency packages, each containing:
  - 2.2.7.1. Fifty (50) Online Accounts.
  - 2.2.7.2. Fifty (50) Parent Workbooks.
  - 2.2.7.3. Fifty (50) User Instruction Cards.
  - 2.2.7.4. Two (2) Service Provider Guides.
  - 2.2.7.5. Four (4) Display Posters.
  - 2.2.7.6. Management App Access.
  - 2.2.7.7. Technical Support.
  - 2.2.7.8. Printable Certificates.
- 2.3. The Contractor shall accept referrals for services from sources that include, but are not limited to:
  - 2.3.1. School faculty.
  - 2.3.2. Staff.
  - 2.3.3. Counselors.
  - 2.3.4. Parents.
  - 2.3.5. Guardians.
- 2.4. The Contractor shall implement Positive Action to a minimum of 150 individuals who are in grades 6, 7 and/or 8 who are current members of the Boys and Girls Club at club locations identified in Section 2.1. The Contractor shall ensure:
  - 2.4.1. Programing is available to individuals during after school and summer programs.
  - 2.4.2. A minimum of 2.5 FTE prevention specialists are available for program implementation.
  - 2.4.3. Measure outcomes with the use of pre- and post-tests that are provided with each program.
- 2.5. The Contractor shall implement the Parenting Wisely program at each location identified in Section 2.1 in order to equip parents with the tools necessary to assist parents with learning constructive skills that are proven to lessen drug and alcohol abuse in youth, school and homework problems, delinquency and other problem behaviors, and family conflict. The Contractor shall ensure:
  - 2.5.1. The location in Section 2.1.2 targets parents of children attending the Camp Mariposa program, which supports children who have lost a parent to addiction
  - 2.5.2. Barriers to participation for parents are reduced by teaming with community partners to offer incentives to parents who participate, which may include but are not limited to:
    - 2.5.2.1. Dinner with child care provided at no cost.



Exhibit A

- 2.5.2.2. Raffles for heating oil and gas cards.
- 2.5.2.3. Give-a-ways such as rolls of quarters for use at laundry facilities while loaning out a computer with the parenting program on CD-ROM.
- 2.5.2.4. Transportation for families who have issues with getting to the Boys and Girls Club for parenting events.
- 2.5.3. A minimum of one (1) laptop is available at each location described in Section 2.1 for parents to sign out in order to complete the CD-ROM program.
- 2.5.4. Parents can sign out the CD-ROM program to use at their leisure on their home computers or in the Boys and Girls Club computer lab.
- 2.5.5. Parents have access to a computer to complete the Parenting Wisely program while their child(ren) attends Boys and Girls Club programming.

**3. Outreach**

- 3.1. The Contractor shall conduct outreach activities in a variety of methods that include, but are not limited to:
  - 3.1.1. Social media.
  - 3.1.2. Newsletters.
  - 3.1.3. Networking with community partners to advertise programming.
- 3.2. The Contractor shall ensure the Boys and Girls Club of Greater Nashua conducts outreach to maintain broad knowledge of available program by:
  - 3.2.1. Sending weekly email updates to a minimum of 950 households.
  - 3.2.2. Maintaining a social media following of 1000 followers.
- 3.3. The Contractor shall ensure the Boys and Girls Club of Souhegan Valley conducts outreach to maintain broad knowledge of available program by:
  - 3.3.1. Reaching an average of 3,500 homes per month through social media and e-mails.
  - 3.3.2. Reaching a minimum of 500 parents per month through parent newsletters.
- 3.4. The Contractor shall ensure the Boys & Girls Club of Grater Salem conducts outreach to maintain broad knowledge of available program by:
  - 3.4.1. Sending monthly e-mail newsletters to a minimum of 1,900 households.
  - 3.4.2. Maintaining a social media following of a minimum of 1,495 followers.
- 3.5. The Contractor shall distribute monthly e-mails to the membership database, which shall reach a minim of 960 families and all 2,846 members in order to provide consist knowledge of programming available through the Boys and Girls Clubs.

**4. Evidence Based Programs**

- 4.1. The Contractor shall utilize the Positive Action Prevention Program which supports the prevention, intervention and treatment of abuse of substances that include, but are not limited to:
  - 4.1.1. Alcohol.



- 4.1.2. Tobacco.
- 4.1.3. Marijuana.
- 4.1.4. Methamphetamines.
- 4.1.5. Opiates.
- 4.1.6. Stimulants.
- 4.1.7. Steroids.
- 4.1.8. Hallucinogens.
- 4.1.9. Inhalants.
- 4.1.10. Prescription drugs.
- 4.2. The Contractor shall assist individuals increase their awareness of the negative consequences of substance misuse through the implementation of the Positive Action program, which:
  - 4.2.1. Teaches students a basic philosophy regarding the value of positive actions and consequences of the negative action of substance use.
  - 4.2.2. Teaches students on a daily basis of how and why the students can be strong and live without drugs.
  - 4.2.3. Explains that a positive self-concept is developed only by doing positive actions, which is a philosophy that can be applied to any given situation, including situations where youth may be pressured to drink, smoke or use drugs.
- 4.3. The Contractor shall ensure all program activities conducted in the Positive Action program are available to the general club population, in order to reduce individual labeling and increase bonding to school and community, at key transition points including but not limited to:
  - 4.3.1. Transition to middle school.
  - 4.3.2. Transition to high school.
- 4.4. The Contractor shall ensure Positive Action programming is available in addition to other club activities in which the individual may be involved, which may include, but is not limited to:
  - 4.4.1. Smart Moves.
  - 4.4.2. Money Matters.
  - 4.4.3. Passport to Manhood.
  - 4.4.4. Little Ambassadors Character Program.
  - 4.4.5. Torch Club Leadership Program.
  - 4.4.6. Keystone Leadership Program.
  - 4.4.7. Power Hour Homework Help.
  - 4.4.8. Project Learn.
  - 4.4.9. Triple Play.



Exhibit A

- 4.4.10. Character Counts.
- 4.4.11. Summer Brain Gain.
- 4.5. The Contractor shall purchase the Positive Action Drug Education Supplements Kits for Secondary Education, which includes but is not limited to:
  - 4.5.1. Three (3) to four (4) lessons taught at the end of each unit of grades five (5) through eight (8).
  - 4.5.2. The play, Escape from the Shadows that takes a metaphorical approach to being drug-free and avoiding behaviors that can lead to addiction.
  - 4.5.3. Materials for 30 individuals.
  - 4.5.4. Posters and hands-on materials.
- 4.6. The Contractor shall implement Parenting Wisely at sites identified in Section 2.1, which is a computer-based training program for parents of children ages 3 through 18 years based on social learning, cognitive behavior, and family systems theories, in order to increase parental communication and disciplinary skills. The Contractor shall:
  - 4.6.1. Ensure parents understand that the program includes nine (9) sessions lasting approximately 2 to 3 hours that consist of:
    - 4.6.1.1. Viewing a video enactment of a typical family struggle.
    - 4.6.1.2. Choosing from a list of solutions representing different levels of effectiveness, each of which are critiqued through questions and answers.
    - 4.6.1.3. A quiz at the end of each session.
    - 4.6.1.4. A workbook that contains program content and exercises to promote skill building and practice.
  - 4.6.2. Include suggestions and parenting tips from the Parenting Wisely program in newsletters at all sites in order to:
    - 4.6.2.1. Recruit and promote parents to participate in the full program.
    - 4.6.2.2. Share knowledge from the program in a broad manner in order to reduce isolation of parents who may want to participate.
  - 4.6.3. Minimize barriers to participation, which may include, but is not limited to:
    - 4.6.3.1. No cost childcare for parents who which to participate in the program on-site.
    - 4.6.3.2. Allowing parents to sign out the CD-ROM set to view/complete on their home computers.
    - 4.6.3.3. Allowing parents to sign out a laptop in order to view/complete the program at their convenience.
    - 4.6.3.4. Providing transportation.
    - 4.6.3.5. Partnering with local entities to:
      - 4.6.3.5.1. Provide assistance in informing parents about Parenting Wisely.


  
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Exhibit A

- 4.6.3.5.2. Provide incentives including, but not limited to, gift cards to local businesses that can be given to participants upon completion of the program.
- 4.6.4. Ensure a Prevention Specialist oversees program activities for Positive Action and Parenting Wisely. The Contractor shall monitor:
  - 4.6.4.1. Program lending practices.
  - 4.6.4.2. Progress made by participants.
  - 4.6.4.3. Challenges encountered by participants and staff.
  - 4.6.4.4. Completion of the program, including printing and awarding Certificates of Completion.
- 4.7. The Contractor shall ensure fidelity with best practices by:
  - 4.7.1. Following recommended implementation processes by the developers and trainers of Positive Actions and Parenting Wisely.
  - 4.7.2. Utilizing checklists.
  - 4.7.3. Collaborating with the NH Center for Excellence in order to implement pre- and post-tests, surveys and other evaluation and measurement tools available.
  - 4.7.4. Consulting with partners at Positive Active and Parenting Wisely, as needed, utilizing a maximum of six (6) hours of technical assistance from Positive Action consultants.
  - 4.7.5. Utilize 'train-the-trainer' techniques at sites identified in Section 2.1 to ensure new staff are trained in both programs.

**5. Staffing**

- 5.1. The Contractor shall ensure Certified Prevention Specialist minimum staffing levels include, but are not limited to:
  - 5.1.1. One (1) Full Time Certified Prevention Specialist is on staff at the Greater Nashua location.
  - 5.1.2. One (1) Full Time Certified Prevention Specialist is on staff at the Greater Nashua location.
  - 5.1.3. One (1) Half Time Certified Prevention Specialist is on staff at the Souhegan Valley location.
- 5.2. The Contractor shall ensure minimum staffing levels are available at each location identified in Section 2.1 as follows:
  - 5.2.1. Four (4) Full Time staff trained to administer the Positive Action Program at the Boys and Girls Club of Greater Salem.
  - 5.2.2. Two (2) Full Time staff and three (3) Part Time staff are trained to administer the Positive Action Program at the Boys and Girls Club of Souhegan Valley.
  - 5.2.3. Nine (9) Full Time staff are trained to administer the Positive Action Program at the Boys and Girls Club of Greater Nashua.

*[Handwritten Signature]*

7.7.17



Exhibit A

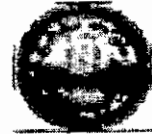
- 5.3. The Contractor shall ensure each prevention specialist in Section 5.1 attends a minimum of eight (8) trainings with the NH Training Institute on Addictive Disorders.
- 5.4. The Contractor shall ensure each prevention specialist in Section 5.1 attends a minimum of one (1) education conference.
- 5.5. The Contractor shall ensure each prevention specialist in Section 5.1.2 and Section 5.1.3 obtains CPS Certification.

**6. Workplan/Timetable**

6.1. The Contractor shall provide services within timeframes as indicated in the timeline below:

Benchmarks	Deliverables	Timeline
Statewide acknowledgement of BGCs as partners in prevention	Press Release of Award	Upon contract effective date.
Order Positive Action and PW Materials for all BGCs	Acquire Materials to Implement Program	No later than two (2) weeks from the contract effective date.
Determine Cultural Adaptations needed	Make cultural adaptations needed	No later than two (2) weeks from the contract effective date.
Advertise open positions	Hire Prevention Specialists	No later than forty-five (45) days from the contract effective date.
Develop Marketing Material for all BGCs for Positive Action and PW Programs	Market Positive Action and Parenting Wisely Programs at all sites	No later than forty-five (45) days from the contract effective date.
Register youth in Positive Action Program at each site	Implement program	September 2017
Begin enrolling parents in PW program	Implement program	September 2017
Implementation continues at each site	60 youth will participate in Positive Action at Greater Salem, 60 youth at Greater Nashua, and 30 youth at Souhegan Valley. 30 Parents/Guardians will participate in Parenting Wisely at Greater Salem, 25 at Greater Nashua and 20 at Souhegan Valley	September 2017 to contract completion
Learning Collaborative	Increase skills and knowledge of staff at BGCs.	As required by the Department.





- 6.2. The Contractor shall submit a final workplan with specific dates of events to the Department for approval within 10 days of the contract effective date.

## 7. Deliverables

- 7.1. The Contractor shall purchase all kits to implement the Positive Action program at three (3) Boys and Girls Club sites identified in Section 2.1 no later than ten (10) business days from the contract effective date.
- 7.2. The Contractor shall purchase all kits to implement the Positive Parenting program at three (3) Boys and Girls Club sites identified in Section 2.1 no later than ten (10) business days from the contract effective date.
- 7.3. The Contractor shall purchase one (1) laptop for each location identified in Section 2.1 for a total of three (3) laptops no later than fourteen (14) business days from the contract effective date.
- 7.4. The Contractor shall provide the Positive Action program to a minimum of one hundred fifty (150) youth of which:
- 7.4.1. A minimum of sixty (60) shall be from the Boys and Girls Club of Greater Salem.
- 7.4.2. A minimum of sixty (60) shall be from the Boys and Girls Club of Greater Nashua.
- 7.4.3. A minimum of thirty (30) shall be from the Boys and Girls Club of the Souhegan Valley.
- 7.5. The Contractor shall provide the Parenting Wisely program to a minimum of seventy-five (75) parents of which:
- 7.5.1. A minimum of thirty (30) shall be from the Boys and Girls Club of Greater Salem.
- 7.5.2. A minimum of twenty-five (25) shall be from the Boys and Girls Club of Greater Nashua.
- 7.5.3. A minimum of twenty (20) shall be from the Boys and Girls Club of the Souhegan Valley.

## 8. Performance Measures

- 8.1. The Contractor shall ensure 100% of program applications include a consent form for youth to participate in the Positive Action program at each site identified in Section 2.1.
- 8.2. The Contractor shall ensure a minimum of twenty (20) major community partners are involved with program activities during the contract period.
- 8.3. The Contractor shall ensure 100% of employees receiving funding from this agreement become Certified Prevention Specialist.
- 8.4. Local schools and community partners will report an increase in participation in community and school activities by program participants.
- 8.5. As a result of participating in the programs and services funded by this contract participants shall, at a minimum, demonstrate;
- 8.5.1. Increase in perception of harm/risk of the use of substances;



- 8.5.2. Increase in perception of peer or parental/caregiver disapproval on the use of substances;
- 8.5.3. Increase in parental efficacy; and
- 8.5.4. Increase in parental communication and monitoring.

## 9. Participant Survey

- 9.1. The Contractor shall administer a survey, supplied by the Department, to all individuals participating in the selected service.
- 9.2. The Contractor shall ensure participants who complete the intervention fully complete all components of the survey design. The Contractor shall:
  - 9.2.1. Provide instruction to participants on the importance of completing the Department provided survey according to the Department instructions.
  - 9.2.2. Ensure the survey administration process includes the process for acquiring consent from program participants in the evaluation and in compliance with the Department's policies and protocols.
  - 9.2.3. Survey a minimum of eighty percent (80%) of program participants.

## 10. Data Storage and Reporting

- 10.1.1. The Contractor shall develop a system to safely store and maintain survey data in compliance with the Department's policies and protocols.
- 10.1.2. The Contractor shall be required to enter the completed survey data into a database provided by the Department. Survey data will be provided to the Department's contracted entity to provide evaluation.
- 10.1.3. The Contractor shall input data on a monthly basis to an online database as required by the Department. The Department will provide training on the use of the database system. The data includes, but is not limited to:
  - 10.1.3.1. Number of individuals served;
  - 10.1.3.2. Demographics of individuals served;
  - 10.1.3.3. Types of strategies or interventions implemented; and
  - 10.1.3.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions
- 10.1.4. The Contractor shall ensure compliance with all data reporting requirements including, but not limited to;
  - 10.1.4.1. The ability to communicate and submit required reports via email.
  - 10.1.4.2. The ability to submit the following reports in formats approved and/or provided by the Department:
    - 10.1.4.2.1. Enter and complete monthly data reporting in the New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the previous month, e.g. July data will be entered fully by August 20<sup>th</sup>;

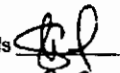
  
Date 7.7.17



Exhibit A

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10.1.4.2.2. Submit monthly expenditure reports for reimbursement of costs associated with contract activities by the 20<sup>th</sup> business day following the end of the previous month.

10.1.5. All data related exchanges, standards, policies, systems etc. may, at the sole discretion of the Department, be reviewed by the Department and/or the Department of Information Technology (DoIT) to assess conformance with Department and DoIT information security/privacy standards.

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

Handwritten initials in black ink, possibly reading 'G.P.' or similar, written over a horizontal line.

7-7-17



**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Funding for this contract is 100% Other Funds (Governor's Commission on Alcohol and other Drug Prevention, Treatment, and Recovery).
3. The Contractor shall provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. Payment for Services shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices and any attendant reports by the 15<sup>th</sup> of each month.
  - 4.2. Expenses shall be reported for reimbursement by budget line item in accordance with Exhibit B-1 and Exhibit B-2 with invoice template supplied by the State.
  - 4.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
  - 4.4. Invoices and reports identified in Section 4 shall be submitted to:

Department of Health and Human Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

  
Date 7.7.17


Exhibit B-1 Budget

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

Division/Program Name: **Boys & Girls Club of Greater Salem**  
Budget Request For: **Substance Misuse Prevention Direct Services**  
Budget Period: **7/1/17 to 6/30/18**

Line Item	Total Program Cost			Commodities/Other/Match			Funded by DHS contract share		
	Direct Nonrecurring	Indirect Fixed	Total	Direct Nonrecurring	Indirect Fixed	Total	Direct Nonrecurring	Indirect Fixed	Total
1. Total Salary/Wages	\$ 135,000.00	\$ -	\$ 135,000.00	\$ -	\$ -	\$ -	\$ 135,000.00	\$ -	\$ 135,000.00
2. Employee Benefits	\$ 33,750.00	\$ -	\$ 33,750.00	\$ -	\$ -	\$ -	\$ 33,750.00	\$ -	\$ 33,750.00
3. Consultants	\$ 1,650.00	\$ -	\$ 1,650.00	\$ -	\$ -	\$ -	\$ 1,650.00	\$ -	\$ 1,650.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 3,600.00	\$ -	\$ 3,600.00	\$ -	\$ -	\$ -	\$ 3,600.00	\$ -	\$ 3,600.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 20,100.00	\$ -	\$ 20,100.00	\$ -	\$ -	\$ -	\$ 20,100.00	\$ -	\$ 20,100.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00
6. Travel	\$ 7,400.00	\$ -	\$ 7,400.00	\$ -	\$ -	\$ -	\$ 7,400.00	\$ -	\$ 7,400.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,030.00	\$ -	\$ 2,030.00	\$ -	\$ -	\$ -	\$ 2,030.00	\$ -	\$ 2,030.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specify Details in Narrative)	\$ -	\$ 16,362.00	\$ 16,362.00	\$ -	\$ -	\$ -	\$ -	\$ 16,362.00	\$ 16,362.00
<b>TOTAL</b>	<b>\$ 204,530.00</b>	<b>\$ 16,362.00</b>	<b>\$ 220,892.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 204,530.00</b>	<b>\$ 16,362.00</b>	<b>\$ 220,892.00</b>

Indirect As A Percent of Direct 8.0%

Contract #   
Date 7-7-17



**SPECIAL PROVISIONS**

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

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

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7-7-17



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

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

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



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

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

Handwritten signature of the contractor.





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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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

*[Handwritten Signature]*  
7-7-17



**REVISIONS TO GENERAL PROVISIONS**

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



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

  
7-7-17

New Hampshire Department of Health and Human Services  
Exhibit D



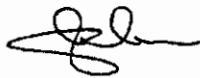
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name:

7.7.17  
Date

  
Name: MARCO ASSEL  
Title: CHIEF OPERATION OFFICER



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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


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

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

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

Contractor Name:

7.7.17  
Date

  
Name: MARCO ARPA  
Title: CHIEF OPERATION OFFICER



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

*[Handwritten Signature]*

7-7-17



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: Foy's & Grass Club of Greater Salem

Name: MARC ASSEM  
Title: CHIEF OPERATION OFFICER

7.7.17  
Date





**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

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

Contractor Initials

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: BOYS & GIRLS CLUB OF GREATER SALMON

Name: MARLO ABRU  
Title: CHIEF OPERATING OFFICER

7.7.17

Date

Exhibit G

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

Contractor Initials

Date

7.7.17



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Boys & Girls Club of Greater Salem

7.7.17  
Date


  
Name: Mark Arsen  
Title: Chief Operating Officer



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

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

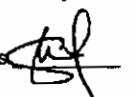
  
7-7-17



Exhibit I

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

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

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

A handwritten signature in black ink, appearing to be "JL".

7-7-12



Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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

7-7-17



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

A handwritten signature in black ink, appearing to be "JF".

7.7.12





Exhibit I

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

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

Department of Health and Human Services  
The State

[Signature]  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

7/17/17  
Date

Boys & Girls Club of Greater Salem  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

MARCO ARELLANO  
Name of Authorized Representative

CHIEF OPERATING OFFICER  
Title of Authorized Representative

7-7-17  
Date



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

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

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

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

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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Boys & Girls Club of Greater Salem

Name: MARCO ABRU  
Title: CHIEF OPERATING OFFICER

7.7.17  
Date

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: 099358004
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

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

*[Handwritten Signature]*  
7.7.17



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Misuse Prevention Direct Services Contract**

This 1<sup>st</sup> Amendment to the Substance Misuse Prevention Direct Services contract (hereinafter referred to as "Amendment #1") dated this 5<sup>th</sup> day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Country Education Services, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 300 Gorham Hill Road, Gorham, NH 03581.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 23, 2017, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to exercise a renewal option for up two (2) years and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$519,130.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
5. Add Exhibit B-2, Budget – Amendment #1.
6. Add Exhibit B-3, Budget – Amendment #1.
7. Add Exhibit K, DHHS Information Security Requirements.




New Hampshire Department of Health and Human Services  
Substance Misuse Prevention Direct Services Contract

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

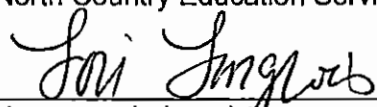
State of New Hampshire  
Department of Health and Human Services

5/10/18  
Date

  
~~Christine Tappan:~~ T. Presson  
~~Associate Commissioner:~~ Dep. Comm L

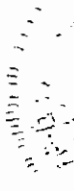

North Country Education Services

4/13/18  
Date

  
Name: Lori Langlois  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Coos on 04/13/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

  
  
Signature of Notary Public or Justice of the Peace

Betty A Lemelin-Dube, Notary  
Name and Title of Notary or Justice of the Peace

**BETTY A. LEMELIN-DUBE, Notary Public**  
**My Commission Expires October 21, 2020**

My Commission Expires: \_\_\_\_\_



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**New Hampshire Department of Health and Human Services  
Substance Misuse Prevention Direct Services Contract**

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

OFFICE OF THE ATTORNEY GENERAL

6/5/18  
Date

*RWR*  
Name: *Rebecca W Ross*  
Title: *Senior Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

Exhibit B-2, Budget Sheet, Amendment #1

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

Bidder/Program Name: North Country Education Services Agency

Budget Request for: Substance Misuse Prevention Contract

Budget Period: 7/1/18-6/30/19

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 110,000.00	\$ -	\$ 110,000.00	\$ 17,500.00	\$ -	\$ 17,500.00	\$ 22,500.00	\$ -	\$ 22,500.00
2. Employee Benefits	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00
3. Consultants	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00
4. Equipment	\$ 17,500.00	\$ -	\$ 17,500.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 2,500.00	\$ -	\$ 2,500.00
Rental	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00
Repair and Maintenance	\$ 253.00	\$ -	\$ 253.00	\$ -	\$ -	\$ -	\$ 253.00	\$ -	\$ 253.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ 3,500.00
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 18,500.00	\$ -	\$ 18,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,500.00
7. Occupancy	\$ 18,000.00	\$ -	\$ 18,000.00	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 6,000.00	\$ -	\$ 12,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200.00
Postage	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 3,750.00	\$ -	\$ 3,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,750.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00
11. Staff Education and Training	\$ 11,288.00	\$ -	\$ 11,288.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,900.00	\$ -	\$ 6,788.00
12. Subcontracts/Agreements	\$ 12,500.00	\$ -	\$ 12,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 10,000.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect	\$ 12,962.00	\$ -	\$ 12,962.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,962.00
TOTAL	\$ 233,085.00	\$ -	\$ 233,085.00	\$ 45,000.00	\$ -	\$ 45,000.00	\$ 117,765.00	\$ -	\$ 172,885.00
Indirect As A Percent of Direct									

Contractor Initials *JH*  
Date 4/13/18



Exhibit B-3, Budget Sheet, Amendment #1

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

Bidder/Program Name: North Country Education Services

Budget Request for: Substance Misuse Prevention Contract

Budget Period: 7/1/18-6/30/20

Line Item	Total Program Cost			Sub-contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 110,000.00	\$ -	\$ 110,000.00	\$ 17,500.00	\$ -	\$ 17,500.00	\$ 92,500.00	\$ -	\$ 92,500.00
2. Employee Benefits	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00
3. Consultants	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00
4. Equipment	\$ 17,500.00	\$ -	\$ 17,500.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 2,500.00	\$ -	\$ 2,500.00
Rental	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00
Repair and Maintenance	\$ 265.00	\$ -	\$ 265.00	\$ -	\$ -	\$ -	\$ 265.00	\$ -	\$ 265.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ 3,500.00
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 18,500.00	\$ -	\$ 18,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,500.00
7. Occupancy	\$ 18,000.00	\$ -	\$ 18,000.00	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 6,000.00	\$ -	\$ 12,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200.00
Postage	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 3,750.00	\$ -	\$ 3,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,750.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00
11. Staff Education and Training	\$ 11,288.00	\$ -	\$ 11,288.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 8,788.00
12. Subcontracts/Agreements	\$ 12,500.00	\$ -	\$ 12,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 10,000.00
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect	\$ 12,962.00	\$ -	\$ 12,962.00	\$ -	\$ -	\$ -	\$ 12,962.00	\$ -	\$ 12,962.00
TOTAL	\$ 233,065.00	\$ -	\$ 233,065.00	\$ 45,000.00	\$ -	\$ 45,000.00	\$ 130,727.00	\$ -	\$ 172,065.00

Indirect As A Percent of Direct

Contractor Initials

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Date 4/12/18



DHHS Information Security Requirements

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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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Exhibit K

DHHS Information Security Requirements

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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

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DHHS Information Security Requirements

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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



**DHHS Information Security Requirements**

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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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Exhibit K

DHHS Information Security Requirements

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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.).



DHHS Information Security Requirements

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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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Exhibit K

DHHS Information Security Requirements

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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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.





Exhibit K

**DHHS Information Security Requirements**

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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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

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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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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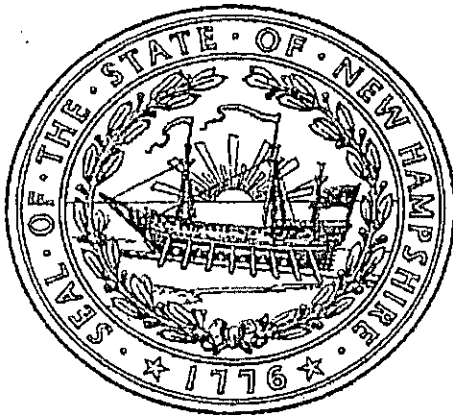
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY EDUCATION SERVICES AGENCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 29, 1971. 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: 66448



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of North Country Education Services Agency Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on June 18, 2013.  
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 17th day of April, 2018.  
(Date Contract Signed)

4. Lori Langlois is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Paul Bousquet  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 17th day of April, 2018.

By Paul Bousquet  
(Name of Elected Officer of the Agency)

Betty A Lemelin-Dube  
(Notary Public/ Justice of the Peace)

(NOTARY SEAL)

**BETTY A. LEMELIN-DUBE, Notary Public**  
**My Commission Expires October 21, 2020**

Commission Expires: \_\_\_\_\_



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> North Country Education Services North Country Education Services Foundation 300 Gorham Hill Road Gorham, NH 03581	<b>Member Number:</b> 953	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not:	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2018	7/1/2019	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2018	7/1/2019	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input checked="" type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>	7/1/2018	7/1/2019	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Tammy Denver</i>
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301			<b>Date:</b> 4/23/2018    tdenver@nhprimex.org
			Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
North Country Education Services North Country Education Services Foundation 300 Gorham Hill Road Gorham, NH 03581	953	NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2017	7/1/2018	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	7/1/2017	7/1/2018	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input checked="" type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>	7/1/2017	7/1/2018	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Tammy Denver</i>
			<b>Date:</b> 4/10/2018    tdenver@nhprimex.org
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



EXECUTIVE BOARD

MINUTES

Tuesday, June 18, 2013
9:30 a.m.

- x C. Baker (PSU)
R. Bell (DOE Liaison)
-x R. Bellavance (MAL)
-x P. Bousquet (20)
-x C. Cascadden (3)-VP
G. Corrigan (20 Rep)
-x B. Dube (NCES)
-x H. Fensom (36)
-x R. Healey (NCES)
-x B. Keenan (MAL)
-x B. Labs (23)
-x C. Ladd (58)
-x L. Langlois (NCES)
-x P. MacMillan (35) PRES
-x J. McGann (68)
T. McGuire (77)
-x R. Mills (7)
R Pike (SU 57)
-x K. Pfeifer (84)
G. Placy (SAU 7)
-x A. Platt (MAL) - Treas
K. Shyne (MAL)
-x K. Soucy (MAL)
D. Stewart (WMCC)
-x M. Treamer (NCES)
(in building)
-x L. Blais (Admin.Asst.)

I. Call to Order-Welcome New Members and Guests

P. MacMillan called the meeting to order at 9:28 am. A round-table introduction was done for Pierre Couture, incoming SAU 35 Superintendent.

II. Introduction of New Executive Director

R. Healey said it is his pleasure to introduce Lori Langlois as the new Executive Director of NCES. He said she has done an outstanding job as Associate Director.

III. Collaboration Project Summary-Final Report-Wayne Gersen

R. Healey said that he has asked Dr. Gersen to give a final report on the Collaboration Tillotson Project. Wayne Gersen dispersed two handouts. He briefly discussed what was projected from the grant which started in 2011. He touched on a few important items: CCSS, Smarter Balanced Assessment, technology software and hardware, CIA, USDOE waiver, collaboration and supporting NCES. R. Healey thanked W. Gersen for all his time and effort over the last two years.

IV. Consent Agenda

- Board Minutes of May 21, 2013
• Finance/Personnel Minutes of May 21, 2013
• Policy Minutes of May 21, 2013

Motion: to accept the Consent Agenda by K. Pfeifer.

Seconded by P. Bousquet.

Motion Carried: all in favor; none opposed.

V. May 2013 Financial Summary

B. Dube said the Finance Summary begins on page 9 of the packet; asked if there were any questions. None were asked.

VI. Executive Director's Report

- Collaboration Grant Evaluation: R. Healey said that Kathleen Norris is scheduled to complete the second phase evaluation of the Collaboration Grant. He feels she did a great job the first time. He is planning to meet with her soon. C. Ladd asked if L. Langlois will be at this meeting. R. Healey said it was not planned; but will update her when he returns.

K. Pfeifer asked if the Wormeli reading circles were still happening. R. Healey said that at the last two meetings, other items have evolved. K. Pfeifer said we committed to the reading

circles so the districts would be prepared for the Wormeli presentation. R. Healey is proposing that the Board decide what to do with any excess money (from the Commissioner) that is left once the Wormeli presentation is paid. Discussion ensued. P. MacMillan asked that this be put on September's Board Agenda for discussion. P. Bousquet suggested reviewing the minutes from the last three months.

- **Tillotson Grant Proposal Update:** L. Langlois received a call from Tillotson; said they are prepared to send NCES a check for \$70,000 this month. NCES needs to apply for the second half. L. Langlois explained that in order to begin the second cohort of NISL, NCES needs to know if the grant is guaranteed. Tillotson said they will invite NCES back and a decision will be made at the beginning of September.
- **Position Openings Update:** R. Healey said that based on district needs; NCES is looking to fill some positions; Speech and language Therapist, Occupational Therapist and School Psychologist.

## VI. Professional Development Reports

L. Langlois update the Board on the following: Tillotson Application (already discussed); 2014 North Country Middle School Film Festival; the upcoming Intel Math class this summer; USDA video conferencing units are being installed; and Gale Reference Library Consortium. R. Healey mentioned that M. Treamer is in the building, but not in the meeting due to the NISL workshop taking place downstairs.

## VII. Other Business

- **NH DOE Liaison Update:** R. Bell was not in attendance this month; recovering from an operation. C. Ladd said he will be up next month to meet with Lori and Matt. R. Healey added that he feels NCES is in good hands with having R. Bell as the liaison, he has been helpful.
- **Signing Authorization; Lori and Matt:** P. MacMillan asked for two motions from the Board to allow L. Langlois and M. Treamer (as back up) to authorize new contracts and agreements.

**Motion:** to certify, as of July 1, 2013, L. Langlois, Executive Director of North Country Education Services, to sign all forms and enter into any contracts or agreements as outlined in the ByLaws, including contracts and agreements with the State of New Hampshire and Department of Education by P. Bousquet.

Seconded by B. Keenan.

**Motion Carried:** most in favor; one opposed (K. Pfeifer).

**Motion:** to certify, as of July 1, 2013, M. Treamer, Associate Director of North Country Education Services, to sign all forms and enter into any contracts or agreements as outlined in the ByLaws, including contracts and agreements with the State of New Hampshire and Department of Education by C. Ladd.

Seconded by C. Baker.

**Motion Carried:** all in favor; none opposed.

- **Non-Public Session:** Before going into non-public session, R. Healey wanted to thank the Board for their help over the last three years. P. MacMillan presented R. Healey with a plaque for his dedication and leadership. R. Healey also thanked P. MacMillan for his time as President and wished him best on his retirement.

**Motion:** to enter into non-public session at 10:35 am by J. McGann.

Seconded by C. Cascadden.

**Motion Carried:** all in favor; none opposed.



**Motion:** to return to public session at 10:44 am by P. Bousquet.

Seconded by C. Ladd.

**Motion Carried:** all in favor; none opposed.

*During the non-public session, the Executive Board supported the Policy Committee's and R. Healey's recommendation to award B. Dube five days paid vacation.*

**VIII. Next meeting: Tuesday, September 17, 2013 at 9:30am.**

**IX. Adjournment**

**Motion:** to adjourn the Executive Board meeting at 10:50 am by B. Keenan.

Seconded by C. Cascadden.

**Motion carried:** all in favor; none opposed.

Respectfully submitted by:



Lisa M Blais, Administrative Assistant



## MISSION STATEMENT

Be the leader for the region in providing professional development and educational services, facilitating partnerships and fostering collaborations that benefit member schools, advocating for resources for teachers and students, and continuously creating opportunities that enhance education in the North Country.

NORTH COUNTRY EDUCATION SERVICES AGENCY  
FINANCIAL STATEMENTS  
With Independent Auditor's Report Thereon

June 30, 2017 and 2016

NORTH COUNTRY EDUCATION SERVICES AGENCY

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June 30, 2017 and 2016

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# The Mercier Group

*a professional corporation*

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## *INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS*

To the Members of the Board of Directors and Management  
North Country Education Services Agency

**Report on the Financial Statements.** We have audited the accompanying financial statements of the North Country Education Services Agency (a non-profit corporation) as listed in the table of contents, which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities, functional expenses and cash flows for the years then ended and the related notes to the financial statements.

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

**Auditor's Responsibility.** Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance auditing standards that are generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated 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 evaluation the overall presentation of the consolidated 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 North Country Education Services Agency, as of June 30, 2017 and 2016, 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.

**Report on Supplementary Schedule.** Our audit was performed for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule listed in the table of contents is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. We have applied certain limited procedures to the supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing it for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Paul G. Mercier, Jr. CPA*

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**The Mercier Group**, a professional corporation  
Canterbury, New Hampshire  
August 26, 2017

# **Financial Statements**

Exhibit A  
**NORTH COUNTRY EDUCATION SERVICES AGENCY**  
*Statements of Financial Position*  
 June 30, 2017 and 2016

*All numbers are expressed in USA Dollars*

	2017	2016
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash	275,833	43,854
Investments	544,654	456,683
Accounts receivable	87,883	61,371
Grants receivable	27,644	42,353
Prepaid expenses	3,000	-
	<b>939,014</b>	<b>604,261</b>
<b>RESTRICTED CASH</b>	<b>-</b>	<b>22,608</b>
<b>PROPERTY AND EQUIPMENT</b>		
Land	35,000	35,000
Buildings	609,967	609,967
Equipment	27,854	82,609
Less: accumulated depreciation	(479,558)	(515,682)
	<b>193,263</b>	<b>211,894</b>
	<b>1,132,277</b>	<b>838,763</b>
<b>LIABILITIES AND NET ASSETS</b>		
<b>LIABILITIES</b>		
Current:		
Current maturities of long-term debt:		
Mortgage Note Payable	-	18,197
Accounts payable	2,114	1,979
Deferred revenues	52,800	1,500
	<b>54,914</b>	<b>21,676</b>
Long-term, <i>less current maturities</i>		
Mortgage Note Payable	-	63,488
Contingency for unfunded pension obligations:		
Agency share of NHRS net pension liabilities, deferred inflows and outflows of resources	1,319,678	1,278,298
	<b>1,319,678</b>	<b>1,341,786</b>
	<b>1,374,592</b>	<b>1,363,462</b>
<b>NET ASSETS</b>		
Unrestricted:		
Board designated for building improvements	18,840	-
Net investment in property & equipment	193,263	130,209
Available to operations	535,215	421,710
Deficit related to unfunded pension obligations	(1,319,678)	(1,278,298)
	<b>(572,360)</b>	<b>(726,379)</b>
Temporarily restricted:		
For loan guarantees	-	22,608
For program purposes	330,045	179,072
	<b>330,045</b>	<b>201,680</b>
	<b>(242,315)</b>	<b>(524,699)</b>
	<b>1,132,277</b>	<b>838,763</b>

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

Exhibit B  
**NORTH COUNTRY EDUCATION SERVICES AGENCY**  
*Statements of Activities*  
For the Fiscal Years Ending June 30, 2017 and 2016

All amounts are expressed in USA Dollars

	2017			2016		
	Temporarily		Total	Temporarily		Total
	Unrestricted	Restricted		Unrestricted	Restricted	
<b>OPERATING SUPPORT, REVENUES AND RECLASSIFICATIONS</b>						
Federal grants		561,270	561,270		111,571	111,571
State grants		134,143	134,143		160,596	160,596
Local government agencies		236,266	236,266		129,131	129,131
Other non-profit agencies		381,220	381,220		266,534	266,534
Donations	200		200			-
Program service revenue	1,283,347		1,283,347	1,370,171		1,370,171
Net assets released from restriction: Satisfaction of program restrictions	1,184,534	(1,184,534)	-	533,175	(533,175)	-
	2,468,081	128,365	2,596,446	1,903,346	134,657	2,038,003
<b>OPERATING EXPENSES</b>						
Educational Program Services:						
NCES Programs	838,412		838,412	867,093		867,093
USDA Equipment	288,627		288,627			-
Adult Learner Services	149,401		149,401	137,228		137,228
Jane's Trust	136,620		136,620			-
STEM	126,323		126,323	129,131		129,131
Coos County Director's Network	101,591		101,591			-
SAP	100,000		100,000			-
NISL	99,246		99,246	56,623		56,623
Tillotson - Operations	50,000		50,000			-
NH Center for Learning	48,224		48,224	59,700		59,700
Distance Learning	40,118		40,118	135,392		135,392
NHCTA	24,185		24,185			-
SAHE	14,118		14,118	66,330		66,330
ABE College Transitions	6,751		6,751	5,061		5,061
Tillotson - No. of the 44th	3,349		3,349	3,128		3,128
Film Festival	1,500		1,500			-
Community Engagement	205		205	2,125		2,125
Next Steps NH			-	51,815		51,815
	2,028,670	-	2,028,670	1,513,626	-	1,513,626



Exhibit B  
**NORTH COUNTRY EDUCATION SERVICES AGENCY**  
*Statements of Activities*  
For the Fiscal Years Ending June 30, 2017 and 2016

*All amounts are expressed in USA Dollars*

	2017			2016		
	Temporarily			Temporarily		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
Support services:						
Management and general	378,863		378,863	344,200		344,200
	2,407,533	-	2,407,533	1,857,826	-	1,857,826
<b>NET OPERATING INCOME(LOSS)</b>	<b>60,548</b>	<b>128,365</b>	<b>188,913</b>	<b>45,520</b>	<b>134,657</b>	<b>180,177</b>
<b>NONOPERATING SUPPORT, REVENUES AND RECLASSIFICATIONS</b>						
Investment income	89,971		89,971	7,018		7,018
Unrelated business income - garage rent	3,500		3,500	-	-	-
	93,471	-	93,471	7,018	-	7,018
<b>CHANGE IN NET ASSETS</b>	<b>154,019</b>	<b>128,365</b>	<b>282,384</b>	<b>52,538</b>	<b>134,657</b>	<b>187,195</b>
<b>NET ASSETS (DEFICIT) - BEGINNING</b>	<b>(726,379)</b>	<b>201,680</b>	<b>(524,699)</b>	<b>(778,917)</b>	<b>67,023</b>	<b>(711,894)</b>
<b>NET ASSETS (DEFICIT) - ENDING</b>	<b>(572,360)</b>	<b>330,045</b>	<b>(242,315)</b>	<b>(726,379)</b>	<b>201,680</b>	<b>(524,699)</b>

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

Exhibit C  
**NORTH COUNTRY EDUCATION SERVICES AGENCY**  
*Statements of Functional Expenses*  
For the Fiscal Years Ending June 30, 2017 and 2016

*All amounts are expressed in USA Dollars*

	2017			2016		
	Educational Programs	Management and General	Total	Educational Programs	Management and General	Total
<b>EXPENSES</b>						
Salaries and other compensation	697,757	223,630	921,387	688,572	222,048	910,620
Pension expense	125,737	43,152	168,889	60,959	18,193	79,152
Other Employee benefits	126,309	54,103	180,412	115,324	45,412	160,736
Payroll taxes	54,767	17,628	72,395	56,629	17,741	74,370
Staff development	82,401	3,050	85,451	1,800		1,800
Contracted services	380,928	6,500	387,428	280,940	7,000	287,940
Occupancy	45,039	9,198	54,237	34,733	8,056	42,789
Administrative expenses	22,897	7,115	30,012	20,733	7,396	28,129
Travel	56,610	9,749	66,359	30,586	5,066	35,652
Materials & supplies	419,512		419,512	183,049		183,049
Insurance	2,500		2,500			-
Depreciation	13,973	4,658	18,631	35,763	11,921	47,684
Interest	240	80	320	4,538	1,367	5,905
	<b>2,028,670</b>	<b>378,863</b>	<b>2,407,533</b>	<b>1,513,626</b>	<b>344,200</b>	<b>1,857,826</b>

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

Exhibit D  
**NORTH COUNTRY EDUCATION SERVICES AGENCY**  
*Statements of Cash Flows*  
For the Fiscal Years Ending June 30, 2017 and 2016

*All amounts are expressed in USA Dollars*

	2017	2016
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net operating income(loss)	188,913	180,177
<i>Adjustments to reconcile to net cash provided by (used in) operating activities:</i>		
Depreciation Expense	18,631	47,684
Difference between pension expense for GASB 68 and NHRS plan contributions	41,380	(40,920)
Change in assets and liabilities:		
(Increase) decrease in assets:		
Accounts receivable	(26,512)	56,360
Grants receivable	14,709	7,836
Prepaid expenses	(3,000)	5,548
Increase (decrease) in liabilities:		
Accounts payable	135	(64,719)
Deferred revenues	51,300	124
	285,556	192,090
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Unrelated business income - garage rent	3,500	-
Earnings on investments	89,971	7,018
Purchase of Investments	(87,971)	(106,796)
	5,500	(99,778)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Increase(decrease) in line of credit	-	(31,500)
Principal payments - mortgage notes	(81,685)	(17,139)
	(81,685)	(48,639)
<b>NET INCREASE (DECREASE) IN CASH</b>	209,371	43,673
<b>CASH - BEGINNING</b>	66,462	22,789
<b>CASH - ENDING</b>	275,833	66,462
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b>		
Cash payments for interest	320	5,905

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

# NORTH COUNTRY EDUCATION SERVICES AGENCY

## Notes to Financial Statements

June 30, 2017 and 2016

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### NATURE OF OPERATIONS

North Country Education Services Agency is a voluntary, not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended. Its purpose is to provide member organizations and the persons served thereby, directly and indirectly, with educational, administrative and technological services, courses, facilities, and equipment generally and including, without thereby limiting such generality, educational consulting services and the coordination of services supplied by others, administrative and technological assistance, counselor and other specialized personnel, and specialized instruments, facilities and equipment. The degree of participation in and subscription to the services of the Agency by districts of the School Administrative Unit are determined by them individually. Membership in the organization is currently comprised of the eleven school administrative units and supervisory unions listed below. The management and controls of the affairs of this corporation are vested in and exercised by a Board of Directors consisting of eleven (11) superintendents, or their designee, of the New Hampshire School Administrative Units 3, 7, 9, 20, 23, 35, 36, 58, 68, 77, 84, and members at large appointed by a majority of the board who are individuals or representatives from organizations who are committed to the betterment of education and the betterment of North Country Education Services Agency.

### SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

**Financial Statement Presentation.** The financial statements have been prepared in accordance with Statement of Financial Accounting Standards (SFAS) No. 117, "Financial Statements of Not-for-Profit Organizations." Under SFAS No. 117, the Agency is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets based on the existence of absence of donor-imposed restrictions. In addition, the Agency is required to present a statement of cash flows.

**Basis of Accounting.** The Agency presents its financial statements on the accrual basis of accounting. Under this basis, exchange revenues and related accounts receivables are recognized when earned. Non-exchange revenues (contributions, donations, etc.) and related contributions receivables are recognized when received. Expenses and related payables are recognized when title to goods and services passes to the Agency.

**Cash and cash equivalents.** For financial reporting purposes, cash includes cash on hand, amounts in demand deposits and money market funds, as well as certificates of deposit and short-term investments with original maturities of 90 days or less. Cash also includes participation units in the public deposit investment pool established pursuant to RSA 383:22.

**Investments.** Investments are accounted for according to Statement of Financial Accounting Standard (SFAS) No. 124, *Accounting for Certain Investments Held by Not-for-Profit Organizations*. Under SFAS No. 124, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statements of financial position. Unrealized gains and losses are included in the change in net assets.

# NORTH COUNTRY EDUCATION SERVICES AGENCY

## Notes to Financial Statements

June 30, 2017 and 2016

**Concentrations of credit and market risk.** Financial instruments that potentially expose the Agency to *credit risk* consist primarily of bank deposits and investments in participation units of the New Hampshire Public Deposit Investment Pool. It is the Agency's policy to deposit monies in high quality financial institutions and to limit risk by maintaining deposits within the Federal Depository Insurance Limits (FDIC) whenever possible. The Agency has not experienced any losses on its cash deposits during FY2017 or FY2016. *Market risk* is limited to fluctuations in the prices of mutual funds. Management monitors investments in high quality mutual funds and believes it is not exposed to significant market risk on those amounts. Each participation unit of the Pool is valued at one-dollar and the price there of does not fluctuate with the market values of underlying investments.

**Prepaid Expenses.** Disbursements made in advance of the receipt of goods and services are recorded as prepaid expenses in the statement of financial position.

**Property and Equipment.** All costs of property and equipment, and the fair value of donated assets value in excess of \$1,000 and an initial economic useful life of greater than one accounting period are capitalized. Depreciation is computed by the straight-line method, beginning in the month of acquisition at rates based on the following estimated useful lives:

	<u>Years</u>
Buildings	30
Equipment	5

**Deferred Revenues and Refundable Advances.** Service charges received in advance of the year to which they apply are reported as *deferred revenue* in the statement of financial position. Amounts received from grants in advance of the year to which relating eligible expenses have been incurred are reported as *refundable advances*.

**Public Support and Revenues.** Substantially, all revenue is derived from contract fees from member school districts and grants awarded by government agencies. Revenues from service fees are recognized on a monthly basis as services are invoiced. Some grants received from governments, private foundations and other not-for-profit entities require that eligible expenditures be made in order to recognize the revenue. Revenues from those sources are recognized in the period in which eligible expenditures are made. Secondary support is obtained from the rental of facilities, private donations, interest, dividends and capital gains on investments.

**Contributions.** Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any government grant, contract or other donor restrictions. A *temporary restriction* permits the organization to use donated assets as specified for a particular purpose or within a specified time period. *Permanently restricted net assets* are those that are required to be permanently maintained but that the income from the investment of such may be used for specified purposes. All donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

**Functional Allocation of Expenses.** The costs of providing various programs and other

# NORTH COUNTRY EDUCATION SERVICES AGENCY

## Notes to Financial Statements

June 30, 2017 and 2016

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activities have been summarized on a functional basis in the statements of activities. Expenses are charged to each program based on direct costs incurred or estimated usage. Any program expenditures not directly chargeable are allocated to programs based on the direct charges. Annually, an indirect cost rate is established by the Agency and approved by the State of New Hampshire Department of Education for this purpose.

**Accumulated Unpaid Vacation and Sick Pay.** Vacation time is granted to full-time employees in amounts of 5 to 20 days per year, depending on positions held. Such vacation time must be used prior to September 1 of the following year. Sick leave is accumulated at the rate of 1 work day earned for every 20 days worked, not to exceed 12 days annually; total accumulation of sick leave may not exceed 70 days. Accumulated unpaid vacation and sick pay is not accrued by the Agency. However, estimated accumulation does not exceed a normal year's allowance.

**Income Taxes.** The Agency is organized exclusively for tax-exempt charitable and educational purposes within the meaning of Section 501(a) and Section 501(c)(3) of the Internal Revenue Code of 1954, as amended and Chapter 262 of the New Hampshire Revised Statutes Annotated, as amended. The Agency is not a private foundation within the meaning of Internal Revenue Code Section 509(a). During the period of July 1, 2016 through June 30, 2017, the Agency had minimal unrelated business income and therefore, no provision for income taxes is made in the accompanying financial statements.

**Accounting Estimates.** Accounting estimates are an integral part of the financial statements. They are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate used in the preparation of these financial statements was:

- Management's estimate of *depreciation* is based on the expected number of years an asset will be used in operations and on the age and condition of capital assets at year-end.
- Management's estimate of *Contingency for unfunded pension obligations* and *Deficit related to unfunded pension obligations* is the amount of net pension liability, deferred inflows and outflows of resources related to the Agency's proportionate share of the New Hampshire Retirement System (NHRS), which is independently audited information supplied by NHRS.

## ASSETS

**Deposits.** All bank deposits as of June 30, 2017 and 2016 and substantially throughout the fiscal years then ended were fully insured by the Federal Deposit Insurance Corporation (FDIC) or collateralized with securities held by the pledging institution.

**Cash Equivalents.** Short-term investments at December 31, 2017 and 2016, and throughout the fiscal years then ended consisted of participation units in the New Hampshire Public Deposit Investment Pool (NHPDIP). Governmental Accounting Standards consider these investments unclassified since underlying investments are not fixed by individual investor. At this time, the Pool's investments are limited to short-term U.S. Treasury and U.S. Government Agency

**NORTH COUNTRY EDUCATION SERVICES AGENCY**

*Notes to Financial Statements*

June 30, 2017 and 2016

obligations, State of New Hampshire municipal obligations, certificates of deposit from AI/PI-rated banks, money market mutual funds (maximum of 20% of portfolio), overnight to 30-day repurchase agreements and reverse overnight repurchase agreements with primary dealers or dealer banks.

**Investments.** Investments, the fair value of which is measured at quoted prices in active markets for identical investments as of June 30, 2017 and 2016, include the following:

	<u>2017</u>	<u>2016</u>
Mutual Funds	<u>\$ 544,654</u>	<u>\$ 456,683</u>

The composition of investment return in the statement of activities for the years ended December 31, 2017 and 2016 were as follows:

	<u>2017</u>	<u>2016</u>
Interest and dividends	\$ 2,000	\$ 220
Capital gain distributions	<u>87,971</u>	<u>6,798</u>
	<u>\$ 89,971</u>	<u>\$ 7,018</u>

**Accounts Receivable.** Accounts Receivable at June 30, 2017 and 2016 include service fees due from member school districts or program participants. All are considered to be collectible and no reserve for uncollected accounts has been established.

**Grants Receivable.** Grants Receivable at June 30, 2017 and 2016 include amounts due from the Federal Government, the State of New Hampshire, other political subdivisions or private contributors for eligible costs expended on various grant programs. All are considered to be collectible and no reserve for uncollected accounts has been established.

**Property and Equipment.** A summary of changes in property and equipment for the fiscal years ended June 30, 2017 and 2016 are as follows:

	<u>Balance</u>			<u>Balance</u>
	<u>July 1, 2016</u>	<u>Additions</u>	<u>Deductions</u>	<u>June 30, 2017</u>
Land	\$ 35,000	\$ -	\$ -	\$ 35,000
Buildings	609,967	-	-	609,967
Equipment & Furnishings	<u>82,609</u>	-	<u>54,755</u>	<u>27,854</u>
	727,576	-	54,755	672,821
Less: Accumulated Depreciation	<u>(515,682)</u>	<u>(18,631)</u>	<u>(54,755)</u>	<u>(479,558)</u>
	<u>\$ 211,894</u>	<u>\$ (18,631)</u>	<u>\$ -</u>	<u>\$ 193,263</u>
	<u>Balance</u>			<u>Balance</u>
	<u>July 1, 2015</u>	<u>Additions</u>	<u>Deductions</u>	<u>June 30, 2016</u>
Land	\$ 35,000	\$ -	\$ -	\$ 35,000
Buildings	609,967	-	-	609,967
Equipment & Furnishings	<u>138,478</u>	-	<u>55,869</u>	<u>82,609</u>
	783,445	-	55,869	727,576
Less: Accumulated Depreciation	<u>(523,867)</u>	<u>(47,684)</u>	<u>(55,869)</u>	<u>(515,682)</u>
	<u>\$ 259,578</u>	<u>\$ (47,684)</u>	<u>\$ -</u>	<u>\$ 211,894</u>

# NORTH COUNTRY EDUCATION SERVICES AGENCY

## Notes to Financial Statements

June 30, 2017 and 2016

**Risk Management.** The Agency is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets, errors or omissions, injuries to employees, and natural disasters. During the fiscal year, the Agency was a member of the following public-entity risk pools, currently operating as a common risk management and insurance programs for member school districts, school administrative units and similar government-supported agencies.

The *New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) Workers' Compensation and P/C GROUP* are pooled risk management programs under RSA 5-B and RSA 281-A. The coverage period runs from July 1, 2016 to July 1, 2017. The pool's board has determined to retain risks based on the aggregate exposure and has allocated resources based on actuarial analysis for that purpose. A summary of coverages provided during the fiscal year by *Primex<sup>3</sup>*, deductibles, contributions, claims paid and credits or balances due are available from the Agency upon request.

- Estimated net contribution billed for the year ending July 1, 2017 are as follows:

- Property/Liability	\$ 5,538
- Workers' Compensation	\$ 3,335

The Member Participation Agreement permits *Primex<sup>3</sup>* to make additional assessments to members should there be a deficiency in Trust assets to meet its liabilities. At this time management understands that *Primex<sup>3</sup>* foresees no likelihood of an additional assessment for this or any prior year. Claims have not exceeded insurance coverage in any of the past years.

## LIABILITIES

**Line of Credit.** During fiscal years ended June 30, 2017 and 2016, the organization had available a \$100,000 line of credit secured by substantially all business property other than real estate. The note includes a variable interest rate equal to the Wall Street Journal Prime Rate plus 2%. Outstanding balances at June 30, 2017 and 2016 were zero.

**Long-Term Liabilities.** The Agency's long-term liability as of June 30, 2016 was comprised of a mortgage note due to the Farmers Home Administration with interest at 6.00% per annum; monthly payments of \$1,884 due through July 6, 2020. The note, which had an outstanding balance of \$81,685 as of June 30, 2016, was retired in FY2017.

**Cost-Sharing Defined Benefit Pension Plan.** Full-time employees participate in the State of New Hampshire Retirement System (NHRS), a public employee retirement system that administers one cost-sharing multiple-employer defined benefit pension plan (Pension Plan) and four separate cost-sharing multiple-employer postemployment medical subsidy healthcare plans. The Pension Plan was established in 1967 by RSA 100-A:2 and is qualified as a tax-exempt organization under Sections 401(a) and 501(a) of the Internal Revenue Code. The Pension Plan is a contributory, defined benefit plan providing service, disability, death and vested retirement benefits to members and their beneficiaries. Substantially all full-time state employees, public school teachers and administrators, permanent firefighters and permanent police officers within the State are eligible and required to participate in the Pension Plan. Full-time employees of political subdivisions, including counties, municipalities and school districts, are also eligible to participate as a group if the governing body of the political subdivision has elected participation.

NHRS is divided into two membership groups. By statute, Group I (employee and teacher) members contribute 7% of their salary to NHRS. Group II (police & fire) members contribute



# NORTH COUNTRY EDUCATION SERVICES AGENCY

## Notes to Financial Statements

June 30, 2017 and 2016

11.5% and 11.8% respectively. While member rates are set by statute, employer rates are set by the NHRS Board of Trustees every two years after a biennial actuarial valuation is conducted using the *Entry Age Normal* actuarial method. Employer contributions are assessed at five different rates, one each for state employees, political subdivisions employees, teachers, police and fire. NHRS employers are required by the New Hampshire Constitution to pay 100% of the actuarial sound employer contribution rate as certified by the NHRS Board of Trustees to fully fund the pension plan and to pay down the retirement system's unfunded actuarial accrued liability over a closed amortization period. Currently, employer contribution rates for the period July 1, 2016 through June 30, 2017 are as follows:

	Group I		
	Pension	Medical Subsidy	Total
Employees	10.86%	0.31%	11.17%
Teachers	12.72%	2.95%	15.67%

For reporting purposes, the Agency follows the provisions of GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27*, which requires participating employers to recognize their proportionate share of collective net pension liability, deferred outflows of resources, deferred inflows of resources and pension expense. Estimated collective amounts have been allocated by NHRS based on employer contributions during the respective fiscal years. Contributions to the plan are recognized when legally due, based on statutory requirements. This information along with significant assumptions and inputs for total pension liabilities, the NHRS's fiduciary net position and current year sources of changes to net pension liabilities are available for the plan as a whole as well as audited cost-sharing schedules by individual members in the System's Comprehensive Annual Financial Report and other annual reports are available from the NHRS located at Regional Drive ~ Concord, NH 03301-8509 or on its web site at <https://www.nhrs.org/funding-and-investments/reports-valuations/annual-report-archive> and <https://www.nhrs.org/employers/gasb/gasb-67-68-reports>.

## SUMMARY DISCLOSURE OF SIGNIFICANT CONTINGENCIES

**Grants.** Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally State oversight agencies or the Federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the Agency. The amount which may be disallowed by the grantor cannot be determined at this time although the Agency expects such amounts, if any, to be immaterial.

## NET ASSETS

**Board Designated Net Asset.** During FY2017, the board established an allowance for building repairs and improvements and is funding it monthly based on prior loan payment amounts of \$1,884. As of June 20, 2017, the reserve had \$18,840 available for that purpose.

**NORTH COUNTRY EDUCATION SERVICES AGENCY**

*Notes to Financial Statements*

June 30, 2017 and 2016

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**Temporarily Restricted Net Assets.**

*Restricted For Program Purposes.* Net assets restricted by grantors for program purposes include the following:

	<u>2017</u>	<u>2016</u>
Distance Learning/Follet	\$ 18,366	\$ 30,152
Coos County Director's Network	63,550	-
Jane's Trust	13,380	-
Tillotson- Admin	-	50,000
NISL III	-	87,591
NH Center for Learning	6,700	2,000
Tillotson - North of the 44th	5,775	9,124
NHCTA	85,758	-
USDA	136,516	-
Community Engagement	-	205
	<u>\$ 330,045</u>	<u>\$ 179,072</u>

*Restricted for Loan Guarantees.* In connection with its mortgage agreement to the Farmers Home Administration, the Agency had agreed to set aside \$22,608 as a loan repayment guarantee. This obligation was satisfied in FY2017 when the loan was retired.

## **Supplementary Schedule**

Exhibit C2  
**NORTH COUNTRY EDUCATION SERVICES AGENCY**  
*Comparative Schedule of Pension Obligations*  
As of June 30, 2017

*All amounts are expressed in USA Dollars*

Estimated future pension obligations - New Hampshire Retirement System (NHRS). Selected comparative information from NHRS's audited financial statements and cost-sharing schedules that is specific to the Agency is as follows:

	As of and for the years ended June 30,			
	2013	2014	2015	2016
Proportionate share	0.03138606%	0.03000652%	0.02908921%	0.02839177%
Employer contribution	\$ 78,043	\$ 97,348	\$ 97,590	\$ 101,665
Net Pension Liability	\$ 1,350,788	\$ 1,126,320	\$ 1,152,377	\$ 1,509,759
Deferred outflows of resources:				
Differences between expected and actual experience	<i>base year</i>	-	-	4,196
Net difference between projected and actual investment earnings on pension plan investments	<i>base year</i>	-	-	94,458
Changes of assumptions	<i>base year</i>	-	-	185,803
Changes in proportion	<i>base year</i>	-	-	-
<i>Total deferred outflows of resources</i>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 284,457</u>
Deferred inflows of resources:				
Differences between expected and actual experience	<i>base year</i>	-	25,288	19,065
Net difference between projected and actual investment earnings on pension plan investments	<i>base year</i>	144,114	30,799	-
Changes of assumptions	<i>base year</i>	-	-	-
Changes in proportion	<i>base year</i>	48,784	69,834	75,311
<i>Total deferred inflows of resources</i>	<u>\$ -</u>	<u>\$ 192,898</u>	<u>\$ 125,921</u>	<u>\$ 94,376</u>
Pension expense:				
Proportionate share of plan pension expense	<i>base year</i>	76,366	74,458	166,542
Net amortization of deferred amounts from changes in proportion	<i>base year</i>	(10,588)	(17,788)	(23,497)
<i>Total employer pension expense</i>	<u>\$ -</u>	<u>\$ 65,778</u>	<u>\$ 56,670</u>	<u>\$ 143,045</u>

information along with significant assumptions and inputs for total pension liabilities, the NHRS's fiduciary net position and current year sources of changes to net pension liabilities are available for the plan as a whole as well as audited cost-sharing schedules by individual members in the System's Comprehensive Annual Financial Report and other annual reports are available from the NHRS located at Regional Drive ~ Concord, NH 03301-8509 or on its web site at <https://www.nhrs.org/funding-and-investments/reports-valuations/annual-report-archive> and <https://www.nhrs.org/employers/gasb/gasb-67-68-reports>. As noted there in, the preparation of those reports requires management to make a number of estimates and assumptions relating to the reported amounts. Due to the inherent nature and uncertainty of those estimates, actual results could differ, and the differences could be material. As of June 30, 2017, the Agency has recognized all statutorily required contributions to the plan. Unless additional assessments are imposed by the NHRS Board due to insolvency or some other circumstances, all future obligations to the plan will become due as a percentage of qualifying wages as they are paid by the Agency. At this time, management understands that that the NHRS foresees no likelihood of additional assessment beyond normal contribution rates, which are established every two years by a statutorily-governed rate-setting process. All future obligations of the Agency to the NHRS will be paid from operations as they become due.



**BOARD OF DIRECTORS  
FY 2017 – 2018**

**Dr. Marion Anastasia**  
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*Personnel Member*  
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**Kathleen Kelley**  
*Member at Large*  
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NCES Treasurer/Secretary  
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Director of Special Services SAU 9  
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# Smith Merrill



## CAREER OBJECTIVE

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- Serve students who are facing difficult home lives.
- Fight the drug and alcohol crisis of New Hampshire
- Bring students to novel settings in the outdoors
- Build life goals for students to work towards

## WORK EXPERIENCE

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### **Sakin Home and Field**

**Campton, New Hampshire**

*Foreman*

*Jan 2015 – Jan 2018*

- Prepare estimates used by management for purposes such as planning, organizing, and scheduling work.
- Manage staff, preparing work schedules and assigning specific duties.
- Refer unresolved customer grievances to designated departments for further investigation.
- Inspect vehicles or equipment to ensure compliance with rules, standards, or regulations.
- Study specifications in blueprints, sketches, or building plans to prepare project layout and determine dimensions and materials required.
- Maintain records, document actions, and present written progress reports.

### **Plymouth Parks and Recreation**

**Plymouth, New Hampshire**

*Programs Coordinator*

*Sep 2012 – Sep 2016*

- Enforce rules and regulations of recreational facilities to maintain discipline and ensure safety.
- Greet new arrivals to activities, introducing them to other participants, explaining facility rules, and encouraging participation.
- Ascertain and interpret group interests, evaluate equipment and facilities, and adapt activities to meet participant needs.
- Evaluate staff performance, recording evaluations on appropriate forms.
- Organize, lead, and promote interest in recreational activities such as arts, crafts, sports, games, camping, and hobbies.

### **Blake Mountain Builders**

**Thornton, New Hampshire**

*Owner*

*Jan 2018 – Present*

- Schedule the project in logical steps and budget time required to meet deadlines.
- Prepare contracts and negotiate revisions, changes and additions to contractual agreements with architects, consultants, clients, suppliers and subcontractors.
- Interpret and explain plans and contract terms to administrative staff, workers, and clients, representing the owner or developer.
- Take actions to deal with the results of delays, bad weather, or emergencies at construction site.
- Obtain all necessary permits and licenses.

### **Blake Mountain Sugar House**

**Thornton, New Hampshire**

*Owner*

*Dec 2015 – Present*

- Resolve customer complaints regarding sales and service.
- Determine price schedules and discount rates.
- Direct, coordinate, and review activities in sales and service accounting and recordkeeping, and in receiving and shipping operations.

- Identify prospective customers by using business directories, following leads from existing clients, participating in organizations and clubs, and attending trade shows and conferences.
- Prepare sales presentations or proposals to explain product specifications or applications.

**Campton Thornton Fire Department**

**Campton , New Hampshire**

*Firefighter*

*Sep 2011 – Mar 2016*

- Search burning buildings to locate fire victims.
- Drive and operate fire fighting vehicles and equipment.
- Lay hose lines and connect them to water supplies.
- Operate pumps connected to high-pressure hoses.
- Participate in physical training activities to maintain a high level of physical fitness.

**EDUCATION**

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**PLYMOUTH STATE UNIVERSTITY**

**Plymouth, New Hampshire**

*Bachelors of Science, Adventure Education*

- Graduated with Honors
- Member of Adventure Education Club Throughout

**PLYMOUTH REGIONAL HIGH SCHOOL**

**Plymouth, New Hampshire**

- Graduated With High Honors
- Ranked 9th in class of 173

**ADDITIONAL SKILLS**

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- Certified Wilderness First Responder
- Certified Waterfront Lifeguard
- Professional Rescuer First Aid
- Leave No Trace Trainer, LNT

**AWARDS AND HONORS**

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- Phi Epsilon Kappa Honor Society
- Boy Scouts of America Eagle Scout Rank

**OUTDOORS EXPERIENCE**

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- Backpacking- 8 Years
- Canoeing- 6 Years
- Rock Climbing (Single Pitch)- 6 Years
- Wilderness Travel (No Trail)- 4 Years
- Recreational Camping- 16 Years
- White Water Kayaking- 2 Years

**PROFESSIONAL REFERENCES**

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- Gary Sakin  
Sakin Home and Field, Campton NH, 603-254-3320
- Lisa Ash  
Plymouth Parks and Recreation, Plymouth NH, 603-254-5865





# Sean Patrick O'Brien

~STUDENT-FOCUSED EDUCATOR, FACILITATOR & Director~

"Sean has used experiential education & recreation as a vehicle to empower the students he works with to lead and promote the benefits of a healthy lifestyle."

-Wendy Hamill, Guidance Director Lin-Wood Public School

## INTRODUCTION

Dynamic and passionate professional who has a proven and accomplished record working with students of all ages; over twenty successful years utilizing his knowledge and skills to meet the unique needs of the community from a wide range of backgrounds. Has introduced a number of innovative programs, clubs and intramural sports based on needs assessments such as Project D.J. "For Youth By Youth," Youth Leadership Through Adventure an adventure approach to teaching service learning and leadership skills, Outing club intramural tennis, golf and basketball.

## EDUCATION & CERTIFICATIONS

1996-2001 Plymouth State College  
Bachelor of Science, Physical Education  
Option: Recreation Leadership  
Minor: Health

Plymouth, NH

## PROFESSIONAL EXPERIENCE

**Profile Middle High School** 2013-Present

**Project SUCCESS Counselor**

Implementing the Evidence Based Intervention Project SUCCESS at Profile Public School with fidelity.

**A.D.A.P.T., Inc ~ Lincoln, NH**

1999-Present

**Project SUCCESS Counselor/ Executive Director**

Determining the mission and purpose of the organization. Leading and inspiring all aspects of the organization including planning, administering needs assessments, budgeting, programming, financial reporting, payroll, resource management, human resources, fundraising, grant writing, social enterprise, public relations, special events and the training and supervision of staff. Implementing the Evidence Based Intervention Project SUCCESS at Lin-Wood Public School with fidelity. Supporting the mission of the organization and creating sustainable model programs.

**North Country Health Consortium ~ Littleton, NH**

2010-Present

**Regional Coordinator North Country Prevention Youth Council and Project SUCCESS**

Facilitation and planning of bi-weekly meetings for student leaders from nine North Country High Schools focused on the welfare of their peers as well as their respective communities. Planning, organizing and facilitation of an annual middle and high school youth leadership conference focused on prevention and improving school climate.

**Middle School Boys Basketball Coach Lin-Wood Public School Lincoln, NH** 2010-2014

**O.C.T.A.A. (On Campus Talking About Alcohol) - Plymouth, NH**  
**Instructor Plymouth State University**

**2008-Present**

Facilitating the Evidence Based Intervention Prime for Life for University alcohol policy violators on a bi-weekly basis.

**The Center for Adolescent Health/Dartmouth-Hitchcock Clinic - Plymouth, NH**  
**Experiential Programs Coordinator**

**2006-2010**

Implementation of culturally sensitive experiential programming for at-risk youth; including rock climbing, backpacking, snowshoeing, white water rafting and service learning.

**Natural Highs Indoor Climbing Gym - North Woodstock, NH**  
**Owner/General Manager**

**2006-2010**

Marketing, training staff, scheduling, payroll, Purchasing and maintenance of equipment.

**A.D.A.P.T., Inc. - Lincoln, NH**

**1992-1999**

**Positive Youth Development specialist**

Programming, planning and organizing field trips, mentoring, designing and building of a challenge course. Working with children in grades 1-12 by developing and offering a unique after school and summer adventure program.

### **Additional Relevant Training**

#### **Skills/Training/Certification:**

Supervision

Grant writing

Collaboration

Innovative programming

Excellent communication and writing skills.

Proficient with Microsoft Word, Microsoft Excel and Power point

Able to work independently and under pressure also.

Coalition Building

Strategic Planning

Smoking Cessation (N-O-T) Not on Tobacco certified facilitator

Certified Drug and Alcohol Prevention Specialist

EBI Project SUCCESS certified facilitator

EBI CMCA certified facilitator and Trainer

EBI Prime for Life! Under 21 Risk reduction curriculum certified facilitator

EBI Botvin's Life Skills curriculum certified facilitator

EBI Reconnecting Youth certified facilitator

EBI Project Alert curriculum certified facilitator

EBI Project Venture certified facilitator and Trainer

MET/CBT (Motivational Enhancement Therapy/ Cognitive behavioral Therapy) certified facilitator

GAIN (Global Appraisal of Individual Needs) Screening and Assessment tool. Project Advanced Group Facilitation Skills

#### **New England Institute of Addiction Studies Courses Completed:**

Adolescent Brain Development

Environmental Prevention Strategies

Prevention for the 18-25 year old population

Skills for the Student Assistance Person

Substance Abuse Prevention Specialist

Getting to Outcomes Plus

Community based Prevention using simple, low cost, evidence-based kernels and behavior vaccines

Implementing Culturally Competent Prevention Programs

**Masters Level Courses taken:**

Project Venture Training (Certified Trainer)

Achieving Fitness: An Adventure Approach

Adventure Approach to Teaching health and Wellness

Experiential Education Approach to bullying & Conflict Resolution

Debriefing & Processing Tools

Adventure with Youth At-Risk

Youth Leadership Institute (Certified Trainer)

Engaging Activities for Social and Emotional Learning

**AMY VR. MANHARD**

	[REDACTED]
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**EMPLOYMENT HISTORY**

<p>September 2017 - Current</p>	<p>Expedition Staff, <i>Adapt. Wilderness Youth Leadership Development (WYLD). North Country, NH</i></p> <p>Co-leading backpacking expeditions with a therapeutic outcome, facilitating group activities, meeting with students to plan and prepare expeditions, creating informative and engaging social media platforms.</p> <p><u>Reference:</u> Executive Director- Sean OBrien: seanobrienadapt@gmail.com</p>
<p>January 2016 -Current</p>	<p>Sales Associate, <i>Dressers Unlimited. Plymouth, NH</i></p> <p>Creating esthetically pleasing display windows, tuxedo fitting and rentals, opening and closing shop, furniture repair, painting, assisting in fashion show planning, keeping the store neat, pricing and tagging clothing, helping customers find what makes them feel confident and comfortable.</p> <p><u>Reference:</u> Owner- Carol Dunn # (603)-728-8264</p>
<p>2011- 2014</p>	<p>Server, <i>Bertucci's Italian Restaurant. Lexington, MA</i></p> <p>Taking meal orders, serving customers, bartending, making customers happy by providing a positive and memorable experience.</p> <p><u>References:</u></p> <p>General Manager- Brian Corsi # (617)-599-8563</p> <p>General Manager- Francisco Guzman # (781)-449-3777</p> <p>Manager- Ben Erickson # (978)-793-2615</p> <p>Shift Supervisors- Silpa Alenchery # (978)-844-2537 Chris Wisdom # (774)-274-7740</p>
<p>2009-2012</p>	<p>Hostess, <i>Ixtapa Cantina Restaurant. Lexington, MA</i></p> <p>Seating customers, answering the phone, cashier, keeping the front of the restaurant clean and orderly, maintaining friendly and excellent service for optimal customer relations.</p> <p><u>Reference:</u> Manager- Tony Garcias # (781)-308-6071</p>
<p>2008-2011</p>	<p>Snowboard instructor, <i>Cranmore Mountoin Resort. North Conway, NH</i></p> <p>Facilitating group activities (games, meals, lessons plans), instructing basic and advanced technical skills to all ages in group and private lessons, communicating student progress to parents, assessing skill level and ability to move up levels.</p>

THE UNIVERSITY OF CHICAGO

**VOLUNTEER WORK**

October 2014	<p>Mountain Village Charter School, Plymouth NH</p> <p>Teaching students how to build an effective fire using jute and a striker.</p> <p><u>Reference:</u> Christian Bisson    <a href="mailto:cbisson1@mail.plymouth.edu">cbisson1@mail.plymouth.edu</a></p>
February 2015- May 2015	<p>S.A.G.E. (Sexuality, Anti-violence, Gender, Equality) Center Advocate</p> <p>Advocating to make Plymouth State University a better experience for everyone. Tabling in dorms to raise awareness.</p> <p><u>Reference:</u> Kyle O'Neil # (603)-535-2387</p>
February 2017 – Current	<p>The Body Acceptance Program, Plymouth State University, NH</p> <p>Facilitating groups of undergraduate students through the Body Project's Body Acceptance Program to bring awareness to the dangers of unattainable beauty standards.</p> <p><u>Reference:</u> Margaret Burckes-Miller # (603)-381-4802</p>

**EDUCATION**

September 2014- Current	<p>Plymouth State University, Plymouth NH. Bachelor of Science: Degree conferred 12/2017.</p> <p>Major: Therapeutic Adventure Programming (an interdisciplinary combination of Psychology, Social Work, and Adventure Education)</p> <ul style="list-style-type: none"> <li>• Summer 2017 Internship with Communities for Alcohol-and Drug-free Youth (CADY)</li> </ul> <p>Working with the Restorative Justice Program- (Court diversion) providing a second chance for first-time youth offenders, panel member training, helping offenders connect with their community, prevention outreach (presenting to Bristol's 5<sup>th</sup> graders about substance misuse), facilitating LAUNCH (Youth Employment) staff meetings, planning fundraisers, attending prevention trainings, presenting <i>Choice Theory</i> by William Glasser, gaining perspective of other youth service organizations (Pemi Youth Center), youth mentoring, preparing Lions Quest power point presentations for in-school trainings, and administrative work.</p> <p><u>References:</u></p> <p>Executive Director – Deb Naro - #(603)-381-5158    <a href="mailto:dnaro@cadyinc.org">dnaro@cadyinc.org</a></p> <p>Administrative Outreach Coordinator – Deb Tobine – <a href="mailto:dtobine@cadyinc.org">dtobine@cadyinc.org</a></p> <p>Restorative Justice Coordinator – Tim Tyler – (603)-346-1443 <a href="mailto:ttyler@cadyinc.org">ttyler@cadyinc.org</a></p> <p>Youth Service Coordinator – Elizabeth Brochu – <a href="mailto:ebrochu@cadyinc.org">ebrochu@cadyinc.org</a></p>
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February 2013- Spring 2014	Middlesex Community College, Lowell and Bedford MA Major: Social Work
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**Certifications:** Wilderness First Responder, CPR

## Randy Herk

### EXPERIENCE

#### **Senior Program Director** 2017

August 2015-May

- METROWEST YMCA in Hopkinton, MA
- Continue all duties of Leadership Development Director
- Provide strategic leadership to Challenge Course Operations, Adventure Programs, Family and Outdoor Education Program Departments
- Supervised and developed Program Directors and Coordinators
- Managed department budgets, assist in grant development and administration, developed contracts, hiring/training staff and volunteers
- Worked to form partnerships with local non-profits, towns and police departments to develop a Court Diversion version of the High Flight Program.
- Recognized with the 2016 "Living Our Cause Award"

#### **Leadership Development Director** 2015

February 2015 – August

- METROWEST YMCA in Hopkinton, MA
- Director of **High Flight Program** for at-risk youth age 12-17 referred from community partners including social service, state agencies, schools as well as self-referral.
- Interviewed potential participants and guardians/referrals in order to gauge interest, appropriateness, ability and need as well as to educate them on the program expectations.
- Lead staff and participants through 10 week seasonal sessions with varied curriculum dependent on the needs of the particular group. Session topics have included Behavior Management, Drug and Alcohol Prevention Bullying, Self-Confidence and Esteem Building, Positive Risk Taking, Un-plugging from technology, Getting Active, Community Service, Grief & Loss and Family Relationships.
- Each session included multiple overnight and 3 day trips to various locations with varied recreational activities (ex: Hiking, Snowshoeing,



Canoeing, Kayaking, Backpacking, various Wilderness Survival activities etc.)

**Youth Recreation Mentor/Instructor**  
2015

Jan 2012-January

- Valley Human Services in Ware, MA
- Provide Recreation programming to youth with emotional and/or developmental disabilities referred by the Dept. of Mental Health and Dept. of Youth Services
- Facilitate overnight trips to various locations with various recreational activities (ex: rowing, canoeing, kayaking, backpacking, biking, etc.)
- Organize and lead after-school programming including, arts and crafts, various team sports, adventure group, swim night, community events, and community service projects

**Residential Caseworker**  
2011

March 2011-Dec

- The Key Program in Greenfield, MA
- Supervise and mentor youth involved in DYS detention as they transition back into the community
- Organize and lead recreational activities for youth including basketball, football and soccer tournaments, fishing trips, hiking etc
- Help youth plan for their return to high school or assist in preparing for G.E.D.
- Assist youth in looking for job training and/or future employment opportunities

**Head Park Ranger/Youth Worker Supervisor**  
2010

April 2009-Oct

- Trustees of Reservations in Royalston, MA
- Developed and delivered various recreation programs for guests of the Campground
- Supervised and trained youth involved in the Workforce Investment Act.
- Worked with W.I.A youth in the care and maintenance of grounds of the campground and surrounding properties as well as customer service

**Residential Treatment Coordinator**  
2011

March 2010-March

- Almadden Inc. in Orange, MA
- Organized and facilitated outdoor activities for clients in a Residential Treatment Facility
- Helped clients with various needs including budgeting, social skills, nutrition and diet, exercise, education, cooking and various other daily living skills. Also worked to build a better relationship with the community
- Assisted clients with job training skills and assisted in finding them employment and community service projects.

**Drug and Alcohol Prevention Coordinator**  
2009

March 2004-March

- Adolescent Drug & Alcohol Prevention Tools in Lincoln, NH
- Coordinate programs and groups for youth in area communities to help prevent Drug, Alcohol and Tobacco use.
- Facilitated Court Diversion programs instructing in the Prime for Life Curriculum
- Educated youth in minimum impact camping techniques, survival training including water purification and foraging.
- Facilitated Summer Activities for the Adolescent Treatment Initiative
- Assisted in grant writing and other fund raisers

**Youth Services Coordinator**  
2006

Sept 2005-Nov

- Communities for Alcohol and Drug-Free Youth in Plymouth, NH
- Organized and facilitated weekly meetings with students in grades 5-12<sup>th</sup> focusing on drug and alcohol prevention, community service and positive healthy activities
- Coordinated the Launch Program (Recognized by the White House)
- Coordinated monthly meetings with organizations throughout the state to address the use and abuse of alcohol and other drugs by youth in the state of NH

## North Country Education Services

### Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Smith Merrill	Program Co-Coordinator	\$32,500	100	\$32,500
Sean O'Brien	Program Director	\$65,000	31%	\$20,000
Amy Manhard	Program Co-Coordinator	\$35,000	35%	\$20,000
Randy Herk	Expedition Staff	\$45,000	18%	\$10,000
TBD	Expedition Staff	\$10,500	100%	\$10,000



Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

20 mac

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

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

July 14, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services to enter into agreements with the vendors listed in the table below for the provision of evidenced informed substance misuse prevention direct services to youth and their parents/caregivers in an amount not to exceed \$395,892 effective upon Governor and Executive Council approval through June 30, 2018. 100% Other Funds.

Vendor	Vendor Number	Area Served	Total Amount
Boys & Girls Club of Greater Salem	TBD	Salem, Nashua, and Souhegan Valley	\$220,892
North Country Education Services Agency	TBD	Northern Grafton and COOS County	\$175,000
		<b>Total:</b>	<b>\$395,892</b>

Funds are available in the following account for State Fiscal Year 2018.

**05-95-49-920510-2989 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

SFY	Class/Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	49158504	\$395,892
			<b>Sub-total SFY17</b>	<b>\$395,892</b>

**EXPLANATION**

The purpose of this request is enter into two (2) agreements with vendors who will provide substance misuse prevention direct services to youth and related programming for their parents/caregivers. Targets for this program include youth between ten (10) and twenty (20) years of age who are at risk of engaging in the misuse of alcohol and illicit use of drugs. Risk factors include youth experiencing poor academic performance or behavioral problems at school or that have dropped out of school, that are involved with the juvenile justice system, as

well as children whose parents/caregivers are engaged in the active misuse of alcohol and or illicit drugs.

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

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

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

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

These contracts were competitively bid. The Department published a Request for Proposal on the Department of Health and Human Services website (RFP-2017-BDAS-04-SUBST) from March 21, 2017 through April 25, 2017. Four (4) proposals were received and evaluated. Because there is great need for diversified statewide services, the two (2) highest scoring were selected to receive funding for proposed services. The bid sheet is attached.

These contracts include language in Exhibit C-1, Paragraph 3 that allows the Department to renew contracted services for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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

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

Area Served: Statewide

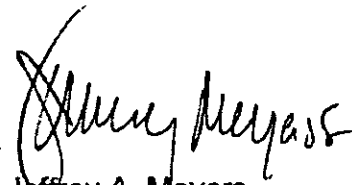
Source of Funds: 100% Other Funds

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

Respectfully submitted,



Katja S. Fox  
Director

Approved by:   
Jeffrey A. Meyers  
Commissioner



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

**Substance Misuse Prevention Direct  
Services**

**RFP-2017-BDAS-04-SUBST**

**RFP Name**

**RFP Number**

**Reviewer Names**

**Bidder Name**

1. Boys & Girls Club of Greater Salem, Inc.
2. NH Juvenile Court Diversion Network
3. North Country Education Services
4. EverFi, Inc.

Maximum Points	Actual Points
400	371
400	314
400	351
400	202

1. Laurie Heath, Business Administrator IV
2. Lauren Quann, M.S., TANF Program Specialist
3. Jamie L. Dall, Sr. Finance Director
4. Shannon Quinn, Training Coordinator
5. Jill A. Burke, Chief of Prevention
- 6.



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

**Denis Goulet**  
 Commissioner

July 24, 2017

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into contract agreements with two (2) vendors as described below and referenced as DoIT No. 2018-042 and 2018-044, respectively.

The requested action authorizes the Department of Health and Human Services to enter into contract agreements with the Boys and Girls Club of Salem and North Country Education Services Agency to provide substance misuse prevention services for youth and their parents/caregivers.

Vendor	Area Served	Amount
Boys and Girls Club of Salem	Salem, Nashua and Souhegan Valley	\$220,892
North Country Education Services Agency	Rockingham County and surrounding communities	\$175,000
	Total	\$395,892

The price limitation is a combined total of \$395,892, effective upon Governor and Council approval through June 30, 2018.

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

Sincerely,

*for*   
 for Denis Goulet

DG/ik  
 DoIT #2018-042 and 2018-044  
 cc: Bruce Smith, IT Manager, DoIT



Subject: Substance Misuse Prevention Direct Services (RFP-2017-BDAS-04-Subst-02),

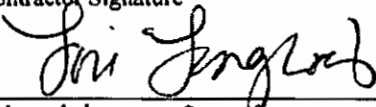
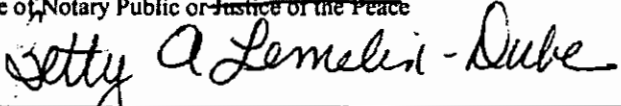
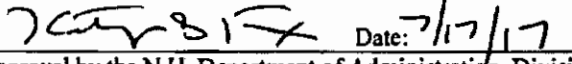
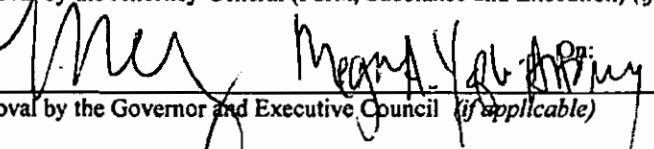
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name North Country Education Services Agency		1.4 Contractor Address 300 Gorham Hill Road Gorham, NH 03581	
1.5 Contractor Phone Number (603) 466-5437 Ext 108	1.6 Account Number 05-95-49-491510-2989 05-95-92-920510-3382	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$175,000
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Lori Langlois, Executive Director	
1.13 Acknowledgement: State of _____, County of _____  On July 5, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">                       [Seal]                 </div> <div style="text-align: right;"> <b>BETTY A. LEMELIN-DUBE, Notary Public</b>                      Commission Expires October 21, 2020                 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Betty A Lemelin-Dube, Notary Public			
1.14 State Agency Signature  Date: 7/17/17		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 7/31/17			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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


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

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

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

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

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

Contractor Initials   
Date 7/5/17



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to youth, ages ten (10) to seventeen (17), who are in the Institute of Medicine (IOM) Prevention Classification categories of selective or indicated and provide parent education for parents/caregivers of the targeted population, statewide.
- 1.4. The Contractor shall work collaboratively with the Regional Public Health Networks (RPHN) and community partners and shall utilize its knowledge on community service agencies that are available to youth and parents/caregivers, including but not limited to, Juvenile Diversion Network programs, alcohol and other drug services, mental health services, and housing services.
- 1.5. The Contractor shall provide individual screening of youth referred to the program(s) using an evidenced-based screening tool that is approved by the Department.
- 1.6. The Contractor shall ensure appropriate referrals to community providers as indicated by the individual screening. The contractor shall develop and maintain protocols for referrals to appropriate providers and have such protocols available to the Department upon inspection.
- 1.7. The Contractor shall not use funding received under this contract for the purposes of capacity building nor shall funding be used to supplant other programs or services.
- 1.8. The Contractor shall have current knowledge of how to maintain funding separate streams of funding for this and other projects.

### 2. Scope of Work

- 2.1. The Contractor shall develop a North Country Intervention Program (NCIP) that facilitates alternative adventure based prevention programming to participants from the communities of Northern Grafton County and Coos County. The Contractor shall:
  - 2.1.1. Accept referrals from sources that include, but are not limited to:
    - 2.1.1.1. School faculty.
    - 2.1.1.2. Staff.
    - 2.1.1.3. Counselors.
    - 2.1.1.4. Parents.
    - 2.1.1.5. Guardians.

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Exhibit A

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- 2.1.2. Utilize the GAIN-SS screening tool to identify the needs of each participant in order to determine if referrals to other community based health agencies are necessary and beyond the scope of the NCIP.
  - 2.1.3. Deliver evidence based prevention and intervention services in collaboration with community partners that include, but are not limited to:
    - 2.1.3.1. Adapt, Inc.
    - 2.1.3.2. Partner members of the Outdoor Pathways Project, which is a coalition of partners committed to improving access to positive outdoor activities for youth that will assist participants to develop into committed community decisions makers by:
      - 2.1.3.2.1. Building a sense of stewardship for the outdoors.
      - 2.1.3.2.2. Developing a vision for a positive future.
      - 2.1.3.2.3. Fostering essential leadership skills.
    - 2.1.3.3. Partner members of the Outdoor Pathways Project that include, but are not limited to:
      - 2.1.3.3.1. The Enriched Learning Center.
      - 2.1.3.3.2. The Appalachian Mountain Club.
      - 2.1.3.3.3. The Youth Opportunities Program.
      - 2.1.3.3.4. The Northern Forest Canoe Trail.
      - 2.1.3.3.5. The University of New Hampshire.
      - 2.1.3.3.6. Copper Cannon Camp.
      - 2.1.3.3.7. UNH Cooperative Extension 4-H.
      - 2.1.3.3.8. The Arts Alliance of Northern New Hampshire.
      - 2.1.3.3.9. Gorham Parks and Recreation.
      - 2.1.3.3.10. Colebrook Parks and Recreation.
  - 2.1.4. Host weekend outdoor trips one time per month for referred youth. The Contractor shall ensure outdoor trips include, but are not limited to:
    - 2.1.4.1. Five (5) weekend outdoor trips during the school year specifically targeting individuals ages 10 years through 13 years.
    - 2.1.4.2. Five (5) weekend outdoor trips during the school year specifically targeting individuals ages 14 years through 17 years.
    - 2.1.4.3. One (1) seven day expedition in July for high school aged youth.
    - 2.1.4.4. One (1) seven day expedition in August for junior high school aged youth.
  - 2.1.5. Ensure trips and expeditions described in Section 2.1.3 include, but are not limited to:
    - 2.1.5.1. Prime for Life and Project Alert evidence based interventions in order that staff deliver age appropriate prevention education that

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Exhibit A

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- focuses on raising perception of risk and peer and parental disapproval toward drug misuse.
- 2.1.5.2. Youth Leadership Through Adventure model for organization and facilitation of the expeditions by supplying participants with healthy alternative activities such as hiking, climbing, or paddling.
  - 2.1.5.3. Activities and adventure experiences that are designed using Kolb's Experiential Learning Cycle, which includes:
    - 2.1.5.3.1. A concrete experience.
    - 2.1.5.3.2. Reflective observation.
    - 2.1.5.3.3. Abstract conceptualization.
    - 2.1.5.3.4. Active experimentation.
  - 2.1.5.4. Service learning to increase participants' sense of place and connection to the community at both the middle and high school levels during weekend trips, which may include, but is not limited:
    - 2.1.5.4.1. Working with the USFS in the White Mountain National Forest.
    - 2.1.5.4.2. Construction assistance on a Habitat for Humanity construction project.
    - 2.1.5.4.3. Activity and social interactions with local senior centers.
  - 2.1.5.5. An international weeklong service learning trip available to eight (8) high school program participants through a partnership with the Batey Foundation, which is a not-for-profit specializing in organizing and facilitating international service learning trips to the Dominican Republic.
  - 2.1.6. Facilitate experiential art education programs with NCIP participants through a partnership between Adapt, Inc. and the Arts Alliance of Northern New Hampshire with an Artist in Residency.
- 2.2. The Contractor shall offer bi-weekly evening meetings to all interested students in the area that focus on youth led initiatives to develop action plans at the regional level and disseminate those action plans to individual communities. The Contractor shall ensure bi-weekly meetings:
- 2.2.1. Focus on substance misuse education; improving school climate; and improving community connections, with emphasis on working collaboratively with peers to:
    - 2.2.1.1. Identify a community need that is experienced throughout the region.
    - 2.2.1.2. Plan and implement a community service learning project that focuses on identified community need.
    - 2.2.1.3. Create and support an initiative that meets the community need identified by the group.
  - 2.2.2. Are available to participants either in-person or on-line through web meeting technology.

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- 2.2.3. Take place at different locations throughout the region to ensure all interested students ages 10 years through 13 years have the ability to attend meetings in person without the need to travel a substantial distance.
  - 2.2.4. Take place at a consistent location central to all major communities to ensure all interested participants ages 14 years through 17 years travel as equidistance to their counterparts as possible.
  - 2.2.5. Offer students opportunities to address Positive Youth Development constructs, that include, but are not limited to:
    - 2.2.5.1. Bonding.
    - 2.2.5.2. Social competence.
    - 2.2.5.3. Moral competence.
    - 2.2.5.4. Recognition for positive behavior.
    - 2.2.5.5. Prosocial involvements.
    - 2.2.5.6. Opportunity to foster prosocial norms.
  - 2.3. The Contractor shall provide parent education in the communities of Woodsville, Lisbon, Lincoln-Woodstock, Littleton, Gorham, Berlin, Groveton, Lancaster-Whitefield, Pittsburg, and Colebrook. The Contractor shall ensure:
    - 2.3.1. In-person presentations are conducted at all locations to local parents, guardians, and stakeholders, which focus on the importance of approaching substance misuse issues as a community health issue rather than a personal/family issue.
    - 2.3.2. In-person presentations identified in Section 2.3.1 are also streamed on-line and made available to all interested parties who cannot attend the in-person presentations.
    - 2.3.3. Electronic prevention newsletters customized for each area are created and disseminated to parents and guardians throughout the program area in order to:
      - 2.3.3.1. Educate readers on tips and techniques to be aware of and deal with adolescent substance misuse.
      - 2.3.3.2. Provide updates on substance and mental health related resources in the readers' local areas.
      - 2.3.3.3. Provide an additional avenue of communication for updates on upcoming parent presentations and youth trips specific to the geographical location.
    - 2.3.4. Additional resources for parents, caregivers, local professionals and community members are available on-line, including but not limited to an electronic presentation created by Mike Nerney in collaboration with Adapt, Inc. and the Regional Public Health Network.
  - 2.4. The Contractor shall ensure activities are outdoor and adventure based to ensure maximum buy-in from all participants, including individuals participating involuntarily. The Contractor provide programming that is content-based with activities that include, but are not limited to:

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- 2.4.1. Backpacking.
  - 2.4.2. Rock climbing.
  - 2.4.3. Paddling.
  - 2.5. The Contractor shall ensure transportation is available in all major municipal regions of the North Country to ensure maximum student participation in biweekly meetings and scheduled trips regardless of transportation issues. The Contractor shall

### 3. Outreach

- 3.1. The Contractor shall conduct outreach activities for outdoor program. The Contractor shall:
  - 3.1.1. Visit each major community in the North Country to present program activities to:
    - 3.1.1.1. School faculty and staff, including but not limited to:
      - 3.1.1.1.1. Teachers.
      - 3.1.1.1.2. Administration.
      - 3.1.1.1.3. School psychologists.
      - 3.1.1.1.4. Guidance counselors.
      - 3.1.1.1.5. Nurses.
    - 3.1.1.2. Community coalitions.
    - 3.1.1.3. Parent and guardians.
  - 3.1.2. Ensure the Project Director meets with each school SAP during monthly site visits in order to check in on participant progress.
  - 3.1.3. Ensure management of a program Facebook and Instagram account to advertise program activities and have available trip pictures and videos. The Contractor shall:
    - 3.1.3.1. Monitor both Facebook and Instagram to ensure restriction of negative comments/feedback as well as vulgar and/or inappropriate language.
    - 3.1.3.2. Ensure a media release is included with the release of liability that must be signed by both participants and their parents/guardians, which allows participants to opt out of sharing photographs of the participant in any public format such as web or social media content.
    - 3.1.3.3. Update websites and social media outlets with new information that includes, but is not limited to:
      - 3.1.3.3.1. Trip itineraries.
      - 3.1.3.3.2. Packing lists.
      - 3.1.3.3.3. Trip videos.
      - 3.1.3.3.4. Trip photos.
      - 3.1.3.3.5. Registration forms.

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Exhibit A

3.1.3.3.6. Release of liability forms.

3.1.3.4. Ensure electronic resources emphasize both educational and adventure aspects of the evidence based programs in order to appeal to the interests and goals of both parents and adolescent participants.

**4. Evidence Based Programs**

- 4.1. The Contractor shall utilize two (2) evidence based programs for middle and high school students utilizing the Youth Leadership Through Adventure (YLTA) model, which include:
  - 4.1.1. Project Alert.
  - 4.1.2. Prime for Life.
- 4.2. The Contractor shall ensure all three programs in Section 4.1:
  - 4.2.1. Align with experiential direct service, including prevention education and positive alternatives and early intervention identification.
  - 4.2.2. Are facilitated in a manner that involves students in the educational and programmatic processes through activities and discussions using the wilderness therapy approach (outdoor behavioral healthcare (OBH)).
- 4.3. The Contractor shall accept referrals for services for selective students identified as being at high risk of developing a substance misuse disorder. The Contractor shall:
  - 4.3.1. Accept referrals from:
    - 4.3.1.1. A school Student Assistance Program (SAP).
    - 4.3.1.2. Teachers.
    - 4.3.1.3. Guidance offices.
    - 4.3.1.4. Parents.
    - 4.3.1.5. Guardians.
    - 4.3.1.6. Any other adult with extensive knowledge regarding student behavior.
  - 4.3.2. Administer the GIN-SS screening tool upon review and acceptance of a participant's referral.
- 4.4. The Contractor shall offer programs in two (2) separate yet similar tracks. The Contractor shall:
  - 4.4.1. Provide opportunities for trips to a minimum of eight (8) students, ages ten (10) through thirteen (13) years of age who demonstrate highest levels of personal and family attendance at educational events and program offerings from September to June.
  - 4.4.2. Ensure trips identified in Section 4.4.1 utilize team building and leadership activities using the Youth Leadership Through Adventure (YLTA) model in order to assist in strengthening the interpersonal relationships within the group and foster essential protective factors.

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Exhibit A

- 4.4.3. Ensure trips identified in Section 4.4.1 utilize evidence based intervention Project Alert curriculum.
- 4.4.4. Provide opportunities for trips to a minimum of eight (8) students, ages fourteen (14) through seventeen (17) years of age who demonstrate highest levels of personal and family attendance at educational events and program offerings from September to June.
- 4.4.5. Ensure trips identified in Section 4.4.4 utilize team building and leadership activities using the Youth Leadership Through Adventure (YLTA) model in order to assist in strengthening the interpersonal relationships within the group and foster essential protective factors.
- 4.4.6. Ensure trips identified in Section 4.4.4 utilize evidence based intervention Prime for Life curriculum.
- 4.5. The Contractor shall ensure all trips are designed to assist participants with acquiring skills and experiences that:
  - 4.5.1. Enable participants to engage in healthy, adventurous and active pursuits.
  - 4.5.2. Foster protective factors that include but are not limited to:
    - 4.5.2.1. Social competence.
    - 4.5.2.2. Resilience.
    - 4.5.2.3. Emotional competence.
    - 4.5.2.4. Cognitive competence.
    - 4.5.2.5. Behavioral competence.
    - 4.5.2.6. Self-efficacy.
    - 4.5.2.7. Prosocial involvement.
    - 4.5.2.8. Prosocial norms.

**5. Staffing**

- 5.1. The Contractor shall ensure sufficient staffing is available for weekend and week long trips. The Contractor shall ensure minimum staffing levels include, but not be limited to:
  - 5.1.1. One (1) expedition staff member with a current certification of Wilderness First Aid or higher with a current CPR certification for each trip.
  - 5.1.2. One (1) certified life guard on all water-based trips.
  - 5.1.3. One (1) rock climbing professional certified as an American Mountain Guides Association Single Pitch Instructor, or higher, who will oversee all trips involving rock climbing.
- 5.2. The Contractor shall ensure a minimum of four (4) staff are hired and trained to deliver program services. Staff shall include, but are not limited to:
  - 5.2.1. One (1) full-time Program Manager who shall:
    - 5.2.1.1. Oversee all major program logistics.
    - 5.2.1.2. Deliver all major prevention programming during:

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Exhibit A

- 5.2.1.2.1. Bi-weekly regional meetings.
- 5.2.1.2.2. Monthly weekend trips.
- 5.2.1.2.3. Week long summer trips.
- 5.2.1.3. Adhere to all programmatic and reporting requirements.
- 5.2.2. Two (2) part-time expedition staff members who shall:
  - 5.2.2.1. Provide technical and logistical planning and execution of monthly weekend trips and week long summer trips.
  - 5.2.2.2. Assist the Program Manager with delivering Prime for Life and Project Alert curriculums during the weekend and summer trips for youth.
  - 5.2.2.3. Maintain certification as Wilderness First Responders.
- 5.2.3. One (1) part time Program Director who shall:
  - 5.2.3.1. Provide program oversight to ensure all programmatic, data collection and reporting requirements outlined in this agreement are met.
  - 5.2.3.2. Host bi-weekly supervision with al program employees to ensure deliverables and reporting requirements are met.

**6. Workplan/Timetable**

6.1. The Contractor shall provide services within timeframes as indicated in the timeline below:

Date	Activities/Descriptions
07/17/2017	Staff training for certification in Youth Leadership Through Adventure (YLTA), Prime for Life, Project Alert and Wilderness First Aid
08/17/2017	Marketing the program and the Outdoor Pathways Project participant programs through visitations to North Country Schools, homeless shelters, social media and community coalitions.
09/17/2017	Referrals begin to roll-in, bi-weekly meetings at the middle and high school level begin, visit referred students at their respective schools.
09/29/2017 through 10/01/2017	First weekend adventure.
10/17/2017	Referrals continue, bi-weekly regional meetings at the middle and high school level, visit referred students at their respective schools.
10/20/2017 through 10/22/2017	Weekend adventure.
11/05/2017 through	Team of eight (8) students are selected students to attend the YLTA high school leadership conference.

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Exhibit A

11/07/2017	
11/17/2017	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school level, visit referred students at their respective schools.
12/08/2017 through 12/10/2017	Weekend adventure.
12/17/2017	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school level, visit referred students at their respective schools.
01/18/2018	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school levels; visit referred students at their respective schools.
01/19/2018	Refresher training for staff.
01/21/2018 through 01/23/2018	Weekend adventure
02/18/2018	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school levels; visit referred students at their respective schools. Weekend adventure date TBD
03/18/2018	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school levels; visit referred students at their respective schools. Weekend adventure (date TBD)
04/18/2018	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school levels; visit referred students at their respective schools. Team of 8 attends the YLTA middle school conference (date TBD).
05/18/2018	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school levels; visit referred students at their respective schools. Weekend adventure (date TBD)
06/18/2018	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school levels; visit referred students at their respective schools. Two (2) week long adventures (one of middle school and one for high school)

6.2. The Contractor shall submit a final workplan with specific dates of events to the Department for approval.

**7. Deliverables**

7.1. The Contractor shall visit a minimum of five (5) North Country Schools, homeless shelters, social media and community coalitions to present information regarding the Outdoor Pathways Project funded by this contract no later than August 17, 2017.

7.2. The Contractor shall provide services to a minimum of eighty (80) youth of which:



7.2.1. A minimum of forty (40) shall be from 10 through 13 years of age.

7.2.2. A minimum of forty (40) shall be from 14 through 17 years of age.

## 8. Performance Measures

- 8.1. The Contractor shall ensure 100% of program participants have a minimum of four (4) calendar days of participation in program activities.
- 8.2. The Contractor shall ensure a minimum of twenty (20) major community partners are involved with program activities during the contract period.
- 8.3. The Contractor shall ensure 100% of employees receiving funding from this agreement become Certified Prevention Specialists within one (1) of the Contract effective date.
- 8.4. Local schools and community partners will report an increase in participation in community and school activities by program participants.
- 8.5. As a result of participating in the programs and services funded by this contract participants shall, at a minimum, demonstrate;
  - 8.5.1. Increase in perception of harm/risk of the use of substances;
  - 8.5.2. Increase in perception of peer or parental/caregiver disapproval on the use of substances;
  - 8.5.3. Increase in parental efficacy; and
  - 8.5.4. Increase in parental communication and monitoring.

## 9. Participant Survey

- 9.1. The Contractor shall administer a survey, supplied by the Department, to all individuals participating in the selected service.
- 9.2. The Contractor shall ensure participants who complete the intervention fully complete all components of the survey design. The Contractor shall:
  - 9.2.1. Provide instruction to participants on the importance of completing the Department provided survey according to the Department instructions.
  - 9.2.2. Ensure the survey administration process includes the process for acquiring consent from program participants in the evaluation and in compliance with the Department's policies and protocols.
  - 9.2.3. Survey a minimum of eighty percent (80%) of program participants.

## 10. Data Storage and Reporting

- 10.1.1. The Contractor shall develop a system to safely store and maintain survey data in compliance with the Department's policies and protocols.
- 10.1.2. The Contractor shall be required to enter the completed survey data into a database provided by the Department. Survey data will be provided to the Department's contracted entity to provide evaluation.
- 10.1.3. The Contractor shall input data on a monthly basis to an online database as required by the Department. The Department will provide training on the use of the database system. The data includes, but is not limited to:

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Exhibit A

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- 10.1.3.1. Number of individuals served;
  - 10.1.3.2. Demographics of individuals served;
  - 10.1.3.3. Types of strategies or interventions implemented; and
  - 10.1.3.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions
- 10.1.4. The Contractor shall ensure compliance with all data reporting requirements including, but not limited to;
- 10.1.4.1. The ability to communicate and submit required reports via email.
  - 10.1.4.2. The ability to submit the following reports in formats approved and/or provided by the Department:
    - 10.1.4.2.1. Enter and complete monthly data reporting in the New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the previous month, e.g. July data will be entered fully by August 20<sup>th</sup>;
    - 10.1.4.2.2. Submit monthly expenditure reports for reimbursement of costs associated with contract activities by the 20<sup>th</sup> business day following the end of the previous month.
- 10.1.5. All data related exchanges, standards, policies, systems etc. may, at the sole discretion of the Department, be reviewed by the Department and/or the Department of Information Technology (DoIT) to assess conformance with Department and DoIT information security/privacy standards.
- 10.1.5.1. The Contractor agrees to remedy, to the satisfaction of the Department and/or DoIT, any substantial non-conformance identified.



**Exhibit B**

**Method and Conditions Precedent to Payment**

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



Exhibit B-1 Budget

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

Bidder/Program Name: North Country Education Services

Budget Request for: Substance Misuse Prevention Direct Services

Budget Period: July 1, 2017-June 30, 2018

Line Item	Total Program Cost			Contractor Share / Match			Provided by Other Contract Lines		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 63,500.00	\$ -	\$ 63,500.00	\$ -	\$ -	\$ -	\$ 63,500.00	\$ -	\$ 63,500.00
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
4. Equipment:	\$ 12,000.00	\$ -	\$ 12,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 8,000.00	\$ -	\$ 12,000.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Educational	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ 3,500.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 17,500.00	\$ -	\$ 17,500.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 17,500.00	\$ -	\$ 17,500.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Insurance	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ 3,500.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,038.00	\$ -	\$ 2,038.00
11. Staff Education and Training	\$ 21,500.00	\$ -	\$ 21,500.00	\$ -	\$ -	\$ -	\$ 21,500.00	\$ -	\$ 21,500.00
12. Subcontracts/Agreements	\$ 22,500.00	\$ -	\$ 22,500.00	\$ -	\$ -	\$ -	\$ 22,500.00	\$ -	\$ 22,500.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 179,700.00	\$ 12,962.00	\$ 179,700.00	\$ 24,700.00	\$ -	\$ 24,700.00	\$ 182,038.00	\$ 12,962.00	\$ 175,000.00

Indirect As A Percent of Direct

8.0%

Contractor Initials: 

Date: 7/5/17



**SPECIAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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

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**REVISIONS TO GENERAL PROVISIONS**

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



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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





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

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

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

Contractor Name: North Country Education Services Agency

7/5/17  
Date

Lori Langlois  
Name: Lori Langlois  
Title: Executive Director



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: North Country Education Services Agency

7-5/17  
Date

Lori Langlois  
Name: Lori Langlois  
Title: Executive Director



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: North Country Education Services Agency

7/5/17  
Date

Lori Langlois  
Name: Lori Langlois  
Title: Executive Director



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

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

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

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

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

Exhibit G

Contractor Initials

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: North Country Education Services Agency

7/5/17  
Date

Lon Langlois  
Name: Lon Langlois  
Title: Executive Director

Exhibit G

Contractor Initials LL

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



**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: North Country Education Services Agency

7/5/17  
Date

Lori Langlois  
Name: Lori Langlois  
Title: Executive Director



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

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

A handwritten signature in black ink, appearing to be 'JH'.





Exhibit I

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

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

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

A handwritten signature in black ink, appearing to be the initials of the contractor.



Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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



Exhibit I

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

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

Handwritten initials in black ink, appearing to be 'JS'.



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services

The State

Katja S Fox

Signature of Authorized Representative

Katja S Fox

Name of Authorized Representative

Director

Title of Authorized Representative

7/17/17

Date

North Country Education Services

Name of the Contractor

Lori Langlois

Signature of Authorized Representative

Lori Langlois

Name of Authorized Representative

Executive Director

Title of Authorized Representative

7/5/17

Date

Contractor Initials LL

Date 7/5/17



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

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

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

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

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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: North Country Education Services Agency

7/5/17  
Date

Lori Langlois  
Name: Lori Langlois  
Title: Executive Director



**FORM A**

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

1. The DUNS number for your entity is: 073973133
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

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

**New Hampshire Department of Health and Human Services  
Substance Misuse Prevention Direct Services Contract**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Misuse Prevention Direct Services Contract**

This 1<sup>st</sup> Amendment to the Substance Misuse Prevention Direct Services contract (hereinafter referred to as "Amendment #1") dated this 5<sup>th</sup> day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Teen Institute for the Prevention of Alcohol and Other Drug Abuse, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 180 Bridge Street, 1<sup>st</sup> Floor Manchester, NH, 03104.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Late Item #B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 4 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to exercise a renewal option for up two (2) years and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$759,112.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
5. Add Exhibit B-2, Budget – Amendment #1.
6. Add Exhibit B-3, Budget – Amendment #1.
7. Add Exhibit K, DHHS Information Security Requirements.



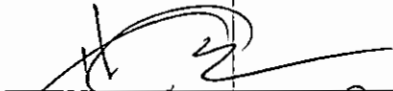


**New Hampshire Department of Health and Human Services  
Substance Misuse Prevention Direct Services Contract**

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

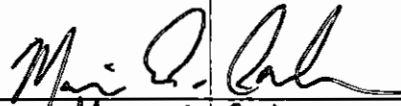
State of New Hampshire  
Department of Health and Human Services

5/10/18  
Date

  
Christine Tappan: T. Preston  
Associate Commissioner: Dep Comm


New Hampshire Teen Institute for the Prevention of Alcohol  
and Other Drug Abuse

4/13/18  
Date

  
Name: Maissa E. Carlson  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Rockingham on April 13 2018, before the undersigned officer,  
personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is  
signed above, and acknowledged that s/he executed this document in the capacity indicated above.

  
Signature of Notary Public or Justice of the Peace

Bianca Hagan  
Name and Title of Notary or Justice of the Peace

My Commission Expires: Sept 13 2022





**New Hampshire Department of Health and Human Services  
Substance Misuse Prevention Direct Services Contract**

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

OFFICE OF THE ATTORNEY GENERAL

6/5/18  
Date

*[Signature]*  
Name: *Rebecca W Ross*  
Title: *Senior Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

Exhibit B-2, Budget Sheet, Amendment #1

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

Bidder/Program Name: NH Teen Institute for the Prevention of Alcohol and other Drug Abuse

Budget Request for: Substance Misuse Prevention Direct Services

Budget Period: FY19 (July 1, 2018 - June 30, 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 92,777.94	\$ 54,768.50	\$ 147,536.44	\$ 13,663.10	\$ 37,270.15	\$ 50,933.25	\$ 79,114.84	\$ 17,488.35	\$ 96,603.19
2. Employee Benefits	\$ 16,081.66	\$ 5,314.08	\$ 21,395.94	\$ 2,952.08	\$ 3,719.86	\$ 6,671.94	\$ 13,129.78	\$ 1,594.22	\$ 14,724.00
3. Consultants	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 743.35	\$ -	\$ 743.35	\$ 1,256.65	\$ -	\$ 1,256.65
6. Travel	\$ 9,323.83	\$ 4,188.72	\$ 13,512.55	\$ 854.91	\$ 2,932.10	\$ 3,787.01	\$ 8,468.89	\$ 1,256.62	\$ 9,725.51
7. Occupancy	\$ -	\$ 8,400.00	\$ 8,400.00	\$ -	\$ 4,400.00	\$ 4,400.00	\$ -	\$ 4,000.00	\$ 4,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 300.00	\$ -	\$ 300.00	\$ 150.00	\$ -	\$ 150.00	\$ 150.00	\$ -	\$ 150.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 4,500.00	\$ -	\$ 4,500.00	\$ 1,253.12	\$ -	\$ 1,253.12	\$ 3,246.88	\$ -	\$ 3,246.88
11. Staff Education and Training	\$ 1,500.00	\$ 200.00	\$ 1,700.00	\$ 700.00	\$ 200.00	\$ 900.00	\$ 800.00	\$ -	\$ 800.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Leaders In Prevention	\$ 35,033.04	\$ -	\$ 35,033.04	\$ 11,210.57	\$ -	\$ 11,210.57	\$ 23,822.47	\$ -	\$ 23,822.47
Summer Leadership Program	\$ 104,652.60	\$ -	\$ 104,652.60	\$ 52,326.30	\$ -	\$ 52,326.30	\$ 52,326.30	\$ -	\$ 52,326.30
SLP Advanced Regional Training Days	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00
<b>TOTAL</b>	\$ 286,669.27	\$ 72,861.30	\$ 359,530.57	\$ 85,353.43	\$ 48,522.11	\$ 143,875.54	\$ 191,315.81	\$ 24,339.19	\$ 215,655.00

Indirect As A Percent of Direct 25.4%

Contractor Initials **MBC**  
 Date **4/13/18**

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

Bidder/Program Name: NH Teen Institute for the Prevention of Alcohol and other Drug Abuse

Budget Request for: Substance Misuse Prevention Direct Services

Budget Period: FY19 (July 1, 2019 - June 30, 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 94,633.50	\$ 55,853.67	\$ 150,487.17	\$ 13,936.37	\$ 40,537.73	\$ 54,474.10	\$ 80,697.13	\$ 15,315.94	\$ 96,013.07
2. Employee Benefits	\$ 16,454.86	\$ 5,437.37	\$ 21,892.23	\$ 3,020.57	\$ 4,078.03	\$ 7,098.60	\$ 13,434.39	\$ 1,359.34	\$ 14,793.73
3. Consultants	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 9,540.14	\$ 4,285.90	\$ 13,826.04	\$ 874.74	\$ 3,214.43	\$ 4,089.17	\$ 8,665.40	\$ 1,071.48	\$ 9,736.88
7. Occupancy	\$ -	\$ 9,000.00	\$ 9,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 4,000.00	\$ 4,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 300.00	\$ -	\$ 300.00	\$ 150.00	\$ -	\$ 150.00	\$ 150.00	\$ -	\$ 150.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 4,500.00	\$ -	\$ 4,500.00	\$ 1,254.57	\$ -	\$ 1,254.57	\$ 3,245.43	\$ -	\$ 3,245.43
11. Staff Education and Training	\$ 1,500.00	\$ 200.00	\$ 1,700.00	\$ 700.00	\$ 200.00	\$ 900.00	\$ 800.00	\$ -	\$ 800.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Leaders In Prevention	\$ 35,846.16	\$ -	\$ 35,846.16	\$ 11,470.77	\$ -	\$ 11,470.77	\$ 24,375.39	\$ -	\$ 24,375.39
Summer Leadership Program	\$ 107,081.00	\$ -	\$ 107,081.00	\$ 53,540.50	\$ -	\$ 53,540.50	\$ 53,540.50	\$ -	\$ 53,540.50
SLP Advanced Regional Training Days	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00
<b>TOTAL</b>	\$ 290,355.76	\$ 74,776.94	\$ 365,132.70	\$ 96,447.52	\$ 53,030.19	\$ 149,477.71	\$ 193,808.24	\$ 21,746.76	\$ 215,655.00

Indirect As A Percent of Direct 25.8%

Contractor Initials **MCC**  
 Date **4/13/18**

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



#### A. Definitions

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

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

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

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

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



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



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





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 K

### DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**VI. PERSONS TO CONTACT**

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

# State of New Hampshire

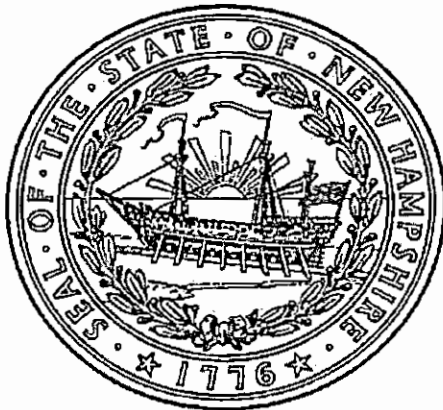
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE TEEN INSTITUTE FOR THE PREVENTION OF ALCOHOL AND OTHER DRUG ABUSE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 30, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 72695

Certificate Number : 0004084610



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of April A.D. 2018.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

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

1. I am a duly elected Officer of NH Teen Institute for Prevention of Alcohol & Other Drug Abuse  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 4/10/18:  
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 13<sup>th</sup> day of April, 2018.  
(Date Contract Signed)

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

of the Agency.

[Signature]  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

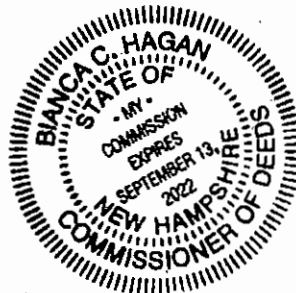
The forgoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 2018.

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

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

(NOTARY SEAL)

Commission Expires: Sept 13, 2022









# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2018

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

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

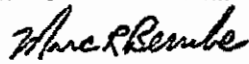
<b>PRODUCER</b> Eaton & Berube Insurance Agency, LLC 11 Concord St Nashua NH 03064	<b>CONTACT NAME:</b> Cathy Beauregard	
	<b>PHONE (A/C, No. Ext):</b> 603-882-2766	<b>FAX (A/C, No):</b> 603-886-4230
<b>E-MAIL ADDRESS:</b> cbeauregard@eatonberube.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Philadelphia Insurance Companies		
<b>INSURER B:</b> First Comp		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 1444688005                      **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  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK1770137	3/15/2018	3/15/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			PHPK1770137	3/15/2018	3/15/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
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	MWC007430904	1/31/2018	1/31/2019	<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)  
 Workers compensation information: NH; no excluded officers; Volunteer Board is excluded.

<b>CERTIFICATE HOLDER</b>  NH DHHS Bureau of Drugs & Alcohol Services 105 Pleasant Street Concord NH	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

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# NH Teen Institute

## Mission & Vision Statements

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

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

# IRS e-file Signature Authorization for an Exempt Organization

For calendar year 2016, or fiscal year beginning 7/1, 2016, and ending 6/30, 2017

Department of the Treasury  
Internal Revenue Service

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

# 2016

▶ **Information about Form 8879-EO and its instructions is at [www.irs.gov/form8879eo](http://www.irs.gov/form8879eo).**

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

Name and title of officer  
**LAURENCE C SZETELA** **TREASURER**

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

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

1a	Form 990 check here	▶ <input type="checkbox"/>	b	Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b	
2a	Form 990-EZ check here	▶ <input checked="" type="checkbox"/>	b	Total revenue, if any (Form 990-EZ, line 9)	2b	105,322
3a	Form 1120-POL check here	▶ <input type="checkbox"/>	b	Total tax (Form 1120-POL, line 22)	3b	
4a	Form 990-PF check here	▶ <input type="checkbox"/>	b	Tax based on investment income (Form 990-PF, Part VI, line 5)	4b	
5a	Form 8868 check here	▶ <input type="checkbox"/>	b	Balance Due (Form 8868, line 3c)	5b	

### Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2016 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

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

on the organization's tax year 2016 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2016 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶ \_\_\_\_\_ Date ▶ \_\_\_\_\_

### Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN. 02093413240  
do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2016 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ \_\_\_\_\_ Date ▶ 11/9/2017

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

# IRS e-file Signature Authorization for an Exempt Organization

Department of the Treasury  
Internal Revenue Service

For calendar year 2016, or fiscal year beginning 7/1, 2016, and ending 6/30, 20 17

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

▶ **Information about Form 8879-EO and its instructions is at [www.irs.gov/form8879eo](http://www.irs.gov/form8879eo).**

# 2016

Name of exempt organization

**NEW HAMPSHIRE TEEN INSTITUTE FOR THE PREVENTION OF ALCOHOL AND DRUG AB**

Employer identification number

**22-2719838**

Name and title of officer

**LAURENCE C SZETELA**

**TREASURER**

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

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

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

### Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2016 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

#### Officer's PIN: check one box only

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

on the organization's tax year 2016 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2016 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶ \_\_\_\_\_

Date ▶ \_\_\_\_\_

### Part III Certification and Authentication

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

**020934**  
do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2016 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ \_\_\_\_\_

Date ▶ 11/9/2017

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

# Application for Automatic Extension of Time To File an Exempt Organization Return

► **File a separate application for each return.**

► **Information about Form 8868 and its instructions is at [www.irs.gov/form8868](http://www.irs.gov/form8868).**

**Electronic filing (e-file).** You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the forms listed below with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit [www.irs.gov/efile](http://www.irs.gov/efile), click on Charities & Non-Profits, and click on e-file for *Charities and Non-Profits*.

**Automatic 6-Month Extension of Time.** Only submit original (no copies needed).

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Enter filer's identifying number, see instructions

Type or print  File by the due date for filing your return. See instructions.	Name of exempt organization or other filer, see instructions. <b>NEW HAMPSHIRE TEEN INSTITUTE FOR THE PREVENTION OF ALCOHOL AND DR</b>	Employer identification number (EIN) or <b>22-2719838</b>
	Number, street, and room or suite no. If a P.O. box, see instructions. <b>180 BRIDGE STREET, Room 1ST FL</b>	Social security number (SSN)
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. <b>MANCHESTER, NH 03104</b>	

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

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

- The books are in the care of ► MARISSA CARLSON
- Telephone No. ► 603-545-7341 Fax No. ► \_\_\_\_\_
- If the organization does not have an office or place of business in the United States, check this box . . . . . ►
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) \_\_\_\_\_ If this is for the whole group, check this box . . . . . ►  . If it is for part of the group, check this box . . . . . ►  and attach a list with the names and EINs of all members the extension is for.

1 I request an automatic 6-month extension of time until 5/15, 20 18, to file the exempt organization return for the organization named above. The extension is for the organization's return for:  
 ►  calendar year 20 \_\_\_\_\_ or  
 ►  tax year beginning 7/1, 20 16, and ending 6/30, 20 17.

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

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

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

# Short Form Return of Organization Exempt From Income Tax

## 2016

**Open to Public Inspection**

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

- ▶ Do not enter social security numbers on this form as it may be made public.
- ▶ Information about Form 990-EZ and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

Department of the Treasury  
Internal Revenue Service

**A** For the 2016 calendar year, or tax year beginning 7/1/2016, and ending 6/30/2017

- B** Check if applicable:
- Address change
  - Name change
  - Initial return
  - Final return/terminated
  - Amended return
  - Application pending

**C** Name of organization  
**NEW HAMPSHIRE TEEN INSTITUTE FOR THE PREVENTION OF ALCOHOL AND**

Number and street (or P.O. box, if mail is not delivered to street address) Room/suite  
**180 BRIDGE STREET 1ST FL**

City or town State ZIP code  
**MANCHESTER NH 03104**

Foreign country name Foreign province/state/county Foreign postal code

**D** Employer identification number  
**22-2719838**

**E** Telephone number  
**603-545-7341**

**F** Group Exemption Number ▶

**G** Accounting Method:  Cash  Accrual Other (specify) ▶

**I** Website: ▶ WWW.NHTEENINSTITUTE.ORG

**H** Check  if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

**J** Tax-exempt status (check only one) —  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**K** Form of organization:  Corporation  Trust  Association  Other

**L** Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ. ▶ \$ **105,322**

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

	Description	Line	Amount
<b>Revenue</b>	<b>1</b> Contributions, gifts, grants, and similar amounts received	<b>1</b>	74,500
	<b>2</b> Program service revenue including government fees and contracts	<b>2</b>	29,491
	<b>3</b> Membership dues and assessments	<b>3</b>	
	<b>4</b> Investment income	<b>4</b>	3
	<b>5a</b> Gross amount from sale of assets other than inventory	<b>5a</b>	
	<b>b</b> Less: cost or other basis and sales expenses	<b>5b</b>	
	<b>c</b> Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	<b>5c</b>	0
	<b>6</b> Gaming and fundraising events		
	<b>a</b> Gross income from gaming (attach Schedule G if greater than \$15,000)	<b>6a</b>	
	<b>b</b> Gross income from fundraising events (not including \$ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	<b>6b</b>	1,265
<b>c</b> Less: direct expenses from gaming and fundraising events	<b>6c</b>		
<b>d</b> Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	<b>6d</b>	1,265	
<b>Expenses</b>	<b>7a</b> Gross sales of inventory, less returns and allowances	<b>7a</b>	63
	<b>b</b> Less: cost of goods sold	<b>7b</b>	
	<b>c</b> Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	<b>7c</b>	63
	<b>8</b> Other revenue (describe in Schedule O)	<b>8</b>	
	<b>9</b> Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8	<b>9</b>	105,322
	<b>10</b> Grants and similar amounts paid (list in Schedule O)	<b>10</b>	
	<b>11</b> Benefits paid to or for members	<b>11</b>	
<b>12</b> Salaries, other compensation, and employee benefits	<b>12</b>	67,333	
<b>13</b> Professional fees and other payments to independent contractors	<b>13</b>	1,840	
<b>14</b> Occupancy, rent, utilities, and maintenance	<b>14</b>	4,650	
<b>15</b> Printing, publications, postage, and shipping	<b>15</b>	3,749	
<b>16</b> Other expenses (describe in Schedule O)	<b>16</b>	55,437	
<b>17</b> Total expenses. Add lines 10 through 16	<b>17</b>	133,009	
<b>Net Assets</b>	<b>18</b> Excess or (deficit) for the year (Subtract line 17 from line 9)	<b>18</b>	-27,687
	<b>19</b> Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	<b>19</b>	95,349
	<b>20</b> Other changes in net assets or fund balances (explain in Schedule O)	<b>20</b>	-2,195
	<b>21</b> Net assets or fund balances at end of year. Combine lines 18 through 20	<b>21</b>	65,467

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

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

	(A) Beginning of year	(B) End of year
22 Cash, savings, and investments	102,820	84,698
23 Land and buildings		
24 Other assets (describe in Schedule O)	8,580	12,375
25 Total assets	111,400	97,073
26 Total liabilities (describe in Schedule O)	16,051	31,606
27 Net assets or fund balances (line 27 of column (B) must agree with line 21)	95,349	65,467

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

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

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

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

28 TO ASSIST TEENS IN DEVELOPING LEADERSHIP AND LIFE SKILLS AND TO ENABLE THEM TO MAKE RESPONSIBLE AND HEALTHY DECISIONS REGARDING ALCOHOL AND DRUG ABUSE		
(Grants \$ ) If this amount includes foreign grants, check here <input type="checkbox"/>	28a	129,334
29		
(Grants \$ ) If this amount includes foreign grants, check here <input type="checkbox"/>	29a	
30		
(Grants \$ ) If this amount includes foreign grants, check here <input type="checkbox"/>	30a	
31 Other program services (describe in Schedule O)		
(Grants \$ ) If this amount includes foreign grants, check here <input type="checkbox"/>	31a	
32 Total program service expenses. (add lines 28a through 31a)	32	129,334

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

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

(a) Name and title	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC) (If not paid, enter -0-)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
BRIANNA MCLAUGHLIN PRESIDENT	Hr/WK 1.00	0	0	0
LAURENCE SZETELA TREASURER	Hr/WK 1.00	0	0	0
LINDSEY O'CONNELL SECRETARY	Hr/WK 1.00	0	0	0
JESSE HAYSTON DIRECTOR	Hr/WK 1.00	0	0	0
DAN FLETCHER DIRECTOR	Hr/WK 1.00	0	0	0
JOCELYN SEAGER DIRECTOR	Hr/WK 1.00	0	0	0
COURTNEY SHAPIRO VAN DUSEN DIRECTOR	Hr/WK 1.00	0	0	0
MARISSA CARLSON EXECUTIVE DIRECTOR	Hr/WK 40.00	44,990	1,136	0
	Hr/WK			
	Hr/WK			
	Hr/WK			
	Hr/WK			

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

		Yes	No
33	Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O.		X
34	Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O (see instructions).		X
35 a	Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?		X
b	If "Yes," to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O.		
35 c	Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III.		X
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N.		X
37 a	Enter amount of political expenditures, direct or indirect, as described in the instructions. ▶ 37a		
b	Did the organization file Form 1120-POL for this year?		X
38 a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?		X
b	If "Yes," complete Schedule L, Part II and enter the total amount involved. ▶ 38b		
39	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on line 9. ▶ 39a		
b	Gross receipts, included on line 9, for public use of club facilities. ▶ 39b		
40 a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 ▶ _____; section 4912 ▶ _____; section 4955 ▶ _____		
b	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I.		X
c	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958. ▶ _____		
d	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization. ▶ _____		
e	All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T.		X
41	List the states with which a copy of this return is filed. ▶ NH		
42 a	The organization's books are in care of ▶ <u>MARISSA CARLSON</u> Telephone no. ▶ <u>603-545-7341</u> Located at ▶ <u>180 BRIDGE STREET FIRST F</u> City <u>MANCHESTER</u> ST <u>NH</u> ZIP + 4 ▶ <u>03104</u>		
b	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country: ▶ _____ See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).	Yes	No
42b			X
c	At any time during the calendar year, did the organization maintain an office outside the United States? If "Yes," enter the name of the foreign country: ▶ _____		X
42c			X
43	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041—Check here <input type="checkbox"/> and enter the amount of tax-exempt interest received or accrued during the tax year. ▶ 43		
44 a	Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ.		X
b	Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ.		X
c	Did the organization receive any payments for indoor tanning services during the year?		X
d	If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O.		
44d			
45 a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
45 b	Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ (see instructions).		X



46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I.

	Yes	No
46		X

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

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

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

47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II.

	Yes	No
47		X

48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E.

	Yes	No
48		X

49 a Did the organization make any transfers to an exempt non-charitable related organization?

	Yes	No
49a		X

b If "Yes," was the related organization a section 527 organization?

	Yes	No
49b		

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

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
Name None				
Title	Hr/WK .00			
Name				
Title	Hr/WK .00			
Name				
Title	Hr/WK .00			
Name				
Title	Hr/WK .00			
Name				
Title	Hr/WK .00			

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

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

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
Name None		
City		
Name		
City		
Name		
City		
Name		
City		
Name		
City		

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

52 Did the organization complete Schedule A? Note: All section 501(c)(3) organizations must attach a completed Schedule A.

Yes  No

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

**Sign Here**  
 Signature of officer: LAURENCE C SZETELA  
 Date: TREASURER  
 Type or print name and title

**Paid Preparer Use Only**  
 Print/Type preparer's name: Laurence C Szetela  
 Preparer's signature:   
 Date: 11/9/2017  
 Check  if self-employed  
 PTIN: P01334469  
 Firm's name: Laurence C Szetela CPA  
 Firm's EIN: 02-0493850  
 Firm's address: 76 Northeastern Blvd, Nashua, NH 03062  
 Phone no.: 603-880-0588

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

**SCHEDULE A**  
**(Form 990 or 990-EZ)**

**Public Charity Status and Public Support**

OMB No. 1545-0047

**2016**

**Open to Public Inspection**

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

▶ Attach to Form 990 or Form 990-EZ.

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

Department of the Treasury  
Internal Revenue Service

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

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

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1  A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2  A school described in section 170(b)(1)(A)(ii). (Attach Schedule E (Form 990 or 990-EZ).)
- 3  A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4  A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state: \_\_\_\_\_
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8  A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 9  An agricultural research organization described in section 170(b)(1)(A)(ix) operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: \_\_\_\_\_
- 10  An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 11  An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 12  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
  - a  **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. You must complete Part IV, Sections A and B.
  - b  **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). You must complete Part IV, Sections A and C.
  - c  **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). You must complete Part IV, Sections A, D, and E.
  - d  **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete Part IV, Sections A and D, and Part V.
  - e  Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
  - f Enter the number of supported organizations: 0
  - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
<b>Total</b>					0	0

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

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

**Section A. Public Support**

Calendar year (or fiscal year beginning in)	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	120,272	57,900	80,788	85,889	66,500	411,349
<b>2</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						0
<b>3</b> The value of services or facilities furnished by a governmental unit to the organization without charge						0
<b>4 Total.</b> Add lines 1 through 3	120,272	57,900	80,788	85,889	66,500	411,349
<b>5</b> The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
<b>6 Public support.</b> Subtract line 5 from line 4.						411,349

**Section B. Total Support**

Calendar year (or fiscal year beginning in)	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
<b>7</b> Amounts from line 4	120,272	57,900	80,788	85,889	66,500	411,349
<b>8</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						0
<b>9</b> Net income from unrelated business activities, whether or not the business is regularly carried on						0
<b>10</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						0
<b>11 Total support.</b> Add lines 7 through 10						411,349
<b>12</b> Gross receipts from related activities, etc. (see instructions)					12	
<b>13</b> First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

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

<b>14</b> Public support percentage for 2016 (line 6, column (f) divided by line 11, column (f))	14	100.00%
<b>15</b> Public support percentage from 2015 Schedule A, Part II, line 14	15	100.00%
<b>16a 33 1/3% support test—2016.</b> If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, and stop here. The organization qualifies as a publicly supported organization		<input checked="" type="checkbox"/>
<b>b 33 1/3% support test—2015.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
<b>17a 10%-facts-and-circumstances test—2016.</b> If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
<b>b 10%-facts-and-circumstances test—2015.</b> If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
<b>18 Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		<input type="checkbox"/>

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

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

**Section A. Public Support**

Calendar year (or fiscal year beginning in)	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						0
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose . . . . .						0
3 Gross receipts from activities that are not an unrelated trade or business under section 513 . . . . .						0
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . . .						0
5 The value of services or facilities furnished by a governmental unit to the organization without charge . . . . .						0
6 Total. Add lines 1 through 5 . . . . .	0	0	0	0	0	0
7a Amounts included on lines 1, 2, and 3 received from disqualified persons . . . . .						0
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year . . . . .						0
c Add lines 7a and 7b . . . . .	0	0	0	0	0	0
8 Public support (Subtract line 7c from line 6.) . . . . .						0

**Section B. Total Support**

Calendar year (or fiscal year beginning in)	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
9 Amounts from line 6 . . . . .	0	0	0	0	0	0
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources . . . . .						0
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 . . . . .						0
c Add lines 10a and 10b . . . . .	0	0	0	0	0	0
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on . . . . .						0
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) . . . . .						0
13 Total support. (Add lines 9, 10c, 11, and 12.) . . . . .	0	0	0	0	0	0
14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here . . . . . <input type="checkbox"/>						

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

15 Public support percentage for 2016 (line 8, column (f) divided by line 13, column (f)) . . . . .	15	0.00%
16 Public support percentage from 2015 Schedule A, Part III, line 15 . . . . .	16	0.00%

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

17 Investment income percentage for 2016 (line 10c, column (f) divided by line 13, column (f)) . . . . .	17	0.00%
18 Investment income percentage from 2015 Schedule A, Part III, line 17 . . . . .	18	0.00%

- 19a **33 1/3% support tests—2016.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization . . . . .
- b **33 1/3% support tests—2015.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization . . . . .
- 20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions . . . . .

**Part IV Supporting Organizations**

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

**Section A. All Supporting Organizations**

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

**Part IV Supporting Organizations (continued)**

		Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?		
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
b	A family member of a person described in (a) above?		
c	A 35% controlled entity of a person described in (a) or (b) above? <i>If "Yes" to a, b, or c, provide detail in Part VI.</i>		

**Section B. Type I Supporting Organizations**

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

**Section C. Type II Supporting Organizations**

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

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

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

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

1	Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a	<input type="checkbox"/>	The organization satisfied the Activities Test. Complete line 2 below.	
b	<input type="checkbox"/>	The organization is the parent of each of its supported organizations. Complete line 3 below.	
c	<input type="checkbox"/>	The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).	
2	Activities Test. Answer (a) and (b) below.		
a		Yes	No
	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i>		
b		Yes	No
	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>		
3	Parent of Supported Organizations. Answer (a) and (b) below.		
a		Yes	No
	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>Provide details in Part VI.</i>		
b		Yes	No
	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i>		

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

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

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	0 0
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4).	8	0 0
Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	<b>Total</b> (add lines 1a, 1b, and 1c)	1d	0 0
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	0 0
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	0 0
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	0 0
6	Multiply line 5 by .035.	6	0 0
7	Recoveries of prior-year distributions	7	0 0
8	<b>Minimum Asset Amount</b> (add line 7 to line 6)	8	0 0
Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	0
2	Enter 85% of line 1	2	0
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	0
4	Enter greater of line 2 or line 3.	4	0
5	Income tax imposed in prior year	5	
6	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	0
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

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

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	
4	Amounts paid to acquire exempt-use assets	
5	Qualified set-aside amounts (prior IRS approval required)	
6	Other distributions (describe in Part VI). See instructions.	
7	<b>Total annual distributions.</b> Add lines 1 through 6.	0
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9	Distributable amount for 2016 from Section C, line 6	0
10	Line 8 amount divided by Line 9 amount	0.000

Section E - Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2016	(iii) Distributable Amount for 2016
1	Distributable amount for 2016 from Section C, line 6			0
2	Underdistributions, if any, for years prior to 2016 (reasonable cause required—explain in Part VI). See instructions.			
3	Excess distributions carryover, if any, to 2016:			
a				
b				
c	From 2013 . . . . .	0		
d	From 2014 . . . . .	0		
e	From 2015 . . . . .	0		
f	<b>Total of lines 3a through e</b>	0		
g	Applied to underdistributions of prior years		0	
h	Applied to 2016 distributable amount			0
i	Carryover from 2011 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from 3f.	0		
4	Distributions for 2016 from Section D, line 7: \$ 0			
a	Applied to underdistributions of prior years		0	
b	Applied to 2016 distributable amount			0
c	Remainder. Subtract lines 4a and 4b from 4.	0		
5	Remaining underdistributions for years prior to 2016, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.		0	
6	Remaining underdistributions for 2016. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			0
7	<b>Excess distributions carryover to 2017.</b> Add lines 3j and 4c.	0		
8	<b>Breakdown of line 7:</b>			
a				
b	Excess from 2013 . . . . .	0		
c	Excess from 2014 . . . . .	0		
d	Excess from 2015 . . . . .	0		
e	Excess from 2016 . . . . .	0		



**Part VI**

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

Area with horizontal dashed lines for supplemental information.

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

**Schedule of Contributors**

OMB No. 1545-0047

**2016**

Department of the Treasury  
Internal Revenue Service

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

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

Name of the organization

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

Employer identification number

22-2719838

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)( 3 ) (enter number) organization

4947(a)(1) nonexempt charitable trust not treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

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

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

**General Rule**

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

**Special Rules**

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3 % support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000 or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h, or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year . . . . . ▶ \$ .....

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

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

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	----- ----- Foreign State or Province: ----- Foreign Country: -----	\$ 48,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	----- ----- Foreign State or Province: ----- Foreign Country: -----	\$ 10,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	----- ----- Foreign State or Province: ----- Foreign Country: -----	\$ 24,500	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	----- ----- Foreign State or Province: ----- Foreign Country: -----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	----- ----- Foreign State or Province: ----- Foreign Country: -----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	----- ----- Foreign State or Province: ----- Foreign Country: -----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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

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

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

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

**SCHEDULE O**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

Name of the organization

**Supplemental Information to Form 990 or 990-EZ**

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

▶ Attach to Form 990 or 990-EZ.

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

OMB No. 1545-0047

**2016**

Open to Public  
Inspection

Employer identification number

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

Form 990-EZ, Part I, Line 16, Other Expenses: Meals and entertainment: 75

Form 990-EZ, Part I, Line 16, Other Expenses: Fundraising: 21

Form 990-EZ, Part I, Line 16, Other Expenses: Supplies: 2,162

Form 990-EZ, Part I, Line 16, Other Expenses: Telephone: 661

Form 990-EZ, Part I, Line 16, Other Expenses: PROFESSIONAL DEVELOPMENT: 1,860

Form 990-EZ, Part I, Line 16, Other Expenses: PROGRAM EXPENSES: 33,208

Form 990-EZ, Part I, Line 16, Other Expenses: DUES AND SUBSCRIPTIONS: 271

Form 990-EZ, Part I, Line 16, Other Expenses: PAYROLL TAXES: 6,162

Form 990-EZ, Part I, Line 16, Other Expenses: INSURANCE: 3,124

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

Form 990-EZ, Part I, Line 16, Other Expenses: MANAGEMENT FEE: 1,835

Form 990-EZ, Part I, Line 16, Other Expenses: PAYROLL PROCESSING: 434

Form 990-EZ, Part I, Line 16, Other Expenses: BANK CHARGES: 157

Form 990-EZ, Part I, Line 16, Other Expenses: WEB DESIGN AND MAINTENANCE: 312

Form 990-EZ, Part I, Line 16, Other Expenses: MILEAGE REIMBURSEMENT: 4,325

Form 990-EZ, Part I, Line 16, Other Expenses: PARKING AND TOLLS: 147

Form 990-EZ, Part I, Line 16, Other Expenses: MARKETING: 550

Form 990-EZ, Part I, Line 16, Other Expenses: MISCELLANEOUS EXPENSE: 58

Form 990-EZ, Part I, Line 20, Net Assets: WRITE OFF OF OLD RECEIVABLES: -2,195

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

2,195, End of year: 0

Form 990-EZ, Part II, Line 24, Other Assets: PREPAID EXPENSES: Beginning of year: 6,233, End

of year: 12,375

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

End of year: 0

Form 990-EZ, Part II, Line 26, Liabilities: ACCOUNTS PAYABLE: Beginning of year: 1,823, End of

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

Schedule O (Form 990 or 990-EZ) (2016)

HTA

Name of the organization

Employer identification number

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

22-2719838

year: 1,202

Form 990-EZ, Part II, Line 26, Liabilities: ACCRUED PAYROLL AND VACATION TIME: Beginning of

year: 2,311, End of year: 7,632

Form 990-EZ, Part II, Line 26, Liabilities: ACCRUED PAYROLL TAXES: Beginning of year: 2,432,

End of year: 132

Form 990-EZ, Part II, Line 26, Liabilities: DEFERRED REVENUE: Beginning of year: 9,485, End of

year: 22,640

Multiple horizontal dashed lines for additional entries.



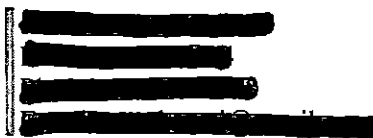
## Board of Directors - FY2018

NEW HAMPSHIRE  
TEEN INSTITUTE

<b>Name/Joined</b>	<b>Address</b>	<b>Phone</b>	<b>Email</b>
<b>PRESIDENT</b> Briana McLaughlin/2012 Child & Family Services	[REDACTED] Dover, NH [REDACTED]	[REDACTED]	[REDACTED]
<b>VICE PRESIDENT</b> Jocelyn Seager/2013 The Provident Bank	[REDACTED] Portsmouth, NH [REDACTED]	[REDACTED]	[REDACTED]
<b>TREASURER</b> Larry Szetela/2007 Laurence Szetela, CPA	[REDACTED] [REDACTED] Nashua, NH [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
<b>SECRETARY</b> Lindsey O'Connell/2003- 2005, 2012 Occupational Therapist, Genesis Rehabilitation Services	[REDACTED] N. Berwick, ME [REDACTED]	[REDACTED]	[REDACTED]
Jay Hayston/2017 Walnut Street Center, Inc.	[REDACTED] Ashland, MA [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]



Marissa Carlson



#### QUALIFICATIONS

Experience leading nonprofit organizations to achieve their youth development and artistic missions  
Trainer for youth and adults, with experience in curriculum design as well as implementation  
Computer experience includes Word, Excel, Salesforce, FileMaker Pro, SPSS (statistics), MEDIC+, Publisher, and internet research

#### EDUCATION

M.S. Nonprofit Management (degree conferral: May 2018), Bay Path University, Longmeadow, MA

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

#### ADDITIONAL CERTIFICATIONS & TRAININGS

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

#### EMPLOYMENT

2012 - Executive Director, New Hampshire Teen Institute

2009 – 2012 Program Director, New Hampshire Teen Institute

- Coordinating and training 175+ volunteer staff from NH and the greater Northeast for 4 overnight and numerous day-long programs around the state of NH each year.
- Engaging in regular organizational mission, vision, and strategic plan update & review in collaboration with the Board of Directors.
- Developing & implementing curricula that promote healthy choices and substance misuse prevention through capacity building, youth development, and youth & adult partnerships.
- Collaborating with coalition staff, teachers, SAPs, guidance counselors, and other youth-work professionals from NH's regional prevention networks to connect & enroll eligible students in our programs.
- Developing the organization's annual budget and individual program budgets in collaboration with key staff & stakeholders
- Co-advising the volunteer Program Advisory Committee, a youth-adult collaboration focused on the continued efficacy and efficiency of our programming.
- Acting as the organizational liaison between our volunteer staff & participants and the facilities staff at the program sites we utilize.
- Heading all aspects of the multi-year Service to Science application process to achieve

endorsement of the Summer Leadership Program as an evidence-based prevention program, including research, evaluation, and data entry & analysis.

- Managing paid, intern, and volunteer staff in both office and program settings.
- Working at the state and regional levels to position NH Teen Institute as the foremost name in youth leadership development and empowerment programming.

2004 – 2009 Admissions Intake Coordinator, Hillcrest Educational Centers

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

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

2002 – 2003 Office Manager, Tapestry Health Systems

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

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

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

- Coordinating 2-4 evening activities (performances, trips, sports events, etc.) for the students
- Overseeing the A/V needs for classes, activities, and events, and supervising the two A/V coordinators
- Coordinating the arrivals and departures of students at Logan Airport
- Co-managing other staff in the Programming Office

## ORGANIZATIONS

- 2017 - NH Training Institute on Addictive Disorders' Training Advisory Committee – Member
- 2015 - NH Prevention delegate to the International Credentialing & Reciprocity Consortium (IC&RC), Member of IC&RC Organizational Development Committee (2017- )
- 2013 - NH Prevention Certification Board – Secretary  
Lead Board Member on NH Prevention Workforce Development program (2016- )
- 2013 - NH Governor's Commission Prevention Task Force – Member
- 2004 - Mill City Productions – Associate Artistic Director (2013- )  
Founding company member & Artistic Director (2004-2010)
- 1997-2002 Young Americans - Company member  
National & international tours in Fall 1999 and Fall 2001

# Maura McGowan

**OBJECTIVE** A challenging position in the field of Prevention empowering and strengthening youth.

**Summary of Experience**

- 10 years experience in Community Outreach
- 8 years experience working in the field of Child Abuse & Neglect Prevention
- 7 years experience working in the field of Parent Support & Education
- 7 years experience creating Marketing Materials
- 5 years experience supporting & supervising interns and volunteers
- 5 years experience working with Teens in Substance Abuse Prevention and Healthy Choices
- Creation of Community Awareness Events and Workshops for children, teens and adults
- Experienced Public Speaker, Skilled Workshop Facilitator, Excellent Communication Skills

**EXPERIENCE**

**New Hampshire Teen Institute**  
*Program Director*  
August 2017 to Present

Responsible to create, plan, and facilitate residential and day programs that focus on leadership development, peer mentoring, and substance misuse prevention for middle and high school students. Work closely with the staff to develop new programs and update existing programs. Outreach to communities to promote our programs and ensure that TI is known and regarded positively throughout the state and region. Continually develop our volunteer and alumni networks to create positive relationships to assist in staffing and promoting our programs. Update our Board of Directors and financial agencies of our progress and impact. Attend relevant trainings and meetings to continue my learning, make valuable connections, and to obtain my Certified Prevention Specialist.

**The Front Door Agency**  
*Transitional Housing Program Case Manager*  
March 2012 to July 2017

Responsible to provide case management to single mothers in our Transitional Housing Program focusing on working to increase skills and confidence in the areas of; time management, budgeting, health and wellness, mental health, educational goals, employment, pride in home and financial stability. Provide support and guidance to clients in both individual and group settings. Provide information about outside supports to assist with educational goals, employment goals and parenting concerns. Coordinate volunteers for weekly child care support for clients attending our weekly groups.

**Prevention Makes Cents**  
*Program Coordinator*  
July 2009 to March 2012

Co-created a non-profit agency to continue the work of the Child Assault Prevention (CAP) Project as well as Parenting Support and Education Programs for the Greater Nashua Area. Responsibilities include facilitating programs, training interns & volunteers, supervising interns & volunteers, outreaching to schools in new communities, coordination of all aspects of the CAP Project and facilitating various parenting support and education programs.

**Nashua School District, Nashua, NH**  
*Parent Educator/Liaison for Fairgrounds Elementary School's Family Resource Center*  
April 2009 to January 2010

Increase Parent Involvement in school through education, outreach and advocacy. Responsibilities included co-facilitating weekly parent support group, coordination of outside services for ESOL & GED classes, liaise between the school and parents to facilitate increased volunteerism, training & supervision of parent volunteers, offering support to parents for issues both at school & at home, and serving on a number of teams focused on school improvement.

**New Hampshire Teen Institute, Nashua, NH**  
*Program Assistant*  
September 2008 to April 2009

Worked closely with the Director of Outreach to engage & increase our volunteer staff and to critique and improve our programs and workshops geared toward the reduction of substance abuse. Responsibilities included delivering programs, coordinating events and fundraisers, preparing and creating marketing materials, creating new workshops, working on a team to create a comprehensive volunteer staff manual.

**The Youth Council, Nashua, NH**

***CAP Facilitator, Child Assault Prevention (CAP) Project***

January 2006 to May 2009 and September 2003 to May 2005

Worked facilitating all aspects of the program including training volunteers & interns, facilitating teacher and parent workshops, leading classroom presentations, coordinating with schools, scheduling staff, creating marketing materials to outreach to the community, and the gathering of statistics for reports and grant writing assistance.

***Parenting Facilitator, Active Parenting Program***

January 2004 to May 2009

Worked closely with the Director of the Program to outreach to the community to offer the Active Parenting Series which ranged from toddlers to teens. Responsibilities included coordinating and delivering the programs, preparing paperwork and records for sessions, working with parents to resolve an array of parent/child conflicts, creating marketing materials geared toward both parents and community partners, gathering statistics for reports and grant writing assistance.

***Court Diversion Program Support Specialist, Court Diversion Program***

February 2004 to September 2009

Assisted in the coordination of the program and facilitated a panel of community volunteers to hear cases. Responsibilities included scheduling cases, corresponding with families, preparing cases to be heard each month, interviewing and creating consequences for juveniles attending the program, following up monthly with juveniles in the program.

**Adult Day Service Program**

***Activities Coordinator***

March 2005 to December 2005

Ran the day to day schedule of activities for clients attending the program. Responsibilities included creating a monthly events calendar, daily activities that served the varying medical and cognitive needs of clients in the program through researching appropriate interventions, planning the monthly menu, coordinating the transportation needs of the clients with both a private transport company and Nashua Public Transit, working with the families and caretakers of the clients, interviewing clients along with the Program Coordinator and Nurse, planning special events for the clients and their families, coordinating the partnership with the pre-nursing students of Alvirne HS, and supervising the support staff.

**NHCTC, Nashua, NH**

***Community Partner Program Developer, Community Partner Grant***

May 2004 to March 2005

Created the Community Partner Program under a grant awarded to NHCTC. Responsibilities included identifying Community Partners and creating meaningful job positions for Federal Work Study Students, creating marketing materials and orientation packets which introduced the program to Community Partners as well as the eligible students, and preparing both the sites and the students for a successful work placement.

**EDUCATION**

**New Hampshire Community Technical College, Nashua, NH**

Associates of Science Degree in Human Services, May 2004

GPA 3.98

**Southern New Hampshire University, Manchester, NH**

Transfer with 15 credits additional completed toward a Bachelors in Psychology, March 2007-March 2008

## Julie Yerkes

### SKILLS AND INTERESTS

Strong leader and manager with two decades of experience working with students, teachers, youth workers, and families, both in direct service and management positions. 10 years of organizational development, program planning, and business management. Strong interpersonal and management skills, seen most clearly when developing programs and delivering material to a variety of age groups. Unique ability to analyze situations and environments and formulate strategies and solutions. Strong written and verbal skills. Passion for language, culture and travel.

### EDUCATION

**Harvard Graduate School of Education, Cambridge, MA** June 2003

*Ed. M. Human Development and Psychology: Risk and Prevention*

Courses focused on school climate, leadership, asset-based youth development, and democratic education.

Reviewed, evaluated, and made recommendations to school- and community-based educational programs to improve school/program climate with the goal of increasing student sense of belonging, participation, wellness, and, ultimately, achievement.

**Middlebury College, Middlebury, VT** May 1997

*B.A. English and Italian; concentration in Secondary Education*

Received VT teaching certification for English 7-12th grade. Completed student teaching in 9<sup>th</sup> and 10<sup>th</sup> grade classroom. Tutored high school students in English and Math. Interned as writing coach in resource center.

### EXPERIENCE

**New Hampshire Teen Institute, Manchester, NH** July 2017 - present

*Parent Education Coordinator*

Network and build relationships with middle and high schools, parent groups, and prevention coalitions across the state. Promote TI programming and increase awareness of TI services. Organize parent education program in each of the 13 regional public health networks, from initial introduction of program and set up through post survey and follow up. Introduce program to community leaders, educate local stakeholders about the program, and recruit families to attend. Collect data and engage in program evaluation as part of program fidelity efforts and outcome tracking. Oversee management and reporting requirements of state and/or local contracts for parenting programming.

**SOCAPA, School of Creative and Performing Arts, New York, NY**

*Associate Director/Adviser*

September 2010 – July 2017

Advised the Director of Summer Programs, Campus Directors, and Director of Admissions on program planning and implementation for multi-campus summer intensive serving approximately 1200 youth per summer. Assisted in identifying needs and creating an action plan to adjust systems to meet changing needs of clients and staff.

Developed and streamlined systems to increase quality, efficiency, and consistency of programming while minimizing risk. Created student, staff, and residential life handbooks. Created staff training to specifically address students' psycho-social well-being. Developed systems to address student health issues and staff responsiveness. Coordinated operational areas in order to meet the mission of the school and program objectives. Assessed and refined curricula and activities to support the changing educational needs and goals of students. Developed recruitment, hiring, training, and supervision tools for staff of approximately 95. Oversaw the evaluation of student applications and management of student accounts. Ensured successful high quality implementation of program across four campuses, focusing on student safety and wellbeing, positive relationship with host universities, and professional satisfaction for staff.

## Julie Yerkes

### *Vermont Campus Director*

January 2008 – September 2010

Responsible for the smooth running of residential summer program with 90 – 120 adolescents per session. Prepared and led campus tours and orientations. Developed and maintained strong relationship with the conference services team at the Vermont campus' host university. Negotiated contracts, which allowed for usage of better facilities, increased ease of scheduling, and simplified fee structures. Hired, trained, and managed approximately 25 seasonal staff, ensuring staff retention for multiple summers. Developed, implemented, and oversaw summer schedule, managed faculty and residential staff. Responded to student health crises and behavioral issues. Addressed parent concerns.

### *Director of Admissions*

January 2008 – September 2010

Led the admissions office for a high-end residential summer intensive in the arts, which enrolls nearly 1200 students from all over the world. Developed marketing plan to achieve enrollment goal for each of four campuses (NYC, LA, London, and Burlington, VT in 2008) and each of the art program areas (Filmmaking, Photography, Acting, Dance). Cultivated relationships with camp advisers, school teachers, counselors, and community art programs to develop new domestic and international markets, enhancing diversity and increasing enrollment. Assessed students' applications to ensure appropriate course placement and ensure their health needs could be met, resulting in a dramatic decrease in behavior and health related dismissals from program.

### **New Hampshire Institute of Politics, Manchester, NH**

November 2005-January 2008

#### *Civic Education Programs Manager*

Developed and enhanced school- and community- based experiential civic education programs. Created and implemented professional development opportunities for teachers and school administrators. Worked with individual and groups of students to enhance their leadership skills. Researched, tracked, and monitored trends within the state and national civic education field. Represented the NHIOP at state and national meetings and conferences.

### **The Medical Foundation, Boston, MA**

September 2002-July 2003

#### *Prevention Specialist Intern*

Developed and implemented school- and community-based peer leadership programs through drug and violence prevention curriculum in middle and high schools and community health centers in underserved urban communities. Supported student development throughout prevention training program. Facilitated group cohesion and created a respectful community among students from diverse cultural and economic backgrounds. Built relationships with school administrators and faculty in order to successfully integrate youth development programs into the school schedule.

### **The New England School of English, Cambridge, MA**

May 2000-August 2002; July 2003- August 2005

#### *Assistant Academic Director*

December 2004-August 2005

Facilitated monthly intake, assessment, and placement of 120 international students. Advised students to maximize their learning and achieve their academic goals. Led monthly teacher development meetings. Supported 20 teachers to improve classroom management and teaching strategies. Managed and maintained academic records for 200+ students.

#### *Teacher of English as a Foreign Language*

May 2000-August 2002; July 2003- August 2005

Created and implemented intensive English program for students and professionals representing over 15 countries. Customized curriculum and used various teaching techniques to meet students' individual needs. Promoted understanding and tolerance of diverse abilities, views, and cultures. Counseled students on academic issues and college application process. Advanced to Lead Teacher in 5 months.

# Reagan Murphy

Campus Address:

1000 North B...

Manchester, NH 02106

Phone: 603-888-1111

reagan.murphy@snhu.edu

603-888-1111

## EDUCATION

**Southern New Hampshire University**  
Bachelor of Arts, Communications  
Minor: Public Relations  
Cumulative GPA: 3.285

Manchester, NH  
expected Dec 2018

## EXPERIENCE

### Program Coordinator

*New Hampshire Teen Institute*

Dec 2016-present  
Manchester, NH

- Assist in marketing the Teen Institute programs to schools, organizations, and individuals.
- Co-facilitate prevention-based training sessions, workshops, conferences and outreach activities for schools and community groups on Substance Abuse and Suicide Prevention, Leadership Development, and Healthy Decision Making Skills topics.

### Penmen Guide

*Southern New Hampshire University, Office of Admission*

June 2017-present  
Manchester, NH

- Conduct personalized campus tours for prospective students using marketing and storytelling techniques to promote university.
- Utilize communication skills and ability to adapt in various situations throughout campus tours.
- Handle multi-line phone system, direct calls accordingly and schedule prospective students for campus tours and interviews with Admission Counselors.

## LEADERSHIP & CAMPUS INVOLVEMENT

### Member, SNHU President's Commission for LGBTQ+

October 2017-present

- Collaborate with campus staff, faculty and students to promote diversity on-campus by assessing needs and developing plans to meet these needs (e.g. rebranding restrooms signs to be more inclusive).

### President, SNHU Drama Club

April 2017-present

- Organize three signature events/performances per semester that include 10-20 student actors.
- Increased student involvement by creating a social media presence and improving campus communication.
- Manage social media accounts (Facebook, Instagram, and Twitter) to promote upcoming performances.

### Member, SNHU Generation Equality

Sept 2015-present

- Collaborate with club members in campus LGBTQ+ advocacy group to promote diversity by organizing and executing various campus events.

### Titleholder/Volunteer, Miss Littleton Area

June 2017-present

- Local titleholder with the Miss New Hampshire Scholarship Organization.
- Represent organization at existing and self-planned events through volunteering to educate girls on self-esteem, self-confidence, inner and outer growth.

## TECHNOLOGY AND SOCIAL MEDIA SKILLS

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

## ACCOMPLISHMENTS

- Miss Littleton Area's Outstanding Teen 2014
- Miss Berlin-Gorham 2017

# BOOKKEEPER (Jeni Lauder)

## PROFESSIONAL EXPERIENCE

- Bookkeeper** (2 clients including NH Teen Institute) January 2017 - present
- Accounts payable/accounts receivable
  - Prepare deposits
  - Process payments/check requests/reimbursements
  - Process bi-weekly payroll including tax form filing and payments
  - Collections
  - Account reconciliations
  - Financial reporting and analysis
- Accounting Supervisor** (Nonprofit service agency) July 2016 - present
- Process all incoming checks and payments
  - Month-end closing including account reconciliation, journal entries, and financial reporting
  - Oversee accounts payable and accounts receivable
  - Monthly billing to various providers (Medicare, Medicaid, Dept of Ed, DCYF)
  - Financial analysis and research
- Staff Accountant** (Manufacturing) April 2013 – July 2016
- Assist with month-end closing including account reconciliation, journal entries, and bank reconciliation
  - Manage commission processing using complex commission structure and multiple systems for reporting,
  - Oversee product returns and process customer credits
  - Established effective freight claim system, ensuring timely processing and resolution
  - Prepare buying group sales reporting and complex rebate program administration
  - Financial analysis and research including actual to budget analysis and reporting
  - Assist with credit research and collections
- Business Office Administrative Specialist** (Private, nonprofit boarding school) 2012 – 2013
- Managed school store
  - Maintenance work order tracking and follow up
  - Administered human resource and benefit enrollments for faculty and staff
  - Facilities rentals and contracts oversight as well as invoicing and collections
  - Completed monthly account analysis, journal entries, A/P & A/R backup
  - Bank deposits

## EDUCATION

- Franklin Pierce University, Manchester NH** May 2014
- Bachelor of Science, *summa cum laude*, Accounting  
Cumulative GPA 3.93/4.0  
Honors: Sigma Beta Delta (Business Honor Society)  
Alpha Sigma Lambda (National Honor Society for Adult Learners)

## PROFESSIONAL DEVELOPMENT

Numerous professional development programs and seminars including American Management Association's *Time Management*, *Leading with Emotional Intelligence*, and *7 Habits of Highly Effective People*.

## TECHNICAL SKILLS

- Advanced skills in Microsoft Office 2010 – Word, Excel, Access, PowerPoint, Outlook, Publisher
- Other Software:
- QuickBooks Online
  - Great Plains
  - Meeting Room Manager conference room reservation software
  - Basecamp project management software
  - SurveyMonkey survey software
  - RegOnline event registration software
  - Crystal Reports
  - SeniorSystems – independent school management



**NH Teen Institute – FY19**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Marissa Carlson	Executive Director	\$49,454.50	30%	\$14,836.35
Maura McGowan	Program Director	\$42,241.06	75%	\$31,680.80
Julie Yerkes	Parent Education Coordinator	\$38,125.52	100%	\$38,125.52
Reagan Murphy	Program Coordinator (16-24 hrs/week)	\$13.26/hr	75%	\$9308.52
Jeni Lauder	Bookkeeper (3-5 hrs/week)	\$25.50/hr	50%	\$2652.00



Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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

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

May 10, 2018 **G&C Approved**

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

Date 6/21/18  
Item # Take Item #B

**REQUESTED ACTION**

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

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

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

**05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

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

**05-95-92-920510-3382 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

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

**EXPLANATION**

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

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

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

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

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

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

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

Area Served: Statewide

Source of Funds: 100% Other Funds

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

Respectfully submitted,



Katja S. Fox  
Director



Approved by:

Jeffrey A. Meyers  
Commissioner



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

**Substance Misuse Prevention Direct  
Services**

**RFP-2017-BDAS-01-Subst**

RFP Name

RFP Number

Reviewer Names

Bidder Name

1.	<b>NH Teen Institute</b>
2.	<b>The Upper Room</b>
3.	<b>The Youth Council</b>
4.	<b>0</b>
5.	<b>0</b>

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

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



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
www.nh.gov/doit

Denis Goulet  
Commissioner

May 18, 2017

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

Dear Commissioner Meyers:

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

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

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

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

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

Sincerely,

Denis Goulet

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

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

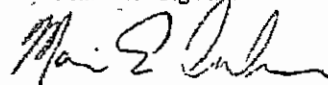
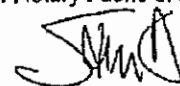
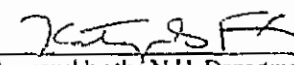
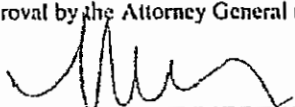
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

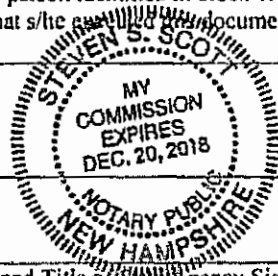
**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857	
1.3 Contractor Name New Hampshire Teen Institute		1.4 Contractor Address 180 Bridge Street, 1 <sup>st</sup> Floor Manchester, NH 03104	
1.5 Contractor Phone Number 603-545-7341	1.6 Account Number <i>NEL</i> 05-95-49-491510-2989 05-95-92-920510-3382	1.7 Completion Date June 30, 2018	1.8 Price Limitation 327,801.79
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <i>Marissa E. Carlson, Executive Director</i>	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Rockingham</i> On <i>April 21, 2017</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>STEVEN SCOTT</i>			
1.14 State Agency Signature  Date: <i>5/2/17</i>		1.15 Name and Title of State Agency Signatory <i>Katya S. Fox, Director</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>5/26/17</i> <i>Maria A. York, Attorney</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

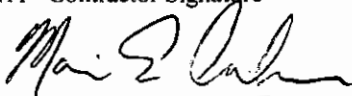
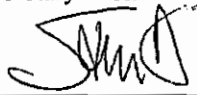
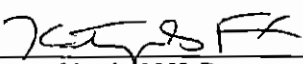
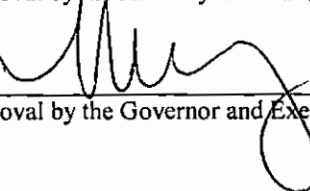
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857-	
1.3 Contractor Name New Hampshire Teen Institute		1.4 Contractor Address 180 Bridge Street, 1 <sup>st</sup> Floor Manchester, NH 03104	
1.5 Contractor Phone Number 603-545-7341	1.6 Account Number 05-95-49-491510-2989 05-95-92-920510-3382	1.7 Completion Date June 30, 2018	1.8 Price Limitation 327,801.79
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Marissa E. Carlson, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>Apr 21, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace STEVEN SCOTT			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katya S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/26/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			





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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to youth, ages ten (10) to twenty (20), who are in the Institute of Medicine (IOM) Prevention Classification categories of selective or indicated and provide parent education for parents/caregivers of the targeted population, statewide.
- 1.4. The Contractor shall work collaboratively with the Regional Public Health Networks (RPHN) and community partners and shall utilize its knowledge on community service agencies that are available to youth and parents/caregivers, including but not limited to, Juvenile Diversion Network programs, alcohol and other drug services, mental health services, and housing services.
- 1.5. The Contractor shall provide individual screening of youth referred to the program(s) using an evidenced-based screening tool that is approved by the Department.
- 1.6. The Contractor shall ensure appropriate referrals to community providers as indicated by the individual screening. The contractor shall develop and maintain protocols for referrals to appropriate providers and have such protocols available to the Department upon inspection.
- 1.7. The Contractor shall not use funding received under this contract for the purposes of capacity building nor shall funding be used to supplant other programs or services.
- 1.8. The Contractor shall have current knowledge of how to maintain funding separate streams of funding for this and other projects.

#### 2. Scope of Work

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



## Exhibit A

### 2.2. Outreach Plan

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

### 2.3. Recruitment Strategy

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

### 2.4. Evidence Informed Programming

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



## Exhibit A

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



## Exhibit A

### 2.9. Participant Survey

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

### 3. Staffing

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

### 4. Delegation and Subcontractors

#### 4.1. Identification and Approval

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

### 5. Performance Measures/Outcomes

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



## Exhibit A

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

## 6. Deliverables/Reporting Requirements

### 6.1. Deliverables

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

### 6.2. Reporting Requirements

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





## Exhibit A

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

### 6.3. Site Visits/Inspections

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



**Exhibit A**

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

**6.4. Data Storage and Reporting**

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



## Exhibit B

### Method and Conditions Precedent to Payment

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

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

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD  
Bidder/Program Name: NH Teen Institute Budget Request for: Substance Misuse Prevention Direct Services (RFP-2017-0045-01-Subst)

Budget Period: FY17 (3/1/17-6/30/17)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
Travel	\$34,070.00	\$17,408.50	\$51,478.50	\$4,853.25	\$12,442.00	\$17,295.25	\$29,768.75	\$4,853.25	\$34,622.00
Telephone	\$4,200.00	\$2,610.00	\$6,810.00	\$1,072.50	\$1,807.50	\$2,880.00	\$3,217.50	\$892.00	\$4,109.50
Printing	\$9,475.00	\$	\$9,475.00	\$2,375.00	\$	\$2,375.00	\$	\$	\$
Supplies	\$	\$	\$	\$	\$	\$	\$	\$	\$
Professional Services	\$	\$	\$	\$	\$	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$	\$	\$	\$	\$	\$
Materials	\$	\$	\$	\$	\$	\$	\$	\$	\$
Construction	\$	\$	\$	\$	\$	\$	\$	\$	\$
Equipment	\$1,200.00	\$	\$1,200.00	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Travel	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$
Printing	\$	\$	\$	\$	\$	\$	\$	\$	\$
Supplies	\$	\$	\$	\$	\$	\$	\$	\$	\$
Professional Services	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$	\$	\$	\$	\$	\$
Materials	\$	\$	\$	\$	\$	\$	\$	\$	\$
Construction	\$	\$	\$	\$	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Travel	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$
Printing	\$	\$	\$	\$	\$	\$	\$	\$	\$
Supplies	\$	\$	\$	\$	\$	\$	\$	\$	\$
Professional Services	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$	\$	\$	\$	\$	\$
Materials	\$	\$	\$	\$	\$	\$	\$	\$	\$
Construction	\$	\$	\$	\$	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Travel	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$
Printing	\$	\$	\$	\$	\$	\$	\$	\$	\$
Supplies	\$	\$	\$	\$	\$	\$	\$	\$	\$
Professional Services	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$	\$	\$	\$	\$	\$
Materials	\$	\$	\$	\$	\$	\$	\$	\$	\$
Construction	\$	\$	\$	\$	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Travel	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$
Printing	\$	\$	\$	\$	\$	\$	\$	\$	\$
Supplies	\$	\$	\$	\$	\$	\$	\$	\$	\$
Professional Services	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$	\$	\$	\$	\$	\$
Materials	\$	\$	\$	\$	\$	\$	\$	\$	\$
Construction	\$	\$	\$	\$	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Travel	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$
Printing	\$	\$	\$	\$	\$	\$	\$	\$	\$
Supplies	\$	\$	\$	\$	\$	\$	\$	\$	\$
Professional Services	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$	\$	\$	\$	\$	\$
Materials	\$	\$	\$	\$	\$	\$	\$	\$	\$
Construction	\$	\$	\$	\$	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Travel	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$
Printing	\$	\$	\$	\$	\$	\$	\$	\$	\$
Supplies	\$	\$	\$	\$	\$	\$	\$	\$	\$
Professional Services	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$	\$	\$	\$	\$	\$
Materials	\$	\$	\$	\$	\$	\$	\$	\$	\$
Construction	\$	\$	\$	\$	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Travel	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$
Printing	\$	\$	\$	\$	\$	\$	\$	\$	\$
Supplies	\$	\$	\$	\$	\$	\$	\$	\$	\$
Professional Services	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$	\$	\$	\$	\$	\$
Materials	\$	\$	\$	\$	\$	\$	\$	\$	\$
Construction	\$	\$	\$	\$	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Travel	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$
Printing	\$	\$	\$	\$	\$	\$	\$	\$	\$
Supplies	\$	\$	\$	\$	\$	\$	\$	\$	\$
Professional Services	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$	\$	\$	\$	\$	\$
Materials	\$	\$	\$	\$	\$	\$	\$	\$	\$
Construction	\$	\$	\$	\$	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Travel	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$
Printing	\$	\$	\$	\$	\$	\$	\$	\$	\$
Supplies	\$	\$	\$	\$	\$	\$	\$	\$	\$
Professional Services	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$	\$	\$	\$	\$	\$
Materials	\$	\$	\$	\$	\$	\$	\$	\$	\$
Construction	\$	\$	\$	\$	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Travel	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$
Printing	\$	\$	\$	\$	\$	\$	\$	\$	\$
Supplies	\$	\$	\$	\$	\$	\$	\$	\$	\$
Professional Services	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$	\$	\$	\$	\$	\$
Materials	\$	\$	\$	\$	\$	\$	\$	\$	\$
Construction	\$	\$	\$	\$	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Travel	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$
Printing	\$	\$	\$	\$	\$	\$	\$	\$	\$
Supplies	\$	\$	\$	\$	\$	\$	\$	\$	\$
Professional Services	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$	\$	\$	\$	\$	\$
Materials	\$	\$	\$	\$	\$	\$	\$	\$	\$
Construction	\$	\$	\$	\$	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Travel	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$
Printing	\$	\$	\$	\$	\$	\$	\$	\$	\$
Supplies	\$	\$	\$	\$	\$	\$	\$	\$	\$
Professional Services	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$	\$	\$	\$	\$	\$
Materials	\$	\$	\$	\$	\$	\$	\$	\$	\$
Construction	\$	\$	\$	\$	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Travel	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$
Printing	\$	\$	\$	\$	\$	\$	\$	\$	\$
Supplies	\$	\$	\$	\$	\$	\$	\$	\$	\$
Professional Services	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$	\$	\$	\$	\$	\$
Materials	\$	\$	\$	\$	\$	\$	\$	\$	\$
Construction	\$	\$	\$	\$	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Travel	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$	\$	\$
Printing	\$	\$	\$	\$	\$	\$	\$	\$	\$
Supplies	\$	\$	\$	\$	\$	\$	\$	\$	\$
Professional Services	\$2,000.00	\$	\$2,000.00	\$	\$	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$	\$	\$	\$	\$	\$
Materials	\$	\$	\$	\$	\$	\$	\$	\$	\$
Construction	\$	\$	\$	\$	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$
Travel	\$2,000.00	\$							

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

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD.  
Bidder/Program Name: NH Teen Institute Budget Request for: Substance Misuse Prevention Direct Services (#RFP-2017-BDAS-01-Subst)  
Budget Period: FY18 (7/1/17-6/30/18)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS/contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$78,780.40	\$52,423.80	\$131,204.20	\$10,353.20	\$42,787.68	\$53,140.88	\$88,437.20	\$39,636.12	\$128,073.32
2. Employee Benefits	\$12,878.80	\$7,584.13	\$20,462.93	\$3,218.16	\$6,455.01	\$9,674.18	\$9,857.45	\$1,139.12	\$11,000.57
3. Consultants	\$8,000.00	\$-	\$8,000.00	\$8,000.00	\$-	\$8,000.00	\$-	\$-	\$8,000.00
4. Equipment:	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Rental	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Repair and Maintenance	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Purchase/Depreciation	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
5. Supplies:	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Educational	\$7,500.00	\$-	\$7,500.00	\$-	\$-	\$-	\$7,500.00	\$-	\$7,500.00
Lab	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Pharmacy	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Medical	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Office	\$1,790.05	\$-	\$1,790.05	\$895.48	\$-	\$895.48	\$895.48	\$-	\$895.48
6. Travel	\$9,248.24	\$5,048.01	\$14,296.25	\$832.02	\$4,200.81	\$5,123.73	\$8,415.31	\$767.20	\$9,172.51
7. Occupancy	\$-	\$6,000.00	\$6,000.00	\$-	\$6,000.00	\$6,000.00	\$-	\$-	\$6,000.00
8. Current Expenses	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Telephone	\$1,311.64	\$855.02	\$2,166.66	\$183.98	\$655.02	\$839.00	\$1,147.86	\$-	\$1,147.86
Postage	\$328.38	\$64.82	\$393.20	\$57.12	\$54.02	\$111.14	\$269.26	\$-	\$269.26
Subscriptions	\$-	\$500.00	\$500.00	\$-	\$500.00	\$500.00	\$-	\$-	\$500.00
Audit and Legal	\$10,230.00	\$-	\$10,230.00	\$5,115.00	\$-	\$5,115.00	\$5,115.00	\$-	\$5,115.00
Insurance	\$-	\$2,490.00	\$2,490.00	\$-	\$2,490.00	\$2,490.00	\$-	\$-	\$2,490.00
Board Expenses	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
9. Software	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
10. Marketing/Communications	\$5,812.63	\$-	\$5,812.63	\$820.83	\$-	\$820.83	\$5,291.80	\$-	\$5,291.80
11. Staff Education and Training	\$3,200.00	\$-	\$3,200.00	\$1,000.00	\$-	\$1,000.00	\$2,200.00	\$-	\$2,200.00
12. Subcontracts/Agreements	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
13. Other (specific details mandatory):	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Summer Leadership Program (2 x 70 participants)	\$88,623.40	\$-	\$88,623.40	\$12,393.28	\$-	\$12,393.28	\$76,130.12	\$-	\$76,130.12
Leaders In Prevention (2 x 58 participants)	\$22,755.04	\$-	\$22,755.04	\$4,778.66	\$-	\$4,778.66	\$17,976.48	\$-	\$17,976.48
SLP Advanced Regional Trainings (5 x 14 participants)	\$6,383.50	\$-	\$6,383.50	\$893.69	\$-	\$893.69	\$5,489.81	\$-	\$5,489.81
<b>TOTAL</b>	<b>\$254,848.88</b>	<b>\$74,768.78</b>	<b>\$329,617.66</b>	<b>\$48,323.21</b>	<b>\$63,234.34</b>	<b>\$111,557.55</b>	<b>\$208,257.77</b>	<b>\$11,532.44</b>	<b>\$220,058.21</b>

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**SPECIAL PROVISIONS**

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

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





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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

**DEFINITIONS**

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

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

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

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

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

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

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

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

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

*mez*

*4/21/17*



**REVISIONS TO GENERAL PROVISIONS**

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



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name: NH Teen Institute

4/21/17  
Date

M. Carlson  
Name: Maissa E Carlson  
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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


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

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

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

Contractor Name: NH Teen Institute

4/21/17  
Date

  
Name: Marissa E. Carlson  
Title: Executive Director



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**PRIMARY COVERED TRANSACTIONS**


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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: NH Teen Institute

4/21/17  
Date

  
Name: Marisa F. Carlon  
Title: Executive Director

Contractor Initials NCC  
Date 4/21/17





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

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

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

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

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

Exhibit G

Contractor Initials MEC

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

Date 4/24/17

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: NH Teen Institute

Date 4/21/17

M. E. Carlson  
Name: Manissa E. Carlson  
Title: 4/21/17

Exhibit G

Contractor Initials MEC

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

Date 4/21/17



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: NH Teen Institute

9/21/17  
Date

M. E. Carlson  
Name: Maria E. Carlson  
Title: Executive Director



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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





Exhibit I

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

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

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



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

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

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

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

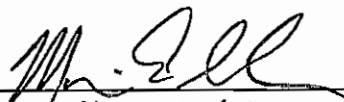
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: NH Teen Institute

Date: 4/21/17

  
Name: Mansuet E. Carlson  
Title: Executive Director



FORM A

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

1. The DUNS number for your entity is: 9 64 835 446
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

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



**New Hampshire Department of Health and Human Services  
Substance Misuse Prevention Direct Services Contract**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Misuse Prevention Direct Services Contract**

This 1<sup>st</sup> Amendment to the Substance Misuse Prevention Direct Services contract (hereinafter referred to as "Amendment #1") dated this 5<sup>th</sup> day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Upper Room, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 36 Tsienneto Road, Derry, NH 03038.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Late Item #B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to exercise a renewal option for up two (2) years and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$301,073.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
5. Add Exhibit B-2, Budget – Amendment #1.
6. Add Exhibit B-3, Budget – Amendment #1.
7. Add Exhibit K, DHHS Information Security Requirements.



**New Hampshire Department of Health and Human Services  
Substance Misuse Prevention Direct Services Contract**

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

State of New Hampshire  
Department of Health and Human Services

5-18-18  
Date

*Christine Tappan*  
Christine Tappan:  
Associate Commissioner:

The Upper Room

Apr. 13, 2018  
Date

*Brenda Guggisberg*  
Name: Brenda Guggisberg  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 4-13-2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

*Diane Casale*  
Signature of Notary Public or Justice of the Peace

DIANE CASALE NOTARY  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 3-12-2019

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


**New Hampshire Department of Health and Human Services  
Substance Misuse Prevention Direct Services Contract**



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

OFFICE OF THE ATTORNEY GENERAL

6/5/18  
Date

  
Name: *Rebecca W Ross*  
Title: *Senior Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

Exhibit B-2, Budget Sheet, Amendment #1

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

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

Budget Request for: Substance Misuse Prevention Direct Services

Budget Period: July 1, 2018 - June 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 105,174.00	\$ -	\$ 105,174.00	\$ 42,070.00	\$ -	\$ 42,070.00	\$ 63,104.00	\$ -	\$ 63,104.00
2. Employee Benefits	\$ 17,646.75	\$ -	\$ 17,646.75	\$ 7,058.70	\$ -	\$ 7,058.70	\$ 10,588.05	\$ -	\$ 10,588.05
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 4,890.00	\$ -	\$ 4,890.00	\$ 445.00	\$ -	\$ 445.00	\$ 4,445.00	\$ -	\$ 4,445.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,350.00	\$ -	\$ 3,350.00	\$ 2,075.00	\$ -	\$ 2,075.00	\$ 1,275.00	\$ -	\$ 1,275.00
6. Travel	\$ 500.00	\$ -	\$ 500.00	\$ 99.00	\$ -	\$ 99.00	\$ 401.00	\$ -	\$ 401.00
7. Occupancy	\$ 4,120.00	\$ -	\$ 4,120.00	\$ 2,020.00	\$ -	\$ 2,020.00	\$ 2,100.00	\$ -	\$ 2,100.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,840.00	\$ -	\$ 1,840.00	\$ 1,144.00	\$ -	\$ 1,144.00	\$ 696.00	\$ -	\$ 696.00
Postage	\$ 250.00	\$ -	\$ 250.00	\$ 125.00	\$ -	\$ 125.00	\$ 125.00	\$ -	\$ 125.00
Subscriptions	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ 400.00
Audit and Legal	\$ 6,500.00	\$ -	\$ 6,500.00	\$ 5,375.00	\$ -	\$ 5,375.00	\$ 1,125.00	\$ -	\$ 1,125.00
Insurance	\$ 2,575.00	\$ -	\$ 2,575.00	\$ 1,375.00	\$ -	\$ 1,375.00	\$ 1,200.00	\$ -	\$ 1,200.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 750.00	\$ -	\$ 750.00	\$ 475.00	\$ -	\$ 475.00	\$ 275.00	\$ -	\$ 275.00
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ 375.00	\$ -	\$ 375.00	\$ 375.00	\$ -	\$ 375.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 150,745.75	\$ -	\$ 150,745.75	\$ 63,636.70	\$ -	\$ 63,636.70	\$ 87,109.05	\$ -	\$ 87,109.05

Indirect As A Percent of Direct 0.0%

Contractor Initials *RS*  
Date *4/13/18*

Exhibit B-3, Budget Sheet, Amendment #1

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

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

Budget Request for: Substance Misuse Prevention Direct Services

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 105,174.00	\$ -	\$ 105,174.00	\$ 42,070.00	\$ -	\$ 42,070.00	\$ 63,104.00	\$ -	\$ 63,104.00
2. Employee Benefits	\$ 17,648.75	\$ -	\$ 17,648.75	\$ 7,058.70	\$ -	\$ 7,058.70	\$ 10,588.05	\$ -	\$ 10,588.05
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 4,890.00	\$ -	\$ 4,890.00	\$ 445.00	\$ -	\$ 445.00	\$ 4,445.00	\$ -	\$ 4,445.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,350.00	\$ -	\$ 3,350.00	\$ 2,075.00	\$ -	\$ 2,075.00	\$ 1,275.00	\$ -	\$ 1,275.00
6. Travel	\$ 500.00	\$ -	\$ 500.00	\$ 89.00	\$ -	\$ 89.00	\$ 401.00	\$ -	\$ 401.00
7. Occupancy	\$ 4,120.00	\$ -	\$ 4,120.00	\$ 2,020.00	\$ -	\$ 2,020.00	\$ 2,100.00	\$ -	\$ 2,100.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,840.00	\$ -	\$ 1,840.00	\$ 1,144.00	\$ -	\$ 1,144.00	\$ 696.00	\$ -	\$ 696.00
Postage	\$ 250.00	\$ -	\$ 250.00	\$ 125.00	\$ -	\$ 125.00	\$ 125.00	\$ -	\$ 125.00
Subscriptions	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ 400.00
Audit and Legal	\$ 6,500.00	\$ -	\$ 6,500.00	\$ 5,375.00	\$ -	\$ 5,375.00	\$ 1,125.00	\$ -	\$ 1,125.00
Insurance	\$ 2,575.00	\$ -	\$ 2,575.00	\$ 1,375.00	\$ -	\$ 1,375.00	\$ 1,200.00	\$ -	\$ 1,200.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 750.00	\$ -	\$ 750.00	\$ 475.00	\$ -	\$ 475.00	\$ 275.00	\$ -	\$ 275.00
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ 375.00	\$ -	\$ 375.00	\$ 375.00	\$ -	\$ 375.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 150,745.75	\$ -	\$ 150,745.75	\$ 63,636.70	\$ -	\$ 63,636.70	\$ 87,109.05	\$ -	\$ 87,109.05

Indirect As A Percent of Direct 0.0%

Contractor Initials   
Date 4/13/18





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



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

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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



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.).



Exhibit K

DHHS Information Security Requirements

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

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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/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



Exhibit K

DHHS Information Security Requirements

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

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

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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





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

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

**VI. PERSONS TO CONTACT**

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

# State of New Hampshire

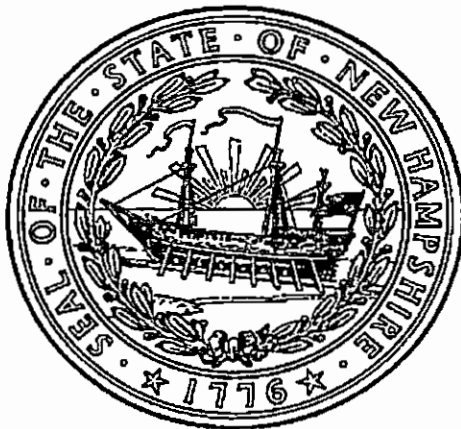
## Department of State

### CERTIFICATE

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

Business ID: 81048

Certificate Number: 0004079817



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of April A.D. 2018.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of The Upper Room A Family Resource Center  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on October 27, 2015  
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 13<sup>th</sup> day of April, 2018.  
(Date Contract Signed)

4. Charlene Puzzo is the duly elected secretary of the Upper Room,  
(Name of Contract Signatory) (Title of Contract Signatory)  
a Family Resource Center  
of the Agency.

Charlene Puzzo  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 2018.

By Charlene Puzzo  
(Name of Elected Officer of the Agency)

Diane Casale  
(Notary Public/Justice of the Peace)

(NOTARY SEAL) **DIANE E. CASALE, Notary Public**  
My Commission Expires March 12, 2019

Commission Expires: 3/12/19



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2018

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).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	<b>CONTACT NAME:</b> Michael Caruso <b>PHONE (A/C No. Ext):</b> (603) 669-3218 <b>E-MAIL ADDRESS:</b> mcaruso@crossagency.com	<b>FAX (A/C, No):</b> (603) 645-4331
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> The Upper Room a Family Resource Center PO BOX 1017 36 Tsienneto Road Derry NH 03038-1017	<b>INSURER A:</b> Philadelphia Indemnity Ins Co	<b>NAIC #</b> 18058
	<b>INSURER B:</b> NorGuard Ins Co	<b>NAIC #</b> 31470
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 17-18 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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1677056	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Abuse or Molestation Selection \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PHPK1677056	7/1/2017	7/1/2018	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"/> RETENTIONS \$ 10,000			PHUB590872	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
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	UPWC844646 (3a.) NH All Officers Included	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK1677056	7/1/2017	7/1/2018	1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

State of NH  
 Department of Health & Human Services  
 Substance Misuse Prevention Direct Service  
 129 Pleasant Street  
 Concord, NH 03301-3857

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

AUTHORIZED REPRESENTATIVE

Michael Caruso/JSC

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April 13, 2018

The Upper Room Mission Statement

*Strengthening individuals and families by providing them with the education and resources needed to lead healthy, self-sufficient lives.*

36 Tsienneto Road  
PO Box 1017  
Derry, New Hampshire 03038-1017

603-437-8477  
Fax: 603-425-6256

[www.urteachers.org](http://www.urteachers.org)

***THE UPPER ROOM, A FAMILY RESOURCE CENTER***

***Audited Financial Statements***

***For The Fiscal Years Ended  
June 30, 2017 and 2016***

# THE UPPER ROOM, A FAMILY RESOURCE CENTER

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**INDEPENDENT AUDITOR'S REPORT**

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

We have audited the accompanying financial statements of The Upper Room, A Family Resource Center (a nonprofit organization), which comprise the statements of financial position, as of June 30, 2017 and 2016, and the related statements of activities, 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 misstatements, whether due to fraud or error.

**Auditor's Responsibility**

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

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 misstatements 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, 2017 and 2016, 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

December 10, 2017

**THE UPPER ROOM, A FAMILY RESOURCE CENTER**

**Statements of Financial Position**

**As of June 30,**

**Assets**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Totals</u>	<u>2016 Totals</u>
<b><u>Current Assets:</u></b>				
Cash and Equivalents	\$ 260,705	\$ 58,677	\$ 319,382	\$ 272,552
Accounts Receivable	14,195	0	14,195	29,852
Prepaid Expenses	<u>2,394</u>	<u>0</u>	<u>2,394</u>	<u>2,343</u>
Total Current Assets	<u>277,294</u>	<u>58,677</u>	<u>335,971</u>	<u>304,747</u>
<b><u>Fixed Assets:</u></b>				
Leasehold Improvements	47,568	0	47,568	47,568
Equipment and Furniture	53,823	0	53,823	24,241
Less: Accumulated Depreciation	<u>(36,321)</u>	<u>0</u>	<u>(36,321)</u>	<u>(31,366)</u>
Net Fixed Assets	<u>65,070</u>	<u>0</u>	<u>65,070</u>	<u>40,443</u>
<b>Total Assets</b>	<b><u>\$ 342,364</u></b>	<b><u>\$ 58,677</u></b>	<b><u>\$ 401,041</u></b>	<b><u>\$ 345,190</u></b>

*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>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Totals</u>	<u>2016 Totals</u>
<b><u>Current Liabilities:</u></b>				
Accounts Payable	\$ 15,815	\$ 0	\$ 15,815	\$ 1,453
Other Current Liabilities	1,304	0	1,304	5,482
Accrued Payroll and Taxes	18,003	0	18,003	18,003
Accrued Fundraising Expenses	529	0	529	22,530
Scholarship Payable	<u>1,067</u>	<u>0</u>	<u>1,067</u>	<u>1,177</u>
 Total Liabilities	 <u>36,718</u>	 <u>0</u>	 <u>36,718</u>	 <u>48,645</u>
<b><u>Net Assets:</u></b>				
 Total Net Assets	 <u>305,646</u>	 <u>58,677</u>	 <u>364,323</u>	 <u>296,545</u>
 Total Liabilities and Net Assets	 <u>\$ 342,364</u>	 <u>\$ 58,677</u>	 <u>\$ 401,041</u>	 <u>\$ 345,190</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 Year Ended June 30,**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Totals</u>	<u>2016 Totals</u>
<b><u>Revenue and Support:</u></b>				
Grants and Contracts	\$ 396,954	\$ 58,677	\$ 455,631	\$ 432,519
Contributions	56,481	0	56,481	36,001
Program Revenue	18,861	0	18,861	15,699
Fundraising - Gaming, Net	65,174	0	65,174	20,286
Fundraising - Auction and Other	52,587	0	52,587	64,044
Rental Income	1,870	0	1,870	3,405
Interest	2,590	0	2,590	2,289
In Kind Contributions	179,716	0	179,716	181,383
Assets Released from Restrictions:				
Satisfaction of Program Restrictions	46,804	(46,804)	0	0
<b>Total Revenue and Support</b>	<u>821,037</u>	<u>11,873</u>	<u>832,910</u>	<u>755,626</u>
<b><u>Expenses:</u></b>				
Program Services	609,165	0	609,165	596,932
General and Administrative	118,317	0	118,317	110,153
Fundraising	37,650	0	37,650	25,843
<b>Total Expenses</b>	<u>765,132</u>	<u>0</u>	<u>765,132</u>	<u>732,928</u>
<b>Net Increase (Decrease) in Net Assets</b>	<u>55,905</u>	<u>11,873</u>	<u>67,778</u>	<u>22,698</u>
<b>Net Assets - Beginning of Period</b>	<u>249,741</u>	<u>46,804</u>	<u>296,545</u>	<u>273,847</u>
<b>Net Assets - End of Period</b>	<u>\$ 305,646</u>	<u>\$ 58,677</u>	<u>\$ 364,323</u>	<u>\$ 296,545</u>

*See Notes and Independent Auditor's Report*

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

	<u>Program</u> <u>Services</u>	<u>Management</u> <u>and General</u>	<u>Fund</u> <u>Raising</u>	<u>2017</u> <u>Totals</u>	<u>2016</u> <u>Totals</u>
<b><u>Expenses:</u></b>					
Salaries and Wages	\$ 314,078	\$ 84,641	\$ 15,785	\$414,504	\$397,297
Payroll Taxes	22,649	7,131	1,341	31,121	31,725
Employee Benefits Plan	5,682	6,397	0	12,079	13,654
Supplies	13,600	2,004	18,083	33,687	29,508
Repair and Maintenance	14,247	2,523	0	16,770	15,222
Office	5,338	4,803	1,508	11,649	6,429
Utilities	14,658	1,791	0	16,449	17,120
Professional Fees	18,317	5,916	539	24,772	15,934
Insurance	10,740	2,172	0	12,912	13,547
Postage and Printing	762	791	394	1,947	2,468
Travel and Conferences	4,355	148	0	4,503	4,069
Merchant Account Fees	68	0	0	68	0
Depreciation	4,955	0	0	4,955	4,572
In Kind Expense - Occupancy	73,201	0	0	73,201	64,800
In Kind Expense - Program and Supplies	<u>106,515</u>	<u>0</u>	<u>0</u>	<u>106,515</u>	<u>116,583</u>
<b>Total Expenses</b>	<b><u>\$ 609,165</u></b>	<b><u>\$ 118,317</u></b>	<b><u>\$ 37,650</u></b>	<b><u>\$765,132</u></b>	<b><u>\$732,928</u></b>

*See Notes and Independent Auditor's Report*

**THE UPPER ROOM, A FAMILY RESOURCE CENTER**

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

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Totals</u>	<u>2016 Totals</u>
<b><u>Cash Flows from Operating Activities:</u></b>				
Net Increase (Decrease) in Net Assets	\$ 55,905	\$ 11,873	\$ 67,778	\$ 22,698
 <u>Adjustments to reconcile changes in net assets to net cash provided by (used for) operating activities:</u>				
Depreciation and Amortization	4,955	0	4,955	4,572
(Increase) Decrease in Accounts Receivable	15,657	0	15,657	(13,450)
(Increase) Decrease in Prepaid Expenses	(51)	0	(51)	615
Increase (Decrease) in Accounts Payable	14,362	0	14,362	1,183
Increase (Decrease) in Accrued Payroll and Taxes	0	0	0	(21,720)
Increase (Decrease) in Withheld Payroll Liabilities	(4,178)	0	(4,178)	5,482
Increase (Decrease) in Accrued Fundraising Expenses	(22,001)	0	(22,001)	9,896
Increase (Decrease) in Scholarship Payable	(110)	0	(110)	(264)
Increase (Decrease) in Deferred Revenue	0	0	0	(44,860)
Total Adjustments	<u>8,634</u>	<u>0</u>	<u>8,634</u>	<u>(58,546)</u>
Net Cash Flows Provided by (Used for) Operating Activities	<u>64,539</u>	<u>11,873</u>	<u>76,412</u>	<u>(35,848)</u>
 <b><u>Cash Flows from Investing Activities:</u></b>				
Acquisitions of Fixed Assets	<u>(29,582)</u>	<u>0</u>	<u>(29,582)</u>	<u>(5,578)</u>
Net Cash Flows Provided by (Used for) Operating Activities	<u>(29,582)</u>	<u>0</u>	<u>(29,582)</u>	<u>(5,578)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	34,957	11,873	46,830	(41,426)
Cash and Equivalents - Beginning of Year	<u>225,748</u>	<u>46,804</u>	<u>272,552</u>	<u>313,978</u>
Cash and Equivalents - End of Year	<u>\$ 260,705</u>	<u>\$ 58,677</u>	<u>\$ 319,382</u>	<u>\$ 272,552</u>

*See Notes and Independent Auditors Report*

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

	<u>Unrestricted</u>	Temporarily <u>Restricted</u>	<u>2017</u> <u>Totals</u>	<u>2016</u> <u>Totals</u>
<b><u>Cash Paid During the Period for:</u></b>				
Interest	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Taxes	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
<b><u>Non Cash Transactions During the Period:</u></b>				
In Kind Contributions	<u>\$ 179,716</u>	<u>\$ 0</u>	<u>\$ 179,716</u>	<u>\$ 181,383</u>

*See Notes and Independent Auditors Report*

**THE UPPER ROOM, A FAMILY RESOURCE CENTER**  
**Notes to the Financial Statements**  
**June 30, 2017 and 2016**

**Organization and Purpose:**

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

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

**Programs:**

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

**Services:**

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

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



**THE UPPER ROOM, A FAMILY RESOURCE CENTER**  
**Notes to the Financial Statements**  
**June 30, 2017 and 2016**

**Note 1 – Summary of Significant Accounting Principles:**

**A. Basis of Presentation**

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

**B. Accounting Principles**

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

**Unrestricted Net Assets:**

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

**Temporarily Restricted Net Assets:**

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

**Permanently Restricted Net Assets:**

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

The organization has no permanently restricted net assets at June 30, 2017 and 2016.

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**THE UPPER ROOM, A FAMILY RESOURCE CENTER**  
**Notes to the Financial Statements**  
**June 30, 2017 and 2016**

**Note 1 - Summary of Significant Accounting Principles - Continued:**

**C. Accounts Receivable**

Accounts receivable are reported net of an allowance for doubtful accounts. The allowance is based on management's estimate of the amount of receivables that will actually be collected. Management asserts that all receivables at June 30, 2017 and 2016 were collectible and therefore has not established an allowance for doubtful accounts.

**D. Promises to Give**

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

**E. Income Taxes**

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

The Organization has evaluated its tax positions for all open tax years. The Organization is not currently under audit nor has the Organization been contacted by any jurisdiction. Management believes all tax positions taken would be upheld under examination. No provision for the effects of uncertain tax positions have been recorded for the years ended June 30, 2017 and 2016. The Organizations informational returns remain open to examination by taxing authorities for a period of three years.

**F. Fixed Assets**

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

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

*-Continued on Next Page-*

**THE UPPER ROOM, A FAMILY RESOURCE CENTER**  
**Notes to the Financial Statements**  
**June 30, 2017 and 2016**

**G. Cash and Cash 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, 2017 and 2016 the Organization had no cash equivalents

**H. Use of Estimates in the Preparation of Financial Statements**

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

**I. Advertising**

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

**J. Accrued Compensated Absences**

Certain employees of the Organization are entitled to paid vacations, holiday, sick, and personal days off, based on job classification, length of service, and other factors, The Organizations policy is to accrue all vacation time as earned, but to recognize the cost of sick and personal days compensated absences when actually paid to employees. Compensated absences for employee vacations accrued at June 30, 2017 and 2016 totaled \$9,921 and \$11,326, respectively.

**K. Functional Expenses**

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

**L. Donated Materials and Services**

The Organization records the value of donated material and services when there is an objective basis to measure their value. Donated material and services for programs are recorded as in-kind donations in the financial statements at their estimated fair value on the date of receipt. Donated items for the annual auction are calculated at their fair value and reported in net proceeds from fundraising. The Organization also recognizes an estimate of contributed occupancy expenses since the program and office facility is leased for the Town of Derry at a rate of \$1 per years. Volunteers have donated a total of 3058 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, 2017 and 2016**

**NOTE 2 – Concentrations:**

The Organization received 13% and 19% of its support from one source for the years ending June 30, 2017 and 2016, respectively. Management does not believe that this relationship will be terminated.

**NOTE 3 – Retirement Plan Expenses**

The Organization sponsors a 403(b) pension plan for its employees. Under the plan employees may voluntarily contribute up to the IRS maximum contribution. The contribution applies to individual accounts issued to each participant. The Organization does not regularly contribute to this plan. However, the Organization offers a Retirement Incentive Option to those employees who contribute a minimum of 3% or more of their annual pay into the Organization's 403(b) plan. After each full year of contributing at least the minimum 3%, the Organization will deposit \$250 into the employee's retirement plan account for full time employees and \$125 for regular part time employees. Contributions made to the plan by the organization for the years ended June 30, 2017 and 2016 were \$500 in each fiscal year.

**NOTE 4 – Fundraising - Gaming:**

Fundraising revenue is from regularly scheduled bingo and poker games, is reported net of fundraising expenses as follows at June 30, 2017:

	<u>Bingo</u>	<u>Poker</u>	<u>Total</u>
Revenue – Gaming	\$166,431	\$39,838	\$206,266
Expenses – Gaming	(141,095)	(0)	(141,095)
Net Income – Gaming	\$25,336	\$39,838	\$65,174

At June 30, 2016 the Organization held \$22,530 in funds for future cash payouts and taxes. At June 30, 2017 the bingo facilitator has accepted the responsibility for future cash payouts and taxes.

**NOTE 5 – Net Assets:**

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

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

*-Continued on next page-*

**THE UPPER ROOM, A FAMILY RESOURCE CENTER**  
**Notes to the Financial Statements**  
**June 30, 2017 and 2016**

**NOTE 5 – Net Assets - continued:**

Net assets restricted by time or purpose at June 30, 2017 are:

Teen Information for Parenting Success	\$	20,500
Adolescent Wellness		15,000
Greater Derry Family Outreach		15,000
Equipment Purchase		3,177
Greater Derry Juvenile Diversion		<u>5,000</u>
 Total assets restricted by time or purpose	 \$	 <u>58,677</u>

**Note 6 – Lease Agreement:**

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

**Note 7 – Subsequent Events**

Subsequent events have been evaluated thru December 10, 2017, 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: 4/2018

The full board meets 2<sup>nd</sup> Wednesday of the month, at 6PM.. The Executive Committee meets 4<sup>th</sup> Wednesday of the month. Finance Committee meets quarterly with monthly reviews.

**Brenda Guggisberg, Executive Director**

**Jeremy Lane, President**

**Jacob D Wiesmann, Past President**

**Emily Whalen, Vice President**

**Charlene Puzzo, Secretary**

**Tyler Hall, Treasurer**

**Gale Stanley**

**Marcia Briggs**

**Justin Krieger**

**Julie Abbott**

**Alexis Brophy**

**Robyn White**

**Steven Secor**

## **Andrea Younie**

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### **OBJECTIVE**

A position which will benefit from my organizational skills, customer service experience and varied computer knowledge.

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### **SUMMARY OF SKILLS**

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#### **EMPLOYMENT: 2014 – CURRENT THE UPPER ROOM, DATA SPECIALIST**

##### **Organizational**

- Worked independently as a Mailroom Coordinator for a Fred B. Estabrook Co, Inc, a publishing and advertising company in New Hampton NH, Feb 93 – July 97.
- As an Independent Consultant for the Pampered Chef, had to organize my time, booths at fairs and vendor events and be organized to present the products and take orders at Cooking Shows.
- Work at The Upper Room as Data Specialist Dec 2014 – Current. Maintain client database, create reports as requested to support grant applications and management needs for reporting to state and local governmental agencies.

##### **Computer Knowledge**

- Experienced in overall Windows based application use.
- Skilled in Microsoft Word, Excel, and easily learns new programs.
- Data Entry experience at Estabrook Co, input many names and checked for accuracy of address information.

##### **Customer Service**

- Currently Owner at Try Something Classes, Teaching healthy cooking classes and craft classes, maintaining email list, send newsletters and social media.
- Worked as an Independent Consultant with the Pampered Chef for 2 years, had my own client base and made sure that they were satisfied with their products and the service they received.
- Worked as a receptionist for Geneva Point Conference Center, 1991 – 1993(seasonally), reservation duties, processing payments, creating bills for customers, creating work schedules for employees, and many general secretarial duties, phone answering, data entry, and filing.

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### **EDUCATION**

*New Hampshire Technical Institute, Concord, NH*  
Associates of Science in Computer Information Systems 1992

*Winnisquam Regional High School, Tilton, NH*  
High School Diploma, 1989

Business Class concentration such as Accounting classes

*Healthy Hands Cooking Online Certified Instructor Training, North Carolina*  
Received certification to teach Healthy Cooking Classes

##### **Volunteer Leadership Positions**

- Currently Co-Manager of the Food Pantry at The Upper Room, 2011-Current
- Silent Auction Coordinator for The Upper Rooms Annual Family Matters Auction 2014-Current
- Auction Committee Member, The Upper Room's Annual Family Matters Auction 2011-2014
- Team Coordinator (equivalent to President of the Board) at Rhythm of New Hampshire Show Chorus, 2016-current

## KATELYN A. HEPWORTH

### EDUCATION

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**HARVARD UNIVERSITY**, John F. Kennedy School of Government  
**Executive Education Certificate**, Leading and Scaling Early Childhood Initiatives  
Cambridge, MA  
May 2016

**GEORGETOWN UNIVERSITY**, Edmund A. Walsh School of Foreign Service  
**Master of Arts**, Political Economy with a regional focus in Latin America  
Washington, D.C.  
August 2012  
Coursework: Investigated best practices in early childhood development and returns on investment to interventions

**FURMAN UNIVERSITY**  
**Bachelor of Arts in History and Spanish**  
Greenville, SC  
May 2009

### EXPERIENCE

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**THE UPPER ROOM FAMILY RESOURCE CENTER**  
**Parent Education and Childcare Specialist**  
Derry, NH  
October 2017- Present

- Engage children, age 6 weeks to 10 years, in developmentally appropriate activities during parent programming
- Coordinate parent education series, including communicating information about the courses, supporting course facilitators, and registering participants
- Facilitate parenting group for families working with the Division of Children, Youth and Families to provide information about the process, parenting education content, and social support

**CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE**  
**Parent Aide**  
Manchester, NH  
March 2017- Present

- Coordinate supervised visits between parents and children that have been removed from parent custody
- Observe parent and child interaction, identify areas for improvement, and develop a treatment plan with parent(s)
- Document contact with parents, foster families, and social workers for the Division of Child, Youth, and Family records

**LONDONDERRY SCHOOL DISTRICT**  
**Substitute Teacher**  
Londonderry, NH  
September 2016- June 2017

- Taught class lessons and interacted with students of varying ages and abilities when the primary teacher was absent

**THE BERNARD VAN LEER FOUNDATION**  
**Research and Evaluation Officer**  
The Hague, Netherlands  
January 2014- August 2016

- Provided project design and curriculum recommendations, and technical assistance, including review of evaluation design, progress, and results with local partners, for early childhood development programs in eight countries
- Performed site visits to interact with local personnel, observe progress, discuss challenges and how to resolve them
- Managed a global grant portfolio on diverse topics, such as platforms for investing in young children, indicators for children from 0-3 years, advocating for high-quality early childhood personnel, and best-practices in parenting programs
- Developed content, communication materials and strategy for policies and programming supporting the family and child
- Engaged with grantees, partners and other organizations interested in early childhood to identify gap areas for future work and opportunities for collaboration

**THE INTER-AMERICAN DEVELOPMENT BANK**  
**Education Division Research Assistant**  
Washington, DC  
July-December 2013

- Investigated effective pedagogical approaches for math and science education and analyzed existing interventions
- Performed analysis of project data for internal publications and submissions to peer-reviewed journals
- Managed author submissions, conducted content interviews, wrote and revised chapters for a book publication on math and science education in Latin America and the Caribbean

**THE WORLD BANK**  
**Education Consultant**  
Washington, DC  
April 2013- June 2013

- Compiled research, technical papers, and policy prescriptions on the Chilean tertiary education system into book form



**THE INTER-AMERICAN DEVELOPMENT BANK**  
**Bolivia Country Office: Education Division Project Consultant**

La Paz, Bolivia  
May 2012- February 2013

- Performed statistical analysis of data from Phase II of Regional Project on Child Development Indicators (PRIDI)
- Managed data analysis, communication, and progress within the PRIDI team and firms in multiple countries
- Investigated issues of measurement and evaluation, and other topics based on the needs of the lead specialist
- Wrote papers using project data to establish relationships between early childhood development and associated factors

**THE INTERNATIONAL TRADE ADMINISTRATION**  
**Office of the Western Hemisphere, Americas Project Team Associate**

Washington, D.C.  
Jan.-May 2012

- Organized education conference and wrote papers on innovative education models, technology, and trade policy

**THE INTER-AMERICAN DEVELOPMENT BANK**  
**Education Division: Early Childhood Development Intern**

Washington, D.C.  
May-Aug. 2011

- Performed preliminary analysis of Phase I PRIDI data from evaluation teams and communicated progress to bank staff

**TEACHING ENGLISH**  
**English Opens Doors (UNDP) & McLean Consultores Limitada**

Santiago & Calama, Chile  
July 2009-Dec. 2010

**PRESENTATIONS**

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**Forum Member, Investing in Young Children Globally, National Academy of Sciences** August 2014- March 2016

**Chair, Quality in Systems and Settings** Leiden, Netherlands, September 2014  
*International Consultation: Measuring and Improving Quality in Early Childhood Environments*

**Presenter, Philanthropy in the Field of International Education** Toronto, Canada, March 2014  
*Comparative International Education Society Annual Conference*

**Panelist, The Next Generation** Washington, DC, March 2012  
*Making Latin America A More Equitable Society*

**PUBLICATIONS**

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Verdisco, A., Cueto, S., Thompson, J., Engle, P., Neuschmidt, O., Meye, S., Gonzalez, E., Ore, B., **Hepworth, K.**, & Miranda, A. (2014) Urgency and Possibility: Results of PRIDI, A First Initiative to Create Regionally Comparative Data on Child Development in Four Latin American Countries (the Technical Annex). Sourced from: <http://www.iadb.org/en/topics/education/pridi/key-documents,18522.html>. Inter-American Development Bank.

Näslund-Hadley, E., Varela, A., & **Hepworth, K.** (2014). What Goes On Inside Latin American Math and Science Classrooms: A Video Study of Teaching Practices. *Global Education Review*, 1(3).

**Hepworth, K.** (June 2014). Value Children, Cherish Parents [Editorial]. *Early Childhood Matters*. Bernard van Leer Foundation.

Verdisco, A., Thompson, J., **Hepworth, K.** (June 2013). Regional Project on Child Development Indicators (PRIDI): Processes, Results, and Challenges to Date. *Early Childhood Matters*. Bernard van Leer Foundation.

**SKILLS**

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**Languages:** English (Native Speaker); Spanish (Fluent); Portuguese (Intermediate)  
**Computer Skills:** Microsoft Office Suite, STATA

# Kelsey Myers

## EDUCATION

**Southern New Hampshire University** Manchester, NH  
*Bachelor of Science, Justice Studies | Minor in Business* December 2016  
GPA 3.8, President's List | Nu Iota Honor Society | Justice Studies Association

**New Hampshire Technical Institute** Concord, NH  
*Associate in Science, Criminal Justice* May 2015  
GPA 3.93, Dean's List | Phi Theta Kappa Honor Society | Criminal Justice Club

**Certifications:** Certified Prevention Specialist (*in progress*), Substance Misuse and Prevention, Victim Witness Advocate, Suicide Risk Overview, Preparing Students for the HiSET Exam, Career Navigation

## RELEVANT EXPERIENCE

**Educational Youth Mentor, The Upper Room, Derry, NH** August 2017-Present

- Provide support to students 16-21 to help prepare them for HiSET tests; create and present lessons on all subject matters; help students to explore potential colleges; assist with resume and cover letter writing and general job preparedness
- Facilitate a community service program for youth ages 12-18; communicate with diverse members of the community in order to organize and facilitate the completion of projects; interact with youth to explain community interactions and life lessons

**Volunteer** May 2015-Present

- Serve as an integral member of a team supporting participants in The Greater Derry Juvenile Diversion Program dedicated to empowering youth to make responsible decisions while offering an alternative to court intervention
- Communicate with youth and ask questions to develop an appropriate contract and determine participation in activities such as restitution, community service, and referrals to alternative programs
- Ensure participants complete assigned activities and organize documentation to close case files

**Youth Specialist, NH-JAG (Jobs for America's Graduates), Manchester, NH** April 2017-June 2017 (closed)

- Worked with students 16-24 to prepare them for tests, enroll in college, and identify training programs as well as employment
- Organized materials to create a structured environment; created appointments with other organizations and with students; entered student information into the database to maintain accurate records
- Provided guidance and counseling, mentoring, and assistance with life skills

**Intern, Sununu Youth Services Center (SYSC), Manchester, NH** May 2016-August 2016

- Interacted with and observed youth ages 13-17, worked closely with youth counselors, unit managers, treatment coordinators, a Bureau Chief, JPPO's, and parents to gain in-depth knowledge of the Center's operations
- Attended treatment plan meetings, transcribed notes, and typed updated reports and notes in SYSC system database; observed intake information, an exit, and completed exit guidelines; learned wandering process and weekly grading procedure
- Gathered information for support groups and attended a parent's support group; attended multiple parole board hearings and court proceedings to gain a comprehensive understanding of the legal process

**Lead Sales Clerk, Shooters Outpost, Hooksett, NH** December 2012-November 2016

- Provided assistance and share product knowledge to up to 250 customers during high volume shifts; completed and verified federal forms to ensure proper documentation according to state and federal laws, then call to report information
- Oversaw and managed more than \$4,000 in cash per shift; ordered, organized and stocked inventory to ensure sales were met
- Helped to create a training manual, trained incoming cashiers; communicated to create a manageable schedule for all cashiers
- Collaborate with coworkers to apply problem-solving skills in order to resolve technical and customer conflicts

**Intern, Webster House, Manchester, NH** June 2014-July 2014

- Interacted one-on-one with youth ages 11-17 to gather information and complete intake interviews, exit paperwork, and social/psycho evaluations; processed paperwork in order to organize records and confirm accurate documentation
- Supervised and monitored activities to provide structure to residents within a safe and caring environment

## ADDITIONAL EXPERIENCE

**Office Assistant/Assembler, Hamilton Precision, LLC, Laconia, NH** November 2016-April 2017

**Transfer Student Worker/Assistant, SNHU Office of Transfer Admissions, Manchester, NH** September 2015-December 2016

## SKILLS

**Software/Languages:** QuickBooks, Eteams, Microsoft Word, PowerPoint and Excel; moderate Spanish

**Diane Casale, CPS**

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

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

**January 2011- present    Administrative Coordinator**

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

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

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

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

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

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



## **Accomplishments**

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

## **Professional Memberships**

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

## **Education**

- Hesser College- Nashua  
Associates in Computer Science- January 1983
- Lesley College- Boston  
Courses related to Human Services- 1992- 1993
- New Hampshire Technical Institute- Concord  
Paralegal Certificate- August, 2001
- Guardian Ad Litem –NHTI-Concord October 2005
- Nashua Community College September 2009 to June 2011  
Studied in Liberal Arts  
Concentration in Peace and Social Justice

## **Volunteer Experience/Trainings**

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

Cheryl A Fruin

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

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

**Experience**    **The Upper Room** Derry, NH (January 2017-Present)  
Adolescent Wellness Program Coordinator  
Rejuven8 Program Coordinator

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

**The Upper Room** Derry, NH (2015-2017)  
Mathematics Tutor, HiSET Program

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

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

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

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

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

**Trainings**

[REDACTED]



SASSI Clinical Interpretation  
SASSI Administration & Scoring  
SBIRT  
Positive Behavioral Interventions and Support  
Standards of Quality for Family Strengthening & Support  
NH Providers Association Confidentiality Training  
Introduction to Protective Factors Framework  
Motivational Interviewing  
Substance Related and Addictive Disorders  
SMART Goals  
Substance Abuse Prevention Skills

## Susan Lynn Schick, MA

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### Education:

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

### Related Work Experience:

**The Upper Room – A Family Resource Center**, Derry, NH. 9/02 – present

- Preventative Counseling Services therapist  
Short-term mental and behavioral health counseling for individuals, families, co-parents and teens. Anger Management Assessment.
- HiSET life skills counselor  
Individual mental health support, psychoeducation workshop
- Rejuvin8-Wellness counselor  
Drug education and psychoeducation and support for suspended high school youth

**Manchester Mental Health Center – Child and Family Services**, Manchester, NH. 11/98 – 6/00

Therapist Individual and family counseling home based services. Also, facilitation of parenting and children of alcoholics groups.

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

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

**The Portsmouth Pavilion**, Portsmouth, NH. 95/98

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

**Town Pride Works**, Philadelphia, PA. 92/93

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

**The Learning Clinic**, Brooklyn, CT. 90/91

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

### Affiliations:

Family Support New Hampshire – member  
Southern New Hampshire Human Services Council - member  
American Mental Health Counseling Association – member  
Seacoast Family Promise - volunteer

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11/11/2020

## **EDUCATION**

### **HUMAN SERVICES A.S. & AMERICAN SIGN LANGUAGE CERTIFICATION, NASHUA COMMUNITY COLLEGE, SEPTEMBER 2016-CURRENT**

- Recipient of Agnes M. Lindsay Scholarship 2017
- Vice President's List, Fall 2017
- GPA of 3.41

#### **RELEVANT COURSEWORK**

- American Sign Language I course, Manchester Community College
- Introduction to Human Services course, Nashua Community College
- Introduction to Psychology course, Nashua Community College
- Computer Technology and Applications course, Nashua Community College
- Learning and Behavior course, Nashua Community College, Spring 2018\*
- Supportive Communication Skills course, Nashua Community College, Spring 2018\*
- Fieldwork I course, Nashua Community College, Spring 2018\*
- American Sign Language II course, Nashua Community College, Spring 2018\*

## **WORK EXPERIENCE**

### **INTERNSHIP, FEBRUARY 2018-APRIL 2018**

#### **THE UPPER ROOM, NH**

- Co-supervised Rejuven8 program, helping suspended teens stay relevant in coursework.
- Coordinated group workshops.
- Made relevant recommendations and provided linkage to parents of students for Special Educational testing.
- Completed\* 120 hour requirement for course.

## **RELEVANT PERSONAL EXPERIENCE**

### **TIPS (TEEN INFORMATION FOR PARENTING SUCCESS), THE UPPER ROOM, JANUARY 2016-PRESENT**

- Gaining knowledge for health and parental knowledge, as well as community support.

### **E3 (EDUCATION, ENGAGEMENT, EMPOWERMENT), DEPARTMENT OF EDUCATION, NOVEMBER 2012-JUNE 2018**

- Coordination of current available programs in order to further education.

### **VOCATIONAL REHABILITATION, DEPARTMENT OF EDUCATION, APRIL 2017-PRESENT**

- Working with staff to manage educational timeline.
- Acquired skills for organizing documentation for initiating educational plan.

## **ACTIVITIES**

### **PARENT VOLUNTEER, SOUTHERN NEW HAMPSHIRE MONTESSORI ACADEMY, 2017-PRESENT**

- Contributing through required school-community parent involvement, building a stronger and better educational experience for my own child.

## **SKILLS**

- Demonstrated resourcefulness in finding supportive programs, striving for skillset expanse.
- Continuing positive communicative relations with program workers and organizers.
- Experience with MacOS and Windows OS, in addition to Microsoft Office Suite programs.
- Certified AED/First Aid/CPR Adult and Pediatric

# Kelsey Myers

## EDUCATION

**Southern New Hampshire University** Manchester, NH  
*Bachelor of Science, Justice Studies | Minor in Business*  
December 2016  
GPA 3.8, President's List | Justice Studies Association | Nu Iota Honor Society

**New Hampshire Technical Institute** Concord, NH  
*Associate in Science, Criminal Justice*  
May 2015  
GPA 3.93, Dean's List | Criminal Justice Club | Phi Theta Kappa Honor Society

## RELATED EXPERIENCE

**Youth Specialist, NH-JAG, Manchester, NH** April 2017-Present

- Provide support to students 16-24 through one-on-one guidance and counseling, mentoring and assistance with life skills; assist with test preparation, identifying training programs and jobs, and enrolling in college
- Organize materials and enter student information into the database to ensure accuracy and create a structured environment; serve as a liaison to schedule appointments with organizations and students
- Offer continued follow-up services to students to ensure long-term success and program completion

**Volunteer, The Upper Room, Derry, NH** May 2015-Present

- Serve as an integral member of a team supporting participants in The Greater Derry Juvenile Diversion Program dedicated to empowering youth to make responsible decisions while offering an alternative to court intervention
- Communicate with youth to develop an appropriate contract and determine participation in activities such as restitution, community service, and referrals to alternative programs
- Ensure participants complete assigned activities and organize documentation to close case files

**Intern, Sununu Youth Services Center (SYSC), Manchester, NH** May 2016-August 2016

- Interacted with and observed youth ages 13-17, worked closely with youth counselors, unit managers, treatment coordinators, a Bureau Chief, JPPO's, and parents to gain an in-depth understanding of the Center's operations
- Attended treatment plan meetings, transcribed notes, and typed updated reports; updated notes in SYSC system database; observed intake information, an exit, and completed exit guidelines; learned wandering process and weekly grading procedure
- Gathered material for support groups and attended parent's support group; attended parole board hearings and court proceedings

**Intern, Webster House, Manchester, NH** June 2014-July 2014

- Interacted one-on-one with youth ages 11-17 to gather information and complete intake interviews, exit paperwork, and social/psycho evaluations; processed paperwork in order to organize records and confirm accurate documentation
- Supervised and monitored activities to provide structure to residents within a safe and caring environment

## CERTIFICATIONS/SKILLS

**Certified Victim Witness Advocate:** Completed training to support crime victims and witnesses to ensure that both parties are treated with compassion, dignity, and fairness

**Technology/Languages:** QuickBooks, Eteams, Microsoft Word, PowerPoint and Excel; moderate Spanish

## ADDITIONAL EXPERIENCE

**Office Assistant/Assembler, Hamilton Precision, LLC, Laconia, NH** November 2016-April 2017

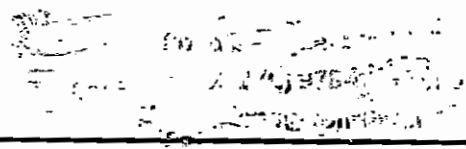
- Utilized QuickBooks to generate packing slips, invoices, purchase orders, do pay role, review pricing, and pay bills
- Communicated via phone and email to receive and place orders; read blue prints to assemble, package, and label parts for delivery

**Transfer Student Worker/Assistant, SNHU Office of Transfer Admissions, Manchester, NH** September 2015-December 2016

- Answered multi-line phone system and responded to emails professionally to provide exceptional service to students and visitors
- Interacted with incoming transfer students to share information and help them feel welcome to the campus community

**Lead Sales Clerk, Shooters Outpost, Hooksett, NH** December 2012-November 2016

- Provided assistance and shared product knowledge to up to 250 customers during high volume shifts; completed and verified federal forms to ensure proper documentation according to state and federal laws, then called to report information
- Oversaw and managed more than \$4,000 in cash per shift; ordered, organized and stocked inventory to ensure sales were met
- Helped to create a training manual, train incoming cashiers; developed a manageable schedule for cashiers
- Collaborated with coworkers to apply problem-solving skills in order to resolve technical and customer conflict



**PROFESSIONAL OBJECTIVE**

To acquire a position with The Upper Room

**EDUCATION**

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

*May 2012*

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

*January 2012*

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

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

**LICENSURES**

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

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

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

**HIGHLIGHTED ACCOMPLISHMENTS**

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

**SCHOOL COUNSELING EXPERIENCE**

**Timberlane Regional School District, NH**

**September 2011-May 2012**

**Intern, Sandown North Elementary School, Sandown, NH**

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

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

**Special Project:**

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

**SCHOOL COUNSELING EXPERIENCE****Intern, Timberlane Regional Middle School, Plaistow, NH**

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

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

**Intern, Timberlane Regional High School, Plaistow, NH**

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

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

**OTHER STUDENT EXPERIENCE****Youth Committee Member, Temple Emanu-El, Haverhill, MA****September 2013-Present**

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

**Teacher, Temple Emanu-El, Haverhill, MA****September 2007-Present**

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

**Tutor, Up Academy Lawrence Middle School, Lawrence, MA****December 2012-June 2013**

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

**Family Mediator, Family Mediation and Juvenile Services, Atkinson, NH****2009-2010**

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

**PROFESSIONAL MEMBERSHIPS**

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

# Susan L. Buck

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## Professional Summary

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Accomplished, innovative professional Educator and School Counselor with a genuine interest in students' cognitive and social growth. Actively involved in all areas of education including, professional communities, student career preparation, and exploring technology. A self-driven leader with excellent communication and interpersonal skills who enjoys effectively collaborating with all levels of staff members and fosters quality relationships with students and parents.

## Core Strengths

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- Promote student success, provide preventative services and respond to identified student needs.
- Consult and collaborate effectively with parents/guardians, teachers and administrators regarding students with identified concerns and needs.
- Design classroom lessons for grades 1 through 8 that address academic, career, and personal/social development for all students.
  - Introduction to the school counselor lessons for elementary grades. Different lesson based on developmental age.
  - Introduce Holland codes and how they provide career ideas for CU4 Reality Program, a financial awareness experience for grade 8 students.
- Establish and maintain cooperative relationships with parents to assist with the educational, personal, social adjustments of their children.
- Prepare and formulate master schedule and class schedules for all middle level students.
- Coordinate administration of standardized and state tests.

## Experience

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### Director of School Counseling, Chester Academy Chester, NH 2005-Present

- Oversee the School Counselor Department for grades K through 8.
- Active member of Administrative Team.
- Designed and manage the transition program to prepare all eighth grade students for enrollment at Pinkerton Academy.
- Chair Professional Development Committee to manage and update master plan, as well as create staff development opportunities during school year.
- Prepare budget for school counseling department
- Manage all aspects of the McKinney-Vento Act. As homeless liaison: advise staff about school enrollment policies, assist incoming students/families access information.
- Mentored music teacher during first year to ensure understanding of staff policies and procedures
- Mentored Hampstead school counselor for "Pinkerton sending school activities" to assist with orientation.

### Adjunct Staff, The Upper Room Derry, NH 2017-Present

- Co-facilitate The Challenge Course; a psycho-educational course providing adolescents with information about substance mis-use.
- Collaborating the launch of the Young Adult Strategies (YAS) program; to promote health and well-being of young people, 18-25 years.

### School Counselor, Hampstead Central School Hampstead, NH 1996-2005

- Instruct students in weekly classroom affective education using various curricula
- Manage Section 504 referrals, meetings and placement plans.
- Counsel students in individual and small group settings.

### Xerox Imaging Systems, Peabody, MA 1991-1995

- Supervise Inside Sales Team for text recognition software products.



**Education and Training**

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**SASSI Training** (Substance Abuse Subtle Screening Inventory)

**SBIRT** (Screening, Brief Intervention & Referral to Treatment)

**Rivier University**, Certificate in Administration – Principal

**Rivier University**, M.Ed. in Counselor Education (G.P.A. 3.72 )

**University of Massachusetts – Amherst**, B.A. in Communication Studies

**University of New Hampshire**, Certificate Program – Coaching Children and Teens

**Certifications**

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**New Hampshire Principal Certification**

**School Counselor Certification K-12**

**HQT Certified**

**School & Community Relations**

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**Professional Development Committee:** facilitate professional experiences for faculty to support excellence throughout the school.

**Technology Committee:** developed policies related to use of technology in school, remodeled the master technology plan, explored 21<sup>st</sup> century use of technology in the school.

**Restructuring Planning Committee:** organized to address “school in need of improvement (SINI) designation due to provisions from NCLB.

**Senior Citizen Breakfast:** Annual school event, coinciding with Valentine’s Day, to invite Chester senior citizens to a continental breakfast served by student council members and entertainment offered by band and chorus students.

**PBIS Universal & Targeted Teams:** After adoption of Positive Behavioral Intervention and Supports these teams implemented the general program and identified tier two students.

**SEAS (*Summer Enrichment Academy*):** offered a variety of creative activities, to students, following the ESY sessions.

**CHAMP (*Chester Academy Mentor Program*):** A program designed via a collaboration with Chester College of New England to pair Chester Academy students with Chester College students to promote mentoring relationships.

**NICOLE SMITH MARTIN**

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**EDUCATION:**

**HIGH 5 ADVENTURE LEARNING CENTER – BRATTLEBORO, VT**  
APRIL AND MAY 2011  
Adventure Basics  
An Experiential Education Approach to Bullying and Conflict Resolution  
AUGUST 2013  
Beyond the Basics (Level 2)

**UNIVERSITY OF MASSACHUSETTS – AMHERST, MA**  
SPRING 1999  
International Conservation - Graduate Level

**NORTH CAROLINA STATE UNIVERSITY – RALEIGH, NC**  
SUMMER 1995 THROUGH SUMMER 1997  
Wildlife Conservation Biology - Undergraduate and Graduate Level

**CLARK UNIVERSITY – WORCESTER, MA**  
GRADUATED 1990  
Bachelor of Arts

**WORK  
EXPERIENCE:**

**FACILITATOR FOR TAKE CONTROL**  
UPPER ROOM – DERRY, NH  
MAY 2016 – PRESENT

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

**EXPERIENTIAL EDUCATION FACILITATOR**  
PINNACLE – KENSINGTON, NH  
MAY 2015 – PRESENT

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

**EXPERIENTIAL EDUCATION FACILITATOR**  
THE BROWNE CENTER – DURHAM, NH  
MARCH 2012 – PRESENT

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

**EXPERIENTIAL EDUCATION FACILITATOR**  
YMCA - CAMP TAKODAH – RICHMOND, NH  
AUGUST 2012 – PRESENT

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

**INTERN**  
THE BROWNE CENTER – DURHAM, NH  
JULY 2011 – DECEMBER 2011

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

**VETERINARY TECHNICIAN**  
DR. LICHTENBERG ANIMAL HOSPITAL – PELHAM, MA  
SEPTEMBER 1999 – AUGUST 2001

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

**NICOLE SMITH MARTIN**

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**GRAPHIC DESIGNER**

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

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

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

**VOLUNTEER  
EXPERIENCE:**

**HEAD COACH GIRLS U9 AND U11 LACROSSE**

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

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

**COACH BEGINNING GIRLS LACROSSE**

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

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

**ASSISTANT FACILITATOR**

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

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

**VICE PRESIDENT**

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

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

**PRESIDENT**

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

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

**FULL-TIME VOLUNTEER**

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

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

**SKILLS:**

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

**INTERESTS:**

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

# SHARON T. BRAY

## WORK EXPERIENCE:

### THE UPPER ROOM

**September 2013 – Present**

**Group Facilitator** – Duties include group facilitation, support and information and referral for parents of adolescents, some of whom participate in the diversion programs. Supervision and mentoring of an intern.

### THE MOORE CENTER

**August 2011 – Present**

**Program Manager** – Duties include oversight and management of service delivery for individuals with intellectual disabilities or acquired brain disorders in partnership with Case Management staff, crisis management, client rights issues, fiscal management, ensuring program compliance with state regulations and developing partnerships with community resources.

### YOUTH ALTERNATIVES INGRAHAM

**December 2008 – May 2011**

**Reunification Support Worker** – Duties included providing in home support, education and case management to families as well as monitoring child safety and well being to facilitate reunification of children to a permanent home environment. Other tasks included working with the family and their team to develop and implement a Family Plan, working cooperatively with community resources and supporting parents in the development of self-advocacy skills.

### HOME COUNSELOR'S, INC.

**December 2006 – May 2008**

**Reunification Support Worker** – Initial duties included administrative work in preparation for the Family Reunification Program to be launched in the state of Maine. Once the program was launched duties were as noted above.

### RICHARDSON HOLLOW MENTAL HEALTH SERVICES

**March 2006 – November 2006**

**Behavioral Health Professional (BHP)** – Duties included providing intensive home-based support, education and case management to families who had children living with them with significant mental health and/or behavioral challenges. Other tasks included the development and implementation of the Family Treatment Plan, information and referral, and supporting family members in the development of effective self-advocacy skills.<sup>07</sup>

### COMMUNITY PARTNERS, INC.

**September 2004 – August 2007**

**Program Support Coordinator** – Duties included providing support, skills training and advocacy in partnership with individuals with intellectual disabilities living in a group home setting, development and implementation of the Person Centered Plan (PCP), medical management and support, staff oversight and administrative duties related to general household management.

**Direct Support Professional (DSP)** – Duties included providing support, skills training, advocacy and physical care in partnership with individuals with intellectual and physical disabilities in a group home setting.

### ELDER ABUSE HOTLINE (statewide/Massachusetts)

**March 2002 – August 2002**

**Intake Worker** – Duties included screening and assessing reports of abuse and neglect, determining the level of intervention and action needed in the moment to ensure the safety of the individual(s) as well as detailed documentation of the event(s). Other duties included information and referral and effective communication with other team members to ensure detailed follow up on the reports received.

### ELDER SERVICES OF MERRIMACK VALLEY

**1998 - 2003**

**Home Care Provider** - Worked in partnership with an elderly woman with intellectual disabilities supporting her to learn new skills to further self-reliance, community access and employment opportunities to create a fulfilling and rewarding quality of life based on her preferences and dreams.

### FIDELITY HOUSE HUMAN SERVICES

**October 1984 – August 2002**

**Family Resource Coordinator Supervisor** – Duties included working in partnership with individuals with intellectual disabilities and their family in the areas of program development, budget management, contract utilization oversight, staff hiring, supervision and training, program evaluation, crisis intervention, consumer

advocacy and support, information and referral, case management, ensuring compliance with state guidelines and networking with community resources.

**Family Resource Coordinator** – Duties included working in partnership with individuals with intellectual disabilities and their family to increase self-advocacy skills, crisis intervention and determine eligibility for supports and services. Acted as an advisor to the Child and Family Services Council which was comprised of volunteer family members who took an active and integral role in the delivery of program resources. This Council was formed as result of a new pilot program initiative within the state that grew from a small portion of program resources being managed by the Council to the majority of program resources being managed by the Council.

**Direct Care** – Duties included working in partnership with individuals with intellectual disabilities to develop and implement their Individual Service Plan through skills training and support in the consumer’s home and/or community based settings. Development and implementation of a skills based group in response to identified needs and at the direction of the individuals in the program.

**VOLUNTEER EXPERIENCE:**

**SEXUAL ASSAULT RESPONSE SERVICES OF SOUTHERN MAINE (SARSSM)**

**Hotline Advocate** – Duties included taking hotline calls from persons in the community and providing support, information and referral as requested by the caller. Additionally, the hotline advocate would support individuals at the hospital if requested.

**LAWRENCE REHABILITATION SERVICES**

Volunteered on a Human Rights Committee that met monthly to review incident reports and behavior management plans generated from a sheltered workshop for individuals with intellectual disabilities and to make recommendations as indicated.

**FIRST CHURCH, CONGREGATIONAL**

**Sunday School Superintendent** – Duties included overseeing a Sunday School comprised of approximately 150 students and twenty-five (25) volunteer teachers, provided training and support to teachers, administrative duties and reported to the Christian Education Committee.

**EDUCATION and LICENSURE:**

**LICENSED SOCIALWORKER** 2009  
Maine LSW # 13023 (not current)

**SPRINGFIELD COLLEGE** 1999  
Bachelor of Science Degree - Human Services

**NORTHERN ESSEX COMMUNITY COLLEGE** 1975  
Associates Degree – Early Childhood Education

**REFERENCES FURNISHED UPON REQUEST**

## KATHRYN BRIGGS

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### SUMMARY

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

### PROFESSIONAL EXPERIENCE

**Editor, Somerville, MA** 1999–present

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

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

**Massachusetts Institute of Technology Annual Fund, Cambridge, MA**

Assistant Director, Marketing and Participation

2011–2014

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

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

**Brandeis University, Waltham, MA**

Department Coordinator

2010–2011

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

**Pearson Education, Curriculum Group, Boston, MA**

Short-term Project Marketing Specialist

2008–2010

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

Editor, World Languages

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

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



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

Production Coordinator

2004–2008

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

- Implemented schedules and tracked 100+ separate Math ancillary components from manuscript to published book.
- Managed the production of 45 Spanish workbooks under tight time constraints.
- Planned and coordinated seven employee engagement activities through Editorial Advisory Board position.

## **PRESENTATIONS**

**INTIX Presenter:** designed and presented seminar: “Engage with Email” at professional development conference, January 2006

## **EDUCATION**

**BA, Spanish Language and Literature and Art History, New York University, College of Arts and Science**  
New York University in Madrid, 1 semester

## **TRAVEL**

Extensive travel includes Kazakhstan, Turkmenistan, Mexico City, Lima, Moscow, St. Petersburg, Rio, Seoul, Kyoto, Eastern Europe.

## **COMMUNITY WORK**

**Docent, Boston By Foot, 2013-present:** give 90 minute tours of Back Bay.

**Tour Guide, Boston Ballet, 2005-2013:** gave backstage tours of the Opera House and Boston Ballet studios.

## **COURSES**

**Social Media Certificate, Middlesex Community College, November 2015:** 8-week course covering business uses of LinkedIn, Pinterest, Facebook, and Twitter.



# Elizabeth Ryan

## Experience

MAY 2017 - PRESENT

### **The Upper Room, A Family Resource Center** – *Finance Administrator*

- Developed and managed \$800,000 operating budget.
- Advised Executive Director on program revenue and expectations.
- Recorded and reconciled all accounts receivables/payables, payroll, bookkeeping and multiple bank accounts in QuickBooks.
- Generated invoices for grantors.
- Processed payroll and deposits.
- Performed HR functions, including working toward solutions for staff concerns and managing personnel files.
- Authored the agency's finance manual.

MAY 2016 - MARCH 2017

### **McDonough, O'Shaughnessy, Whaland and Meagher, P.L.L.C.** – *Bookkeeper*

- Maintained accounts receivable, accounts payable, and ran financial reports.
- Reconciled bank and credit card accounts.
- Entered attorney time with speed and accuracy and generated client invoices.
- Uploaded client invoices to various online platforms for payment.
- Processed payroll, bank deposits, and attorney payouts.
- Assisted Managing Member by performing paralegal tasks, such as reviewing documents for accuracy.
- Instrumental in the hiring of new employees and equipment purchases.
- Increased overall office efficiency by introducing new systems of file maintenance for cases.

JANUARY 2016 - JANUARY 2018

### **Chickering & Company, P.L.L.C., Certified Public Accountants** – *Office Administrator*

- Assisted accountant in all office functions.
- Prepared client tax return packages.

## Skills

- Thorough knowledge of bookkeeping principles.
- Detail oriented nature integral to critically analyzing invoices and documents for discrepancies.
- Positive attitude and excellent interpersonal skills which allow me to be an involved and effective team player.
- Proficiency with computers and Microsoft Office Products (Word, Excel, Outlook), QuickBooks, and P.C. Law.

## Training

Mastering QuickBooks Level 1 Class - July 2017

Advanced Microsoft Excel Techniques - February 2018

## References

**Bob Meagher, Managing Member of McDonough, O'Shaughnessy, Whaland and Meagher, P.L.L.C**  
| (603) 668-8300 | [rmeagher@lawfirmnh.com](mailto:rmeagher@lawfirmnh.com) --

**Jefferson Chickering, Firm Principal of Chickering & Company, Certified Public Accountants, P.L.L.C** | 603-621-9156 | [jefferson@chickeringcpa.com](mailto:jefferson@chickeringcpa.com)

## Brenda Guggisberg

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[bguggisberg@urteachers.org](mailto:bguggisberg@urteachers.org)

603-244-9368

Experience: August 2016 – Current

### Executive Director

- Oversight of operations and HR functions
- Oversight of PR and agency relations
- Develop and manage budgets
- Oversee grants and development
- Development of staff and programs
- Oversight of building site, safety and improvement plans
- Advocate and support children and families, including development of relationships with those entities that adapt policy that impacts the lives of children and families
- Development of Board, and Strategic Plans
- Develop and maintain strong relationships with funding sources.
- Develop relationships with community partners
- Collaborate to provide services that are unique and meet the community needs

Interim Executive Director November 2015-August 2016

September 2006 –November 2015

### HiSet Administrative Program Coordinator/Guidance Counselor

- Coordinate supports and services for students
- Develop program policies and practices to meet the needs of Pinkerton Academy Options program , and The Upper Room
- Facilitate and coordinate intake and assessments for incoming students seeking HiSet/High School Equivalency services, to address educational needs and to manage personal barriers to a students success so that they may more fully participate
- Foster services with Employment Security and other employment agencies
- Coordinate Life Skills /Career Pathways component of the program to provide basic competencies for young adults, to include career exploration and college investigation
- Develop relationships with Community College Admissions, for ease of support to students
- Collaborate with other area services when students have additional needs outside the program
- Develop program to meet the needs of the students
- Provide supervision to classroom instructor and tutors, including staff development and training needed to support staff in the program
- Market and promote the program
- Analyze and assess curriculum to develop strong test preparation programming

- Offer pretesting and screening services to all interested students
- Provide referrals and consults for students requiring additional supports to obtain their HiSet/High School Equivalency
- Facilitate the HiSet/High school Equivalency Team meetings
- Provide documentation and program reports to secure funding
- Collaborate with other HiSet programs to develop positive systems for students coming in to program, and appropriate referrals to area schools or agencies

December 2011-June 2016

**Administrative Coordinator/Parent Educator**

- Facilitate Parenting classes and groups
- Offer parenting resources and referrals based on parent need

**Administrative Operations Coordinator 2011- 6/2016**

Food Pantry

Building Operations/Maintenance/Contracts

Loss Management/Safety

December 2002 – July 2009 The Upper Room, Family Resource Center

**Program Coordinator TIPS (Teen Parenting Program)**

- Facilitate school and community based educational program for pregnant or parenting teens and young adults
- Offer individual support to people seeking resources and referrals
- Coordinate, and organize a monthly “Learn and Shop” event for teens participating in the program
- Facilitate/coordinate prevention workshops for teens and/or their parents
- Assist individuals in seeking the resources they need to be most effective as parents and students
- Implement and facilitate a teen pregnancy and parenting curriculum to teens participating in the program
- Oversee a children’s enrichment segment of the program, so that children of the teen parents are offered enriching activities, reading, and opportunities for group play
- Supervise childcare staff and volunteers.
- Complete grant reports and documentation requirements to secure funding
- Facilitate collaboration group to support teen parents in the Southern NH region
- Provide the educational information for Pinkerton Academy to provide an approved course for study at Pinkerton

**Education:** 1995 M. Ed. Guidance and Counseling, Russell Sage College, Troy, NY  
 1987 B.S. Psychology, Minor: Early Childhood Education,  
 Elmira College, Elmira NY

**The Upper Room, a Family Resource Center**

Key Personnel- Rejuvenate 4-2018

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cheryl Fruin	Program Coordinator	31,680	78%	25,000
Cheryl Fruin	Summer Coordinator Hrs.	1,920		
Diane Casale	Program Intake/Administrator	62,400	.085%	5347.05
Sue Schick	Counselor	7,128	100%	7128
Jenny Chesney	Program/Teaching Asst.	11,880	100%	11,880
Kelsey Myers	Community Service Facilitator	11,700	64%	7500
Shelia Allen	Challenge Facilitator Lead	3,900	50%	1950
Susan Buck	Challenge Facilitator	3,000	50%	1500
Nicole Martin Smith	Take Control Facilitator Lead	1,800	50%	900
Susan Buck	Take Control Facilitator	1,500	50%	750
Susan Schick	Counselor-Anger Mgt. Assessments/Vaping	2,500	100%	2500
Jenny Chesney	Substitute	480	100%	480
Katelyn Hepworth	Parent Educator	4992	100%	4992
Sharon Bray	UR Parents Support Group	2,496	50%	1248
Cheryl Fruin	YES facilitator	750		
Kate Briggs	Marketing Director	22,880	15.5%	3558
Andrea Younie	Admin/Data	6,656	100%	6656
Elizabeth Ryan	Finance Administrator	19,760	10.5%	2080
Brenda Guggisberg	Executive Director	70,720	.05%	3640
<b>TOTAL</b>		<b>105,174.00</b>		<b>87,109.05</b>



Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

B mac

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION FOR BEHAVIORAL HEALTH**  
**BUREAU OF DRUG AND ALCOHOL SERVICES**

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6738 1-800-804-0909  
Fax: 603-271-6105 TDD Access: 1-800-735-2964

May 10, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services to enter into agreements with the vendors listed in the table below for the provision of evidenced informed substance misuse prevention direct services to youth and their parents/caregivers in an amount not to exceed \$635,706 effective upon Governor and Executive Council approval through June 30, 2018. 100% Other Funds.

Vendor	Vendor Number	Area Served	SFY17 Amount	SFY18 Amount	Total Contract Amount
New Hampshire Teen Institute	166624	Statewide	\$107,744	\$220,058	\$327,802
The Upper Room	246053	Rockingham County and surrounding communities	\$36,811	\$90,044	\$126,855
The Youth Council	154886	Nashua North and Nashua South High Schools	\$50,103	\$130,946	\$181,049
<b>Total:</b>			<b>\$194,658</b>	<b>\$441,048</b>	<b>\$635,706</b>

Funds are available for State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds in the future operating budgets with the ability to adjust encumbrance between State Fiscal Years without further approval from the Governor and Executive Council through the Budget Office if needed and justified.

**05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

SFY	Class/Account	Class Title	Job Number	Amount
2017	102/500731	Contracts for Program Services	49158504	\$194,658
			<b>Sub-total SFY17</b>	<b>\$194,658</b>

**05-95-92-920510-3382 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

SFY	Class/Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92058504	\$441,048
			<b>Sub-total SFY18</b>	<b>\$441,048</b>
			<b>Total Contract</b>	<b>\$635,706</b>

**EXPLANATION**

The purpose of this request is enter into three (3) agreements with vendors who will provide substance misuse prevention direct services to youth and related programming for their parents/caregivers. Targets for this program include youth between the ages of ten (10) and twenty (20) who are at risk for engaging in the misuse of alcohol and illicit use of drugs. Risk factors include youth experiencing poor academic performance or behavioral problems at school or that have dropped out of school, that are involved with the juvenile justice system, as well children whose parents/caregivers are engaged in the active misuse of alcohol and or illicit drugs.

The opioid epidemic in New Hampshire led to the passage of Senate Bill 533 (2016) making additional resources available to the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery. The Commission identified a portion of the funding allocated under SB 533 for prevention direct services that target youth, such as those proposed in this request.

The goal of these contracted prevention programs is to delay of the onset and use of alcohol and drugs and to increase parental knowledge about the negative effects of substance misuse has on their child, improving parental knowledge and communication skills and to increase parental monitoring of their children's behavior and activities. These programs promote positive youth development with the goal of preventing and reducing the misuse of alcohol, marijuana, prescription drugs and opioids.

Each vendor has chosen an approved evidenced informed program(s) that includes education and counseling, as well as information on healthy activities that can be developed as alternatives to engaging in the misuse of alcohol and drugs and other risky behaviors. Programming includes individual or group education and awareness about the serious and sometimes deadly consequence of substance misuse and to help students acquire the skills necessary to resist negative peer pressure for using alcohol or other drugs, their engagement in the development and promotion of alternative social activities and to assist participating youth in developing other mechanisms for coping with stressful circumstances in their life at home or at school. These programs also involve parents and promote improved communication within the family about this topic.

All vendors providing direct prevention services through these contracts are required to establish ongoing working collaborative relationships with community based organizations including, health and social service agencies and schools, as well as the Regional Public Health Network in their area. The contractors are also required to conduct outreach to youth and their parents/caregivers to make them aware of these services and how to access them.

The Department's goal is that through these contracts and other complementary strategies, the State of New Hampshire will experience a reduction in drug misuse prevalence rates among youth and the related consequences.


Should the Governor and Executive Council not approve this request, approximately 4,000 youth who are at high risk for developing a substance misuse disorder will be not have access to comprehensive substance misuse prevention services.

Area Served: Statewide

Source of Funds: 100% Other Funds

In the event that Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director



Approved by:

Jeffrey A. Meyers  
Commissioner





**New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet**

**Substance Misuse Prevention Direct  
Services**

**RFP-2017-BDAS-01-Subst**

**RFP Name**

**RFP Number**

**Reviewer Names**

**Bidder Name**

1. NH Teen Institute
2. The Upper Room
3. The Youth Council
4. 0
5. 0

Maximum Points	Actual Points
400	347
400	330
400	336
400	0
400	0

1. Anne Mercuri, Child & Maternal Health, Tech Team
2. Abby Shockley, Behavioral Health Policy Analyst, Tech
3. Neil Twitchell, Public Health Administrator, Tech Team
4. Valerie Morgan, Prevention Unit Administrator, Tech Team
5. Jim Dall, Sr. Finance Director, Div of Behavioral Health, Cost
6. Steve Klender, Financial Administrator, OCOM, Cost
7.



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
 27 Hazen Dr., Concord, NH 03301  
 Fax: 603-271-1516 TDD Access: 1-800-735-2964  
 www.nh.gov/doit

**Denis Goulet**  
 Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner  
 Department of Health and Human Services  
 State of New Hampshire  
 129 Pleasant Street  
 Concord, NH 03301

Dear Commissioner Meyers:

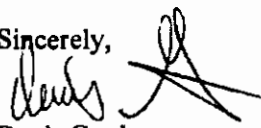
This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into contracts with the vendors listed in the table below and referenced as DoIT No. 2017-093.

Vendor	Vendor Number	Location
New Hampshire Teen Institute	TBD	Nashua, NH
The Upper Room	246053	Derry, NH
The Youth Council	154886	Nashua, NH

The Department of Health and Human Services, Bureau of Drug and Alcohol Services requests to execute three (3) contracts with the above selected vendors to provide evidenced informed substance misuse prevention services. The Department's goal is that through these contracts and other complementary strategies, the State of New Hampshire will experience a reduction in drug misuse prevalence rates among youth and related consequences.

The total funding amount of the contract is not to exceed \$635,706, and is effective upon the date of Governor and Executive Council approval through June 30, 2018.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,  
  
 Denis Goulet

DG/kaf  
 DoIT #2017-093  
 cc: Bruce Smith, IT Manager, DoIT

Subject: Substance Misuse Prevention Direct Services, RFP-2017-BDAS-01-Subst-2 (The Upper Room)

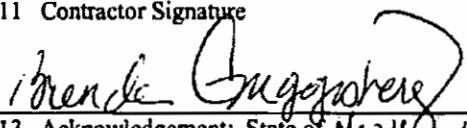
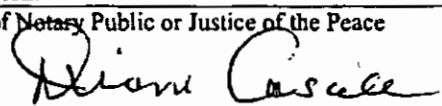
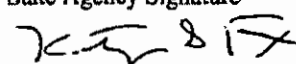
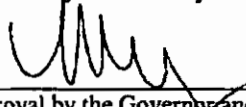
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857	
1.3 Contractor Name The Upper Room, A Family Resource Center		1.4 Contractor Address 36 Tsienneto Road Derry, NH 03038	
1.5 Contractor Phone Number 603-437-8477	1.6 Account Number	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$126,855
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Brenda Guggisberg - Executive Dir.	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>April 21, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		DIANE E. CASALE, Notary Public My Commission Expires March 12, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace DIANE CASALE Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Megan A. Ysola - Attorney On: <u>5/26/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Subject: Substance Misuse Prevention Direct Services, RFP-2017-BDAS-01-Subst-2 (The Upper Room)

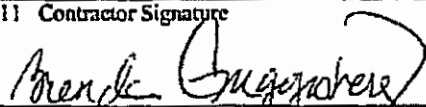
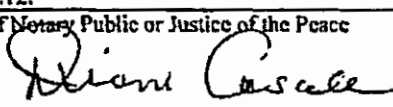
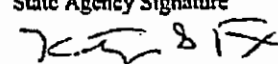
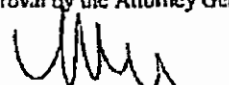
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**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

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<b>1.3 Contractor Name</b> The Upper Room, A Family Resource Center		<b>1.4 Contractor Address</b> 36 Tsienneto Road Derry, NH 03038	
<b>1.5 Contractor Phone Number</b> 603-437-8477	<b>1.6 Account Number</b> <i>307</i> 05-95-49-491510-2989 05-95-92-920510-3382	<b>1.7 Completion Date</b> June 30, 2018	<b>1.8 Price Limitation</b> \$126,855
<b>1.9 Contracting Officer for State Agency</b> Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		<b>1.10 State Agency Telephone Number</b> 603-271-9246	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Brenda Auggisterg - Executive Dir.	
<b>1.13 Acknowledgement:</b> State of <del>New Hampshire</del> County of <del>Hillsborough</del> <p>On <u>April 21, 2017</u>, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.</p>			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]		DIANE E. CASALE, Notary Public My Commission Expires March 12, 2019	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> DIANE CASALE Notary Public			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> KATJA S. FOX, Director	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  Magn. A. Gallo - Attorney On: 5/26/17			
<b>1.18 Approval by the Governor and Executive Council (if applicable)</b> By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials BG  
Date 4/21/17

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

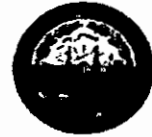
**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to youth, ages ten (10) to twenty (20), who are in the Institute of Medicine (IOM) Prevention Classification categories of selective or indicated and provide parent education for parents/caregivers of the targeted population, statewide.
- 1.4. The Contractor shall work collaboratively with the Regional Public Health Networks (RPHN) and community partners and shall utilize its knowledge on community service agencies that are available to youth and parents/caregivers, including but not limited to, Juvenile Diversion Network programs, alcohol and other drug services, mental health services, and housing services.
- 1.5. The Contractor shall provide individual screening of youth referred to the program(s) using an evidenced-based screening tool that is approved by the Department.
- 1.6. The Contractor shall ensure appropriate referrals to community providers as indicated by the individual screening. The contractor shall develop and maintain protocols for referrals to appropriate providers and have such protocols available to the Department upon inspection
- 1.7. The Contractor shall not use funding received under this contract for the purposes of capacity building nor shall funding be used to supplant other programs or services.
- 1.8. The Contractor shall have current knowledge of how to maintain funding separate streams of funding for this and other projects.

#### 2. Scope of Work

- 2.1. The Contractor shall provide evidenced informed substance misuse prevention direct services that are designed for targeted populations with the goals of reducing risk factors while enhancing protective factors to positively impact healthy decisions around the use of substances and increase knowledge of the consequences of substance misuse and abuse.





## Exhibit A

### 2.2. Outreach Plan

2.2.1. The Contractor shall develop and implement an outreach plan to increase awareness of The Upper Room Programs and Services with a focus on targeting youth of higher risk of developing a substance use disorder specifically those in the IOM category of selective and indicated. The outreach plan for each program shall include, but not be limited to:

- 2.2.1.1. The production of new outreach materials that includes the incorporation of the focus on youth at high risk;
- 2.2.1.2. The number, frequency and type (i.e. group presentation, one-on-one meetings, emails, telephone, outreach material distribution) of outreach activities planned per quarter; and
- 2.2.1.3. The goals and outcomes desired to achieve through outreach activities per referral source (i.e. introduce program to new referral sources or under-utilized referral sources, increase number of referrals already being sent by a referral source, develop relationship with local government officials).

### 2.3. Recruitment Strategy

2.3.1. The Contractor shall ensure a recruitment strategy that is focused on youth in the IOM category of selective and indicated who are at a higher risk of developing a substance use disorder and parents/caregivers of the targeted population. Targeted populations for recruitment includes but is not limited to youth and/or their parents/caregivers involved with the Division of Children, Youth and Families services, youth and/or their parents/caregivers who are homeless, youth at risk of dropping out of school, youth experiencing academic failure, LGBTQ youth, youth with behavioral health issues, youth offenders, youth and/or parents/caregivers with a mental health or substance use disorder, and youth engaging in risky or destructive behaviors.

### 2.4. Evidence Informed Programming

2.4.1. The Contractor shall ensure all programs and services are evidenced informed and culturally relevant, as approved by the Department, with preference given with this funding to youth and their parents/caregivers in the indicated and selective in the IOM category of selective and indicated who are at a higher risk of developing a substance use disorder.

2.4.2. The Contractor shall select programs and services that address the following outcome measures:

- 2.4.2.1. Increase perception of risk/harm of the use of substances;
- 2.4.2.2. Increase the perception of peer and parental disapproval of the use of substances;
- 2.4.2.3. Increase parental efficacy; and
- 2.4.2.4. Increase parental communication about the use of substances and parental monitoring.



## Exhibit A

### 2.5. Adolescent Wellness Program, Community Services Learning Program and Preventative Counseling

2.5.1. The Contractor shall ensure participants enrolled in the Adolescent Wellness Program, Community Services Learning Program and Preventative Counseling receive a universally applied evidenced based screening tool to screen all youth referred to the program for early identification of substance misuse and/or mental health issues. The Contractor shall, at a minimum :

2.5.1.1. Ensure training to each The Upper Room staff who shall be conducting the screening in the use of the tool;

2.5.1.2. Submit to the Department the name of the evidence-based screening tool to be used by The Upper Room and the training protocols for staff administering the tool; and

2.5.1.3. Ensure referral to the appropriate community provider or service based on the screening for individuals needing external services.

2.6. The Contractor shall maintain necessary coordination with the Regional Public Health Networks and public and private agencies providing services to the target population and must maintain a depth of knowledge on community services agencies that are available to youth and parents/caregivers including but not limited to mental health providers, primary care providers, alcohol and other drug prevention, treatment and recovery services, juvenile diversion network programs, and housing services.

2.7. The Contractor shall ensure equal access to all programs and services funded by this contract and provide reasonable accommodations as necessary for those participants facing health disparities. Accommodations include, but are not limited to:

2.7.1. Interpreter services;

2.7.2. Materials in a varied format;

2.7.3. Child care or access to affordable child care; and

2.7.4. Transportation or assistance with access to affordable and accessible transportation.

### 2.8. Program Participation Requirements

2.8.1. Pursuant to this contract, the Contractor shall serve:

2.8.1.1. A minimum of four-hundred (400) unduplicated youths who are at a higher risk of developing a substance use disorder with preference to indicated and selective youth; and

2.8.1.2. A minimum of one-hundred-fifty (150) unduplicated parents/caregivers participating in parent education programs and services with preference to parents/caregivers of youth in the IOM category of selective or indicated.

### 2.9. Participant Survey

2.9.1. The Contractor shall administer a survey, supplied by the Department, to all individuals participating in the selected service.



## Exhibit A

- 2.9.2. The survey will consist of a pre-post design and the Contractor shall ensure participants who complete the intervention fully complete all components of the survey design.
- 2.9.2.1. The Department will provide the surveys and instructions.
  - 2.9.2.2. The survey administration process will include the process for acquiring consent from program participants in the evaluation and in compliance with the Department's policies and protocols.
  - 2.9.2.3. The Contractor shall survey a minimum of eighty percent (80%) of program participants.

### 3. Staffing

- 3.1. The Contractor shall maintain sufficient staff assigned to this program, either in-house or through subcontracts, necessary to perform and carry out all of the functions, requirements, roles and duties as proposed.
- 3.2. All staff shall have appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold.
- 3.3. Staff providing direct prevention services shall obtain their certificate as a Certified Prevention Specialist (CPS) within one year of assuming the position.
- 3.4. If the staff member is unable to obtain their CPS within the year, a plan with a proposed timeline for completion is required within thirty (30) days after the end of the first year of employment.
- 3.5. The Contractor shall keep up to date records and documentation of all individuals requiring licenses and/or certifications. All such records will be available to the Department for inspection upon request.
- 3.6. The Contractor shall ensure all direct prevention staff receive appropriate training in their selected evidenced-informed services by an individual authorized by the program developer.

### 4. Delegation and Subcontractors

- 4.1. **Identification and Approval**
  - 4.1.1. The Contractor shall identify any and all subcontractors to be utilized in fulfillment of its contractual responsibilities.
  - 4.1.2. DHHS reserves the right to accept or reject the use of any subcontractor.

### 5. Performance Measures/Outcomes

- 5.1. As a result of participating in the programs and services funded by this contract participants shall, at a minimum, demonstrate:
  - 5.1.1. Increase in perception of harm/risk of the use of substances;
  - 5.1.2. Increase in perception of peer or parental/caregiver disapproval on the use of substances;
  - 5.1.3. Increase in parental efficacy; and
  - 5.1.4. Increase in parental communication and monitoring.



## Exhibit A

### 6. Deliverables/Reporting Requirements

#### 6.1. Deliverables

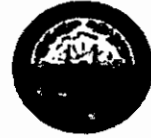
- 6.1.1. The Contractor shall provide the Department with their outreach plan, as outlined in Section 2.2., within sixty (60) days of the approved contract.
- 6.1.2. The Contractor shall provide a copy of the evidenced based screening tool within thirty (30) days after its selection.
- 6.1.3. The Contractor shall provide the Department with the list of the evidenced informed programs and services it is providing the targeted populations and cite the source of how it is defined as evidence informed.
- 6.1.4. The Contractor shall provide the Department with its training and development plan for program staff and volunteers upon request by the Department.
- 6.1.1. The Contractor shall, within six (6) months of contract approval, secure the statewide locations for youth and parenting programs with a memorandum of agreement (MOA).
- 6.1.2. The Contractor shall participate in up to two (2) collaborative learning sessions to discuss preliminary evaluation findings and gain understanding on how to use and disseminate conclusive data findings as identified by the Department.

#### 6.2. Reporting Requirements

- 6.2.1. The Contractor, as well as any subcontractor, shall, in addition to their own reporting and evaluation requirements, comply with the Department's requirements which includes:
  - 6.2.1.1. Adherence to the Department's requirements as defined in Section 6.0;
  - 6.2.1.2. Adherence to the evaluation design and administration as supplied by the Department, including individual participant evaluation and program evaluation;
  - 6.2.1.3. Ensure consent from program participants for evaluation in compliance with the Department's policies and protocols; and
  - 6.2.1.4. Ensure a seventy-five percent (75%) response rate from participants.
  - 6.2.1.5. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide periodic or special reports required by the Department.
  - 6.2.1.6. Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the Department conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

#### 6.3. Site Visits/Inspections

- 6.3.1. The Contractor shall allow a team authorized by the Department to conduct bi-annual site reviews that shall include program staff, the Contractor or designee,



## Exhibit A

- the Bureau of Drug and Alcohol Services, and a representative of the New Hampshire Center for Excellence if appropriate.
- 6.3.2. In order to assure systems are adequate to provide the contracted services, this site visit shall review, at a minimum, the Contractor's:
- 6.3.2.1. Systems of governance,
  - 6.3.2.2. Administration,
  - 6.3.2.3. Data collection and submission,  
Policies for ensuring participant confidentiality, and
  - 6.3.2.4. Financial management.
- 6.3.3. The Contractor shall make corrective actions as advised by the review team if contracted services are found to be not provided in accordance with this contract.
- 6.3.4. The Department may, as needed, inspect and evaluate the Contractor's books/ledgers to ensure that funds are separately maintained.
- 6.3.5. The Contractor shall provide documented proof that all staff conducting screening has been trained in the tool upon request by the Department.
- 6.3.6. The Contractor shall demonstrate, upon request by the Department, that programs funded by this contract maintain minimum written documentation and guidelines that include, but are not limited to:
- 6.3.6.1. Written documentation of The Upper Room program recruitment and referral process;
  - 6.3.6.2. Evaluation participation agreement form;
  - 6.3.6.3. Confidential release of information form as necessary;
  - 6.3.6.4. The Upper Room intake or screening/information form;
  - 6.3.6.5. Documentation of contact with participants, parents or others involved with The Upper Room via New Hampshire Prevention Web Information Technology System (P-WITS) reporting;
  - 6.3.6.6. Written list of community resources available to children and their families; and
  - 6.3.6.7. Documentation that programming is culturally and linguistically appropriate for participants and that equal access is provided to individuals facing behavioral health disparities.
- 6.4. **Data Storage and Reporting**
- 6.4.1. The Contractor shall develop a system to safely store and maintain survey data in compliance with the Department's policies and protocols.
  - 6.4.2. The Contractor shall be required to enter the completed survey data into a database provided by the Department. Survey data will be provided to the Department's evaluation contractor for analysis.



## Exhibit A

- 6.4.3. The Contractor shall input data on a monthly basis to an online database as required by the Department. The Department will provide training on the use of the database system. The data includes, but is not limited to:
- 6.4.3.1. Number of individuals served;
  - 6.4.3.2. Demographics of individuals served;
  - 6.4.3.3. Types of strategies or interventions implemented; and
  - 6.4.3.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions
- 6.4.4. The Contractor shall ensure compliance with all data reporting requirements including, but not limited to;
- 6.4.4.1. The ability to communicate and submit required reports via email.
  - 6.4.4.2. The ability to submit the following reports in formats approved and/or provided by the Department:
    - 6.4.4.2.1. Enter and complete monthly data reporting in the New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the previous month, e.g. July data will be entered fully by August 20<sup>th</sup>;
    - 6.4.4.2.2. Submit monthly expenditure reports for reimbursement of costs associated with contract activities by the 20<sup>th</sup> business day following the end of the previous month.
- 6.4.5. All data related exchanges, standards, policies, systems etc. may, at the sole discretion of the Department, be reviewed by the Department and/or the Department of Information Technology (DoIT) to assess conformance with Department and DoIT information security/privacy standards.
- 6.4.5.1. The Contractor agrees to remedy, to the satisfaction of the Department and/or DoIT, any substantial non-conformance identified.



## Exhibit B

### Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Funding for this contract is 100% Other Funds (Governor's Commission on Alcohol and other Drug Prevention, Treatment, and Recovery).
3. The Contractor shall provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. Payment for Services shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices and any attendant reports by the 15<sup>th</sup> of each month.
  - 4.2. Expenses shall be reported for reimbursement by budget line item in accordance with Exhibit B-1 and Exhibit B-2 with invoice template supplied by the State.
  - 4.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
  - 4.4. Invoices and reports identified in Section 4 shall be submitted to:  
Department of Health and Human Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

BC  
6/2/17

**Exhibit B-1 - Budget Form**  
3/1/17-6/30/17

**New Hampshire Department of Health and Human Services**  
**COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: The Upper Room, A Family Resource

Budget Request for: Substance Misuse Prevention Direct Services

Budget Period: 3/1/17-6/30/17

Line Item	Total Program Cost			Contractor Share / Match			Funded by DSHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 35,711.00	\$ -	\$ 35,711.00	\$ 10,404.00	\$ -	\$ 10,404.00	\$ 25,307.00	\$ -	\$ 25,307.00
2. Employee Benefits	\$ 4,303.00	\$ -	\$ 4,303.00	\$ 1,264.00	\$ -	\$ 1,264.00	\$ 3,049.00	\$ -	\$ 3,049.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 250.00	\$ -	\$ 250.00	\$ 750.00	\$ -	\$ 750.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 600.00	\$ -	\$ 600.00	\$ 240.00	\$ -	\$ 240.00	\$ 360.00	\$ -	\$ 360.00
6. Travel	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
7. Occupancy	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 800.00	\$ -	\$ 800.00	\$ 1,200.00	\$ -	\$ 1,200.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 700.00	\$ -	\$ 700.00	\$ 350.00	\$ -	\$ 350.00	\$ 350.00	\$ -	\$ 350.00
Postage	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Subscriptions	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,100.00	\$ -	\$ 1,100.00	\$ 550.00	\$ -	\$ 550.00	\$ 550.00	\$ -	\$ 550.00
Insurance	\$ 625.00	\$ -	\$ 625.00	\$ 330.00	\$ -	\$ 330.00	\$ 495.00	\$ -	\$ 495.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ -	\$ 2,400.00
10. Marketing/Communications	\$ 700.00	\$ -	\$ 700.00	\$ 350.00	\$ -	\$ 350.00	\$ 350.00	\$ -	\$ 350.00
11. Staff Education and Training	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
In Kind Goods/Services (food, supplies, items, volunteers)	\$ 10,408.00	\$ -	\$ 10,408.00	\$ 10,408.00	\$ -	\$ 10,408.00	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 63,997.00</b>	<b>\$ -</b>	<b>\$ 63,997.00</b>	<b>\$ 27,198.00</b>	<b>\$ -</b>	<b>\$ 27,198.00</b>	<b>\$ 36,811.00</b>	<b>\$ -</b>	<b>\$ 36,811.00</b>

Indirect As A Percent of Direct

0.0%

EX 4/21/17



Exhibit B-2 - Budget Form  
7/1/17 - 6/30/18

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: The Upper Rooms - A Family Resource

Budget Request for: Substance Abuse Prevention Direct Services

Budget Period: 7/1/17 - 6/30/18

Line Item	Total Program Cost			Covershire Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 85,294.00	\$ -	\$ 85,294.00	\$ 26,268.00	\$ -	\$ 26,268.00	\$ 69,026.00	\$ -	\$ 69,026.00
2. Employee Benefits	\$ 11,483.00	\$ -	\$ 11,483.00	\$ 3,165.00	\$ -	\$ 3,165.00	\$ 8,318.00	\$ -	\$ 8,318.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 450.00	\$ -	\$ 450.00	\$ 750.00	\$ -	\$ 750.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 450.00	\$ -	\$ 450.00	\$ 750.00	\$ -	\$ 750.00
6. Travel	\$ 350.00	\$ -	\$ 350.00	\$ -	\$ -	\$ -	\$ 350.00	\$ -	\$ 350.00
7. Occupancy	\$ 5,600.00	\$ -	\$ 5,600.00	\$ 2,400.00	\$ -	\$ 2,400.00	\$ 3,200.00	\$ -	\$ 3,200.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00
Postage	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Subscriptions	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
Audit and Legal	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 1,250.00	\$ -	\$ 1,250.00	\$ 1,250.00	\$ -	\$ 1,250.00
Insurance	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ -	\$ 2,400.00
10. Marketing/Communications	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00
11. Staff Education and Training	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
In Kind Goods & Services (food, supplies, interns, volunteers)	\$ 20,818.00	\$ -	\$ 20,818.00	\$ 20,818.00	\$ -	\$ 20,818.00	\$ -	\$ -	\$ -
TOTAL	\$ 150,993.00	\$ -	\$ 150,993.00	\$ 60,549.00	\$ -	\$ 60,549.00	\$ 90,444.00	\$ -	\$ 90,444.00

Indirect As A Percent of Direct

0.0%

36 4/21/17



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

BJ  
4/21/17



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

AG  
4/21/17



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

BJ  
4/21/17



New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

Date: 4/21/17

Brenda Engelder  
Name: BRENDA ENGELDER  
Title: Executive Director

Contractor Initials BE  
Date 4/21/17



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

4/21/17  
Date

Brenda Guggisberg  
Name: Brenda Guggisberg  
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

4/21/17  
Date

Brenda Guggisberg  
Name: Brenda Guggisberg  
Title: Executive Director

Contractor Initials BG  
Date 4/21/17



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials BB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

4/21/17  
Date

Brenda Guggisberg  
Name: Brenda Guggisberg  
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

BG

Date

4/21/17



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

4/21/17  
Date

*Brenda Guggisberg*  
Name: *Brenda Guggisberg*  
Title: Executive Director



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.





Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

*BS*

4/21/17



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

Contractor Initials BG 4/21/17  
Date BG 4/21/17



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
  - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
  - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

BJ  
4/21/17

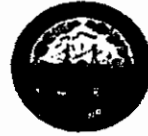


Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

BG

4/21/17



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

\_\_\_\_\_  
 The State  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 Katya S Fox  
 \_\_\_\_\_  
 Name of Authorized Representative  
 Director  
 \_\_\_\_\_  
 Title of Authorized Representative  
 5/10/17  
 \_\_\_\_\_  
 Date

The Upper Room, A Family Resource Center  
 \_\_\_\_\_  
 Name of the Contractor  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 Brenda Guggisberg  
 \_\_\_\_\_  
 Name of Authorized Representative  
 Executive Director  
 \_\_\_\_\_  
 Title of Authorized Representative  
 4/21/17  
 \_\_\_\_\_  
 Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

4/21/17  
Date

Brenda Guggisberg  
Name: Brenda Guggisberg  
Title: Executive Director



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 966850948
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

XX NO                      \_\_\_\_\_ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Misuse Prevention Direct Services Contract**

This 1<sup>st</sup> Amendment to the Substance Misuse Prevention Direct Services contract (hereinafter referred to as "Amendment #1") dated this 5<sup>th</sup> day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Youth Council, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 112 West Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Late Item #B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to exercise a renewal option for up two (2) years and increase the price limitation to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$437,069.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
5. Add Exhibit B-2, Budget – Amendment #1.
6. Add Exhibit B-3, Budget – Amendment #1.
7. Add Exhibit K, DHHS Information Security Requirements.



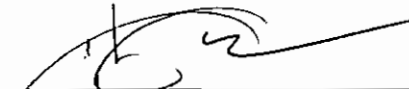


**New Hampshire Department of Health and Human Services  
Substance Misuse Prevention Direct Services Contract**

This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

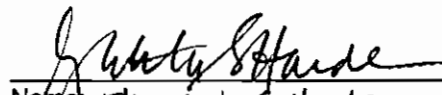
State of New Hampshire  
Department of Health and Human Services

5/10/18  
Date

  
Christine Tappan: T. Perisic  
Associate Commissioner: Dep Commissioner

The Youth Council

4/12/2018  
Date

  
Name: Elizabeth G. Houde  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire County of Hillsborough on April 12, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Elizabeth Harrison  
Signature of Notary Public or Justice of the Peace

Notary Public  
Name and Title of Notary or Justice of the Peace

My Commission Expires: July 19, 2022



1950



**New Hampshire Department of Health and Human Services  
Substance Misuse Prevention Direct Services Contract**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/18  
Date

*RWR*  
Name: *Rebecca W Ross*  
Title: *Senior Assistant Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-2, Budget Sheet, Amendment #1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: The Youth Council

Budget Request for: Substance Misuse Prevention Services Contract

Budget Period: July 1, 2018 - June 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 105,490.00	\$ -	\$ 105,490.00	\$ 6,400.00	\$ -	\$ 6,400.00	\$ 99,090.00	\$ -	\$ 99,090.00
2. Employee Benefits	\$ 23,820.00	\$ -	\$ 23,820.00	\$ 1,440.00	\$ -	\$ 1,440.00	\$ 22,380.00	\$ -	\$ 22,380.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 810.00	\$ 810.00	\$ -	\$ 810.00	\$ 810.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ 263.00	\$ 263.00	\$ -	\$ 263.00	\$ 263.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 1,073.00	\$ 1,073.00	\$ -	\$ 1,073.00	\$ 1,073.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 2,625.00	\$ 2,625.00	\$ -	\$ 2,625.00	\$ 2,625.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ 150.00	\$ 150.00	\$ -	\$ 150.00	\$ 150.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3% indirect	\$ -	\$ 3,840.00	\$ 3,840.00	\$ -	\$ -	\$ -	\$ -	\$ 3,840.00	\$ 3,840.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 132,010.00</b>	<b>\$ 8,761.00</b>	<b>\$ 140,771.00</b>	<b>\$ 7,840.00</b>	<b>\$ 4,921.00</b>	<b>\$ 12,761.00</b>	<b>\$ 124,170.00</b>	<b>\$ 3,840.00</b>	<b>\$ 128,010.00</b>

Indirect As A Percent of Direct 6.6%

Contractor Initials   CJA    
Date   4/12/18

Exhibit B-3, Budget Sheet, Amendment #1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: **The Youth Council**

Budget Request for: **Substance Misuse Prevention Services Contract**

Budget Period: **July 1, 2019 - June 30, 2020**

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 105,490.00	\$ -	\$ 105,490.00	\$ 6,400.00	\$ -	\$ 6,400.00	\$ 99,090.00	\$ -	\$ 99,090.00
2. Employee Benefits	\$ 23,820.00	\$ -	\$ 23,820.00	\$ 1,440.00	\$ -	\$ 1,440.00	\$ 22,380.00	\$ -	\$ 22,380.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 810.00	\$ 810.00	\$ -	\$ 810.00	\$ 810.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ 263.00	\$ 263.00	\$ -	\$ 263.00	\$ 263.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 1,073.00	\$ 1,073.00	\$ -	\$ 1,073.00	\$ 1,073.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 2,625.00	\$ 2,625.00	\$ -	\$ 2,625.00	\$ 2,625.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ 150.00	\$ 150.00	\$ -	\$ 150.00	\$ 150.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3% indirect	\$ -	\$ 3,840.00	\$ 3,840.00	\$ -	\$ -	\$ -	\$ -	\$ 3,840.00	\$ 3,840.00
TOTAL:	\$ 132,010.00	\$ 8,761.00	\$ 140,771.00	\$ 7,840.00	\$ 4,921.00	\$ 12,761.00	\$ 124,170.00	\$ 3,840.00	\$ 128,010.00

Indirect As A Percent of Direct

6.6%



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



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

*CSA*

4/12/18



DHHS Information Security Requirements

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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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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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*4/12/18*



Exhibit K

DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

# New Hampshire Department of Health and Human Services



## Exhibit K

### DHHS Information Security Requirements

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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



Exhibit K

DHHS Information Security Requirements

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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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
  15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
  16. The Contractor must ensure that all End Users:
    - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    - b. safeguard this information at all times.
    - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



Exhibit K

DHHS Information Security Requirements

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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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

# State of New Hampshire

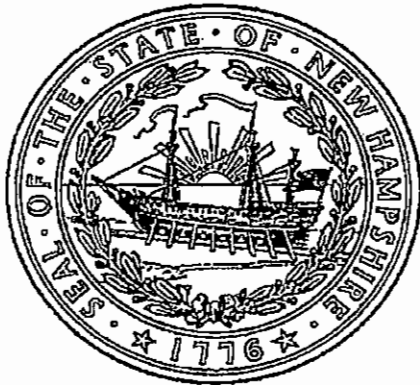
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE YOUTH COUNCIL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 14, 1975. 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: 61917

Certificate Number : 0004071582



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of March A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Laurence Szetela do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Youth Council  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 19, 2009  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 12<sup>th</sup> day of April, 2018.  
(Date Contract Signed)

4. Elizabeth G. Houde is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Laurence Szetela  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 12<sup>th</sup> day of April, 2018.

By Laurence Szetela  
(Name of Elected Officer of the Agency)

Elizabeth Harrison  
(Notary Public/Justice of the Peace)



July 19, 2022





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2018

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 11 Concord Street Nashua NH 03061	CONTACT NAME: Cathy Beauregard PHONE (A/C, No, Ext): 603-689-7229 E-MAIL ADDRESS: cbeauregard@eatonberube.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURER A : Philadelphia Insurance Companies		NAIC #
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 1088399036 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK1486076	6/18/2018	6/18/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1486076	6/18/2018	6/18/2019	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 <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB538303	6/18/2018	6/18/2019	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			PHPK1486076	6/18/2018	6/18/2019	Per Claim Aggregate	\$1,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER  DHHS 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 

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## MISSION STATEMENT

Our mission is to build strong families – free from abuse, neglect, alcohol and other drug addiction through counseling, outreach and prevention.

**THE YOUTH COUNCIL, INC.**

**Financial Statements**

**For The Year Ended June 30, 2017**



P.A., Certified Public Accountants

## **INDEPENDENT AUDITORS' REPORT**

To The Board of Directors  
The Youth Council, Inc.  
Nashua, New Hampshire

We have audited the accompanying financial statements of The Youth Council, Inc. (a non-profit organization), which comprise the statement of financial position as of June 30, 2017 and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

451 Amherst St.  
Nashua, N.H. 03063  
(603) 886-1900

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Youth Council, Inc. as of June 30, 2017, 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.

*Lutz + Schly PA CPA*

February 26, 2018

**THE YOUTH COUNCIL, INC.**  
**STATEMENT OF FINANCIAL POSITION**  
June 30, 2017

<b>ASSETS</b>	
<b><u>CURRENT ASSETS</u></b>	
Cash	\$ 47,219
Accounts receivable, net of allowance for bad debt of \$500	23,880
Promises to give	48,479
Prepaid expenses	5,881
	125,459
<b><u>PROPERTY &amp; EQUIPMENT</u></b>	
Building	289,622
Land	28,397
Furniture & fixtures	40,883
Building improvements	287,015
	645,917
Less accumulated depreciation	389,387
	256,530
<b><u>OTHER ASSET</u></b>	
Loan fees, net of amortization of \$1,513	3,266
	\$ 385,255
<b>LIABILITIES AND NET ASSETS</b>	
<b><u>CURRENT LIABILITIES</u></b>	
Current portion of long-term debt	\$ 9,351
Accounts payable and accrued expenses	17,564
Accrued payroll	6,958
Accrued select time	4,981
Accrued and withheld payroll taxes	528
	39,382
<b><u>LONG-TERM DEBT</u></b> , net of current portion	327,191
<b><u>OTHER LIABILITIES</u></b>	
Security deposit	2,733
<b><u>NET ASSETS</u></b>	
Unrestricted (deficit)	(40,482)
Temporarily restricted	56,431
	15,949
	\$ 385,255

The Accompanying Notes Are An Integral Part  
of These Financial Statements.

**THE YOUTH COUNCIL, INC.**  
**STATEMENT OF ACTIVITIES**  
For The Year Ended June 30, 2017

	Unrestricted	Temporarily Restricted	Total
<b><u>SUPPORT AND REVENUE</u></b>			
Support			
NH Division of Alcohol and Drug Abuse Prevention and Recovery	\$ 81,086	\$ -	\$ 81,086
Grants	17,100	-	17,100
City of Nashua	132,925	37,254	170,179
United Way	34,739	11,225	45,964
Contributions	71,090	-	71,090
Special events	6,460	-	6,460
	<u>343,400</u>	<u>48,479</u>	<u>391,879</u>
Revenue			
Client fees and third party reimbursements	48,941	-	48,941
Consulting services	45,523	-	45,523
Other	2,359	-	2,359
Commercial rental - income	52,525	-	52,525
Commercial rental - expenses Note E	(43,886)	-	(43,886)
	<u>105,462</u>	<u>-</u>	<u>105,462</u>
<b>TOTAL SUPPORT &amp; REVENUE</b>	<b>448,862</b>	<b>48,479</b>	<b>497,341</b>
<b>NET ASSETS RELEASED FROM RESTRICTIONS:</b>			
Satisfaction of time restrictions	49,225	(49,225)	-
Satisfaction of purpose restrictions	534	(534)	-
	<u>498,621</u>	<u>(1,280)</u>	<u>497,341</u>
<b><u>EXPENSES</u></b>			
Program services			
Family Abuse & Neglect	102,709	-	102,709
Delinquent & Pre-delinquent	158,444	-	158,444
Treatment & Prevention of Substance Abuse	135,161	-	135,161
Consulting Services	23,882	-	23,882
	<u>420,196</u>	<u>-</u>	<u>420,196</u>
Management and General	58,450	-	58,450
Fundraising	11,715	-	11,715
	<u>490,361</u>	<u>-</u>	<u>490,361</u>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	<b>8,260</b>	<b>(1,280)</b>	<b>6,980</b>
<b>NET ASSETS (DEFICIT), Beginning of Year</b>	<b>(48,742)</b>	<b>57,711</b>	<b>8,969</b>
<b>NET ASSETS (DEFICIT), End of Year</b>	<b>\$ (40,482)</b>	<b>\$ 56,431</b>	<b>\$ 15,949</b>

The Accompanying Notes Are An Integral Part  
of These Financial Statements.



**THE YOUTH COUNCIL, INC.**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
For The Year Ended June 30, 2017

	PROGRAM SERVICES							Total
	Family Abuse & Neglect	Delinquent & Pre-delinquent	Treatment & Prevention of Substance Abuse	Consulting Services	Total Program Services	Management & General	Fundraising	
Salaries - staff	\$ 74,999	\$ 113,714	\$ 96,538	\$ 20,108	\$ 305,359	\$ 33,327	\$ 6,888	\$ 345,574
Payroll taxes	5,769	8,747	7,426	1,547	23,489	2,564	530	26,583
Health insurance	8,308	12,596	10,693	2,227	33,824	3,692	763	38,279
Audit	-	-	-	-	-	5,800	-	5,800
Bad debt	-	-	2,514	-	2,514	-	-	2,514
Bank charges	-	-	-	-	-	2,742	-	2,742
Computer supplies & services	737	1,118	949	-	2,804	525	68	3,397
Consultant	-	-	1,260	-	1,260	-	-	1,260
Dues & subscriptions	440	667	567	-	1,674	314	41	2,029
Fundraising	-	-	-	-	-	-	2,839	2,839
Insurance	1,203	1,824	1,549	-	4,576	857	111	5,544
Interest	1,060	2,033	1,236	-	4,329	851	10	5,190
Maintenance & repairs	2,083	3,997	2,429	-	8,509	1,673	19	10,201
Meetings	133	202	172	-	507	95	12	614
Miscellaneous	181	276	229	-	686	129	14	829
Office expense & supplies	1,206	1,829	1,553	-	4,588	859	111	5,558
Other fees	19	29	25	-	73	14	2	89
Parking	924	1,401	1,190	-	3,515	658	85	4,258
Postage	243	368	313	-	924	173	22	1,119
Printing	76	115	98	-	289	54	7	350
Program costs	379	575	488	-	1,442	270	35	1,747
Telephone	900	1,364	1,158	-	3,422	641	83	4,146
Training	241	365	310	-	916	172	22	1,110
Travel	202	306	260	-	768	144	19	931
Utilities	1,691	3,244	1,971	-	6,906	1,358	16	8,280
<b>Total Expenses Before Depreciation and Amortization</b>	<b>100,794</b>	<b>154,770</b>	<b>132,928</b>	<b>23,882</b>	<b>412,374</b>	<b>56,912</b>	<b>11,697</b>	<b>480,983</b>
Depreciation and amortization expense	1,915	3,674	2,233	-	7,822	1,538	18	9,378
<b>Total Expenses</b>	<b>\$ 102,709</b>	<b>\$ 158,444</b>	<b>\$ 135,161</b>	<b>\$ 23,882</b>	<b>\$ 420,196</b>	<b>\$ 58,450</b>	<b>\$ 11,715</b>	<b>\$ 490,361</b>

The Accompanying Notes Are An Integral Part  
of These Financial Statements.

**THE YOUTH COUNCIL, INC.**  
**STATEMENT OF CASH FLOWS**  
For The Year Ended June 30, 2017

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Increase in net assets	\$ 6,980
Adjustments to reconcile increase in net assets to net cash provided by operating activities:	
Depreciation and amortization (Program expense)	9,378
Depreciation and amortization (Rental expense)	12,784
Change in assets and liabilities:	
(Increase) decrease in accounts receivable	13,172
(Increase) decrease in promises to give	746
(Increase) decrease in prepaid expenses	(2,937)
Increase (decrease) in accounts payable	(9,255)
Increase (decrease) in accrued payroll, select time and withheld payroll taxes	<u>(12,600)</u>
Net cash provided by operating activities	<u>18,268</u>
 <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Purchase of equipment	(4,733)
Decrease in security deposit	<u>(1,200)</u>
Net cash used in investing activities	<u>(5,933)</u>
 <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>	
Payment of long term debt	<u>(8,695)</u>
Net increase in cash and cash equivalents	3,640
Cash and cash equivalents, beginning of year	<u>43,579</u>
Cash and cash equivalents, end of year	<u>\$ 47,219</u>

The Accompanying Notes Are An Integral Part  
of These Financial Statements.

**THE YOUTH COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2017

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**NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Nature of Activities

The Agency provides counseling, diversion programs, and onsite services designed to strengthen families, improve decision-making skills, and reduce involvement with the legal system for children, teens, and families struggling with abuse, neglect, substance abuse, behavioral difficulties, and parenting stress. Additional services provided to third parties relating to drug programs and counseling to various schools and organizations.

Accounting Method

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Support is recorded when received or pledged. Revenue is recorded when services are rendered. Expenses are recorded when the obligation has been incurred.

Contributions

Contributions, including unconditional promises to give, are recorded as made. All contributions are available for unrestricted use unless specifically restricted by the donor. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Unconditional promises to give due in the next year are recorded at their net realizable value. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are to be received.

Contributions of donated non-cash assets are recorded at their fair value in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Financial Statement Presentation

The Agency reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, and temporarily and permanently restricted net assets.

Unrestricted net assets – Net assets that are not subject to donor-imposed stipulations. All contributions are considered to be available for unrestricted use unless specifically restricted by donor.

**THE YOUTH COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2017

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**NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Financial Statement Presentation (Continued)

Temporarily restricted net assets – Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Agency and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Agency. There were no permanently restricted net assets at June 30, 2017.

Bad Debts

The Agency utilizes the reserve method of accounting for bad debts and uncollectable promises to give. Management determines the allowance based on historical information and a review of the individual balances. A reserve of \$500 was required as of June 30, 2017 for accounts receivable. A reserve was not required as of June 30, 2017 for promises to give.

Property, Equipment and Depreciation

Property and equipment is recorded at cost (or fair market value if donated) and is depreciated using the straight-line method over estimated useful lives as follows:

<u>Description</u>	<u>Life</u>
Building	30 years
Furniture & fixtures	3-7 years
Building improvements	7-31.5 years

Other Assets

Loan fees are being amortized on the straight line basis over ten years. Amortization expense for the year ended June 30, 2017, was \$478.

Cash Flows

For purposes of the statement of cash flows, the Agency considers all short-term securities purchased with a maturity of three months or less to be cash equivalents.

**THE YOUTH COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2017

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**NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Income Taxes

The Youth Council, Inc. is generally exempt from income taxes pursuant to the Internal Revenue Code Section 501(c)(3). However, income from certain activities not directly related to the Agency's tax-exempt purpose is subject to taxation as unrelated business income.

The current year unrelated business income tax is zero.

The Agency's income tax filings are subject to audit by various taxing authorities. As of June 30, 2017, the Agency's open audit periods included years ending June 30, 2014 through 2017. The Agency believes it has met all the requirements to maintain its not-for-profit status. It is the Agency's policy to expense, when paid, any interest and penalties associated with its income tax obligations.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

**NOTE B. PROMISES TO GIVE**

Unconditional promises to give were made by the City of Nashua and the United Way totaling \$48,479 as of June 30, 2017.

**THE YOUTH COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2017

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**NOTE C. NOTE PAYABLE**

The Youth Council, Inc. was obligated on the following note at June 30, 2017:

Note payable bank, interest at 4.5%, payable in monthly installments of \$2,022, secured by real estate. In May 2024 the remaining principal becomes a demand note	\$ 336,542
Less current portion	<u>9,351</u>
	<u>\$ 327,191</u>

Annual principal payments for the next five years ending June 30 are as follows:

2018	\$ 9,351
2019	9,781
2020	10,230
2021	10,700
2022	11,192
Thereafter	<u>285,288</u>
	<u>\$ 336,542</u>

**NOTE D. REVOLVING LINE OF CREDIT**

The Agency has a \$25,000 revolving line of credit with Enterprise Bank and Trust that was unused as of June 30, 2017. Amounts borrowed on the credit line are payable on demand and carry an interest rate of prime rate plus 1% (5.25% at June 30, 2017). The credit line is secured by an interest in all The Youth Council, Inc.'s assets and assignment of rents.

**NOTE E. COMMERCIAL RENTAL EXPENSES**

Rental expenses relate to the 66.6% of the Agency's building that was rented to others and consist of the following:

Depreciation & amortization	\$ 12,784
Tax preparation	500
Insurance	7,265
Building repairs	4,675
Utilities	8,280
Interest	<u>10,382</u>
	<u>\$ 43,886</u>

**THE YOUTH COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2017

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**NOTE F. PENSION PLAN**

The Agency adopted a qualified 403(b) retirement plan for employees who are at least 21 years of age, working at least 30 hours per week, and have completed 30 days of employment. The plan allows for employee contributions in accordance with the Internal Revenue Code. There is no provision for a contribution by the Agency.

**NOTE G. RESTRICTED NET ASSETS**

Temporarily restricted assets result from funding, which has either a time or usage restriction placed on it by the funding source. The balance consists of the following amounts allocated to the following year:













Time:		
United Way	\$	11,225
City of Nashua		37,254
Purpose:		
Program support		<u>7,952</u>
	\$	<u>56,431</u>

**NOTE H. FAIR VALUE OF FINANCIAL INSTRUMENTS**

The carrying amounts of financial instruments including cash, accounts receivable, accounts payable and short-term debt approximated fair value as of June 30, 2017, because of the relatively short maturity of these instruments. The recorded values of notes payable and long-term debt approximate their fair values, as interest approximates market rates.

**NOTE I. SUBSEQUENT EVENTS**

Management has evaluated events through February 26, 2018, the date that the financial statements were available to be issued.

<p><b>PRESIDENT</b>                  Christine Stein (2011)</p> 	<p>Jennifer Linastas, MSW (2018)</p> 	<p>Carol Powis (2015)</p> 
<p><b>VICE PRESIDENT</b>                  Lt. Todd Martyny (2013)</p> 	<p>Sue Mathias (2017)</p> 	<p>Christie Tourlitis (2018)</p> 
<p><b>TREASURER</b>                  Larry Szetela (1989) <i>Past President</i></p> 	<p>Carolyn Oguda (2011)</p> 	<p>Cindy Turcotte (2018)</p> 
<p><b>SECRETARY</b>                  Janet Valuk (2015)</p> 	<p>John Phelan (2015)</p> 	<p>Jesse Wilson (2017)</p> 
<p><b>Betsy Houde</b> (non-member), Executive Director (1996)                  112 W. Pearl Street                  Nashua, NH 03060  <a href="mailto:bhoude@theyouthcouncil.org">bhoud@theyouthcouncil.org</a></p>		<p><a href="mailto:betsynh@aol.com">betsynh@aol.com</a>                  C. 315-9272                  W. 889-1090</p>



# ELIZABETH G. HOUDE

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## SUMMARY

Proven professional providing proactive leadership for nonprofits and community coalitions. Skills include leading teams, communicating effectively, analyzing data, solving problems, building infrastructure and implementing ideas. In addition, I am a compelling speaker, presenter, writer and am skilled at developing and managing budgets.

## STRATEGIC LEADERSHIP

**Consultant/Coordinator.** NH Juvenile Court Diversion Network, Concord, NH, 2013 – present. Initially subcontracted through Community Health Institute to improve the quality, visibility and sustainability of 16 accredited juvenile court diversion programs in NH, transitioned to Coordinator in 2015 to leverage new funding sources and develop systems.

**Executive Director.** The Youth Council, Nashua, NH, 1996 – present. Spearheaded infrastructure-building effort of 23-year-old nonprofit to offer innovative, award-winning programs with outcome measures and evidence-based practices. Developed numerous contractual relationships with area schools, police and other nonprofits. Recognized with several awards including:

*Alcohol and Other Drug Services Providers Association Treatment Provider of the Year (2014)*

*New Futures, Dr. Tom Fox Excellence Award (2013)*

*Nashua Telegraph, named one of Greater Nashua's 25 Extraordinary Women (2013).*

*Rotary Club of Nashua West, Award of Excellence, Creative Idea Award (2006).*

*WMUR and Citizens Bank, Community Champion (2002).*

*New Hampshire Children's Trust Fund, Outstanding management in program evaluation (2000).*

*NH Governor Jeanne Shaheen, Commendation for excellence in leadership (1999).*

*Rivier University, Distinguished contributions to students and the community (1999).*

**Drug-Free Communities Consultant.** Contracted with Merrimack Safeguard (2010 – present) and Nashua Prevention Coalition (2014 – present) to assist with assessment, capacity building and planning for community coalitions awarded federal Drug-Free Communities grants. Collected and analyzed data, facilitated development of logic model and action plans, built infrastructure including volunteer leadership, by law creation and branding. Wrote successful application to continue Merrimack's coalition work for an additional five years.

**Executive Director.** NH Teen Institute, 2007 - 2010. Facilitated sustainability of 24-year-old nonprofit. Revitalized mission, introduced evidence-based practice, spearheaded shift to the next developmental stage. Facilitated board transition, policies and practices toward heightened accountability. Transitioned to new leadership in January 2011.

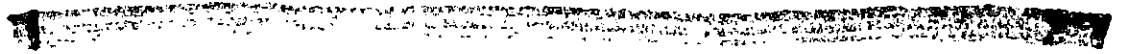
## STATEWIDE SYSTEMS IMPROVEMENT

**Governor's Commission on Alcohol and Other Drugs.** Public Member. 2001 – 2013. Appointed to an advisory capacity regarding the effective and coordinated substance abuse service delivery. Executive Committee member. Prevention Task Force, 2010 – present.

**Reclaiming Futures.** Advisory Board. 2002 – 2007. Appointed to NH District Court's initiative to connect courts, communities and substance-involved youth. Reviewed best practices toward developing coordinated system of care.

**New Futures.** 2001 – 2005. Member, Board of Directors, 2001 - 2003. Appointed to board devoted to policy and programming reducing underage drinking and increasing access to treatment. Served on Executive Committee. Invited to join National Advisory Board of Adolescent Treatment Initiative in 2004.

**Endowment for Health.** 1999 – 2002. Appointed by Attorney General as founding board member of \$85million health care conversion foundation. Served on steering committee, named co-chair of first Program Development Committee, and as board liaison to grant review team recommending \$2.5million of initial grant awards.



## COMMUNICATION SKILLS

**Web Design.** Designed and manage multiple web sites including NH Court Diversion Network, Merrimack Safeguard, Nashua Prevention Coalition, Houde Studios (all WordPress) and The Youth Council (Accrisoft Freedom).

**Leadership Fellow,** Robert Wood Johnson Foundation, 2002 - 2006. Selected as one of 10 emerging leaders toward building personal and professional leadership skills. Authored *Leaders Unmasked: A Celebration of Guts and Grace*.

**Director of Program Management /Community Relations,** 1993-1996. Nashua Children's Home, Nashua, New Hampshire. Promoted to created positions, presented at workshops from Boys Town to Washington, DC.

**Clinical Experience,** 1983-1993. Nashua Children's Home. Counseled children, teens and families. Served as Family Program Supervisor, Therapist and Residential Counselor.

## COMMUNITY LEADERSHIP

**President,** 2013-14. Rotary Club of Nashua West. Member, 1997 - present. Board of Directors 2008 – 2015. Membership chair 2007- 2012. Volunteer Coordinator 2004 – present; Special Projects chair 2005 – 2007;

**Leadership Greater Nashua,** a program of the Nashua Chamber of Commerce, 1999.

**Community Needs Assessment Committee,** 1999 – 2016. United Way of Greater Nashua.

**Nashua Mayor's Task Force on Youth.** 1997 – 2002.

**Rivier College Counseling Advisory Board.** 1993 - 2000.

**Child Welfare Advisory Board.** 1997–2000.

**State Leadership Team.** Concord, NH. 1995 - 1996.

**Network.** Nashua, NH. 1993 - 1997.

**Child Welfare League of America.** Washington, DC. 1993 - 1996. Served on *Family-Focused Working Group* comprised of leaders in family- centered care from around the country. Contributed two articles to CWLA's *Mapping a New Direction Resource Guide*.

## SMALL BUSINESS OWNER

**Lampwork Artist,** Empty Nest Glassworks, 2008 – 2016. Launched small business hand-melting glass gifts using oxygen/propane torch and glass rods. Developed web site, all marketing materials and launched Facebook fan page with over 175 members. Member of The Craftworkers' Guild, Bedford, NH.

## EDUCATION

**WordPress,** web design, 2013.

**Community Coalition Planning,** engaging and motivating teams, CADCA National Coalition Academy, 2011.

**Project Connect,** a Robert Wood Johnson initiative to train emerging leaders to work with elected officials, 2003.

**Radiant Communication Strategies,** a consultative training to develop communications skills, 2002.

**Master of Arts in Counseling, with distinction.** Rivier University, Nashua, New Hampshire, 1990.

**Bachelor of Arts, cum laude.** Connecticut College, New London, Connecticut, 1983. Majors: Sociology-Based Human Relations and Child Development. Dean's List, American Association of University Women Award.

Patricia A. Zaremba, MA, LCMHC

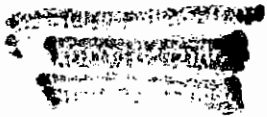
**Professional Experience:**

**THE YOUTH COUNCIL, Nashua, NH**      *12/08-Present*

- **Clinical Director** – Monitor clinical services provided by the agency’s therapists. Supervise the development of therapists toward licensure and mentor licensed therapists to a higher degree of professionalism and clinical knowledge. Oversee the development of Master-level interns. Provide assessment, treatment planning, and psychotherapy services to children, adolescents and families.  
*3/12-present*
- **Clinical Site Supervisor** – Provide supervision to Master-level interns.  
*9/11-present*
- **Psychotherapist** – Provide therapy to children, adolescents and families, both at the agency and as needed at the high school and middle school in Merrimack, NH. Collaborate on a regular basis with professionals in the community as well as school personnel.  
*12/08-present*

**COMMUNITY COUNCIL OF NASHUA, Nashua, NH**      *1996-2008*

- **Psychotherapist** – Provided outpatient therapy to children, adolescents and families. Clinical responsibilities also included assessment and diagnosis, treatment planning, crisis intervention and psycho-education. As a member of a multi-disciplinary team, consulted and collaborated with agency colleagues, as well as professionals in the community. Member of the Dialectical Behavior Therapy consultation team.  
*8/96-11/08*
- **Emergency Services Clinician** – Assisted clients in accessing support, and managing current crisis and psychosocial stressors. Assessed risk level and developed plan to address crisis. Collaborated with on-call psychiatrist and emergency room as necessary.  
*7/06-11/08*
- **Representative to Nashua Network** – Served as the agency’s representative to the Nashua Network, an association of community agencies coming together to discuss issues and programs related to youth and families.  
*2000-2006*



UNIVERSITY OF MASSACHUSETTS, Lowell, MA 1994-1995

- **Counseling Intern** – Provided therapy for undergraduate students dealing with a range of issues including eating disorders, sexual abuse, anxiety, depression, relationship/family issues, and dependency and separation issues. Co-facilitated weekly support group for adults returning to school.

RAPE AND ASSAULT SUPPORT SERVICES, Nashua, NH 1993-1996

- **Volunteer Advocate and Group Facilitator** – Worked on the crisis line offering intervention and support to victims of sexual assault, childhood sexual abuse and domestic violence. Co-facilitated a weekly group for victims of domestic violence.

NEW YORK HOSPITAL – CORNELL MEDICAL CENTER,  
White Plains, NY 1979-1980

- **Mental Health Worker** – Provided therapeutic care for emotionally handicapped children ages 6-12 in a residential setting. Assisted in the development and implementation of treatment planning.

**Education:**

Rivier College, Nashua, NH May 1995  
MA in Counseling with an emphasis in Clinical Psychotherapy

Mercy College, Dobbsferry, NY 1976  
Major: Behavioral Sciences Minor: Elementary/Special Education

**Professional Associations:**

National Certified Counselor with NBCC  
New Hampshire Mental Health Counselors' Association

**Professional License:**

New Hampshire Licensed Clinical Mental Health Counselor

## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: The Youth Council

Name of Program/Service: Student Assistance Program Services  
RFP-2017-BDAS-04

<b>BUDGET PERIOD:</b>	<b>SFY 19 &amp; 20</b>		
<b>Name &amp; Title Key Administrative Personnel</b>	<b>Annual Salary of Key Administrative Personnel</b>	<b>Percentage of Salary Paid by Contract</b>	<b>Total Salary Amount Paid by Contract</b>
Elizabeth G. Houde, Executive Director	\$80,000	0.00%	\$0.00
Patricia Zaremba, Clinical Director (.75 FTE)	\$43,900	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$0.00</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

B mac

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION FOR BEHAVIORAL HEALTH**  
**BUREAU OF DRUG AND ALCOHOL SERVICES**

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6738 1-800-804-0909  
Fax: 603-271-6105 TDD Access: 1-800-735-2964

May 10, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services to enter into agreements with the vendors listed in the table below for the provision of evidenced informed substance misuse prevention direct services to youth and their parents/caregivers in an amount not to exceed \$635,706 effective upon Governor and Executive Council approval through June 30, 2018. 100% Other Funds.

Vendor	Vendor Number	Area Served	SFY17 Amount	SFY18 Amount	Total Contract Amount
New Hampshire Teen Institute	166624	Statewide	\$107,744	\$220,058	\$327,802
The Upper Room	246053	Rockingham County and surrounding communities	\$36,811	\$90,044	\$126,855
The Youth Council	154886	Nashua North and Nashua South High Schools	\$50,103	\$130,946	\$181,049
<b>Total:</b>			<b>\$194,658</b>	<b>\$441,048</b>	<b>\$635,706</b>

Funds are available for State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds in the future operating budgets with the ability to adjust encumbrance between State Fiscal Years without further approval from the Governor and Executive Council through the Budget Office if needed and justified.

**05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

SFY	Class/Account	Class Title	Job Number	Amount
2017	102/500731	Contracts for Program Services	49158504	\$194,658
			<b>Sub-total SFY17</b>	<b>\$194,658</b>



**05-95-92-920510-3382 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

SFY	Class/Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92058504	\$441,048
			<b>Sub-total SFY18</b>	<b>\$441,048</b>
			<b>Total Contract</b>	<b>\$635,706</b>

**EXPLANATION**

The purpose of this request is enter into three (3) agreements with vendors who will provide substance misuse prevention direct services to youth and related programming for their parents/caregivers. Targets for this program include youth between the ages of ten (10) and twenty (20) who are at risk for engaging in the misuse of alcohol and illicit use of drugs. Risk factors include youth experiencing poor academic performance or behavioral problems at school or that have dropped out of school, that are involved with the juvenile justice system, as well children whose parents/caregivers are engaged in the active misuse of alcohol and or illicit drugs.

The opioid epidemic in New Hampshire led to the passage of Senate Bill 533 (2016) making additional resources available to the Governor’s Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery. The Commission identified a portion of the funding allocated under SB 533 for prevention direct services that target youth, such as those proposed in this request.

The goal of these contracted prevention programs is to delay of the onset and use of alcohol and drugs and to increase parental knowledge about the negative effects of substance misuse has on their child, improving parental knowledge and communication skills and to increase parental monitoring of their children’s behavior and activities. These programs promote positive youth development with the goal of preventing and reducing the misuse of alcohol, marijuana, prescription drugs and opioids.

Each vendor has chosen an approved evidenced informed program(s) that includes education and counseling, as well as information on healthy activities that can be developed as alternatives to engaging in the misuse of alcohol and drugs and other risky behaviors. Programming includes individual or group education and awareness about the serious and sometimes deadly consequence of substance misuse and to help students acquire the skills necessary to resist negative peer pressure for using alcohol or other drugs, their engagement in the development and promotion of alternative social activities and to assist participating youth in developing other mechanisms for coping with stressful circumstances in their life at home or at school. These programs also involve parents and promote improved communication within the family about this topic.

All vendors providing direct prevention services through these contracts are required to establish ongoing working collaborative relationships with community based organizations including, health and social service agencies and schools, as well as the Regional Public Health Network in their area. The contractors are also required to conduct outreach to youth and their parents/caregivers to make them aware of these services and how to access them.

The Department's goal is that through these contracts and other complementary strategies, the State of New Hampshire will experience a reduction in drug misuse prevalence rates among youth and the related consequences.

Should the Governor and Executive Council not approve this request, approximately 4,000 youth who are at high risk for developing a substance misuse disorder will be not have access to comprehensive substance misuse prevention services.

Area Served: Statewide

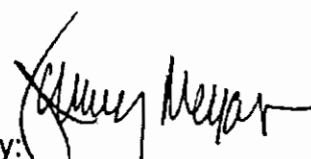
Source of Funds: 100% Other Funds

In the event that Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director



Approved by:

Jeffrey A. Meyers  
Commissioner



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

Substance Misuse Prevention Direct  
Services

RFP-2017-BDAS-01-Subst

RFP Name

RFP Number

Reviewer Names

Bidder Name

1.	NH Teen Institute
2.	The Upper Room
3.	The Youth Council
4.	0
5.	0

Maximum Points	Actual Points
400	347
400	330
400	336
400	0
400	0

1.	Anne Mercuri, Child & Maternal Health, Tech Team
2.	Abby Shockley, Behavioral Health Policy Analyst, Tech
3.	Neil Twitchell, Public Health Administrator, Tech Team
4.	Valerie Morgan, Prevention Unit Administrator, Tech Team
5.	Jim Dall, Sr. Finance Director, Div of Behavioral Health, Cost
6.	Steve Kiander, Financial Administrator, OCOM, Cost
7.	



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
 27 Hazen Dr., Concord, NH 03301  
 Fax: 603-271-1516 TDD Access: 1-800-735-2964  
 www.nh.gov/doit

**Denis Goulet**  
 Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner  
 Department of Health and Human Services  
 State of New Hampshire  
 129 Pleasant Street  
 Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into contracts with the vendors listed in the table below and referenced as DoIT No. 2017-093.

Vendor	Vendor Number	Location
New Hampshire Teen Institute	TBD	Nashua, NH
The Upper Room	246053	Derry, NH
The Youth Council	154886	Nashua, NH

The Department of Health and Human Services, Bureau of Drug and Alcohol Services requests to execute three (3) contracts with the above selected vendors to provide evidenced informed substance misuse prevention services. The Department's goal is that through these contracts and other complementary strategies, the State of New Hampshire will experience a reduction in drug misuse prevalence rates among youth and related consequences.

The total funding amount of the contract is not to exceed \$635,706, and is effective upon the date of Governor and Executive Council approval through June 30, 2018.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,  
  
 Denis Goulet

DG/kaf  
 DoIT #2017-093  
 cc: Bruce Smith, IT Manager, DoIT

Subject: Substance Misuse Prevention Direct Services, RFP-2017-BDAS-01-Subst-3 (Youth Council)

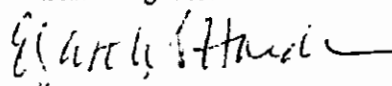
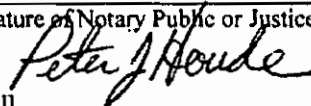
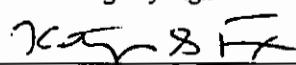
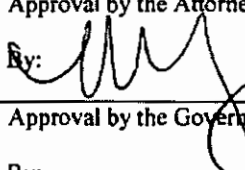
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857	
1.3 Contractor Name The Youth Council		1.4 Contractor Address 112 West Pearl Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-598-1703 FAX D. 884-1090	1.6 Account Number 05-92-920510-33820000	1.7 Completion Date June 30, 2018	1.8 Price Limitation 181,049
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elizabeth G. Houde, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>April 13, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		MY COMMISSION EXPIRES FEB 28 2019	
1.13.2 Name and Title of Notary or Justice of the Peace Peter J. Houde, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Megan A. Van Attorney On: <u>5/26/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Subject: Substance Misuse Prevention Direct Services, RFP-2017-BDAS-01-Subst-3 (Youth Council)

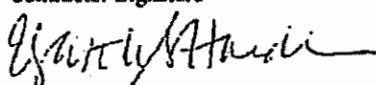
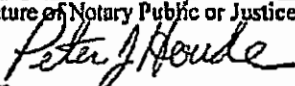
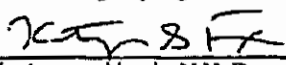
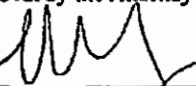
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<b>1.3 Contractor Name</b> The Youth Council		<b>1.4 Contractor Address</b> 112 West Pearl Street Nashua, NH 03060	
<b>1.5 Contractor Phone Number</b> 603-598-1703 FAX O. 859-1090	<b>1.6 Account Number</b> <i>cmk</i> 05-95-49-491510-2989 05-95-92-920510-3382	<b>1.7 Completion Date</b> June 30, 2018	<b>1.8 Price Limitation</b> 181,049
<b>1.9 Contracting Officer for State Agency</b> Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		<b>1.10 State Agency Telephone Number</b> 603-271-9246	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Elizabeth G. Huard, Executive Director	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>April 13, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]		MY COMMISSION EXPIRES <b>FEB 28 2019</b>	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Peter J. Houde, Notary Public			
<b>1.14 State Agency Signature</b>  Date: <u>3/2/17</u>		<b>1.15 Name and Title of State Agency Signatory</b> Katja S. Fox, Director	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  Megan A. Valle Attorney On: <u>5/26/17</u>			
<b>1.18 Approval by the Governor and Executive Council (if applicable)</b> By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials GH  
Date 4/13/17



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to youth, ages ten (10) to twenty (20), who are in the Institute of Medicine (IOM) Prevention Classification categories of selective or indicated and provide parent education for parents/caregivers of the targeted population, statewide.
- 1.4. The Contractor must maintain necessary coordination with the Regional Public Health Networks and public and private agencies providing services to the target population and must maintain a depth of knowledge on community services agencies that are available to youth and parents/caregivers including but not limited to mental health providers, primary care providers, alcohol and other drug prevention, treatment and recovery services, juvenile diversion network programs, and housing services.
- 1.5. The Contractor shall ensure all funded schools will utilize a universally applied evidence based screening tool for youth referred to the program. The evidenced based screening tool must be approved by the Department and all staff utilizing the screening tool receives appropriate training in its use and utility.
- 1.6. The Contractor shall ensure appropriate referrals to community providers as indicated by the individual screening. The contractor shall develop and maintain protocols for referrals to appropriate providers and have such protocols available to the Department upon inspection
- 1.7. The Contractor shall not use funding received under this contract for the purposes of capacity building nor shall funding be used to supplant other programs or services.
- 1.8. The Contractor shall have current knowledge of how to maintain funding separate streams of funding for this and other projects.

#### 2. Scope of Work

- 2.1. The Contractor shall provide evidenced informed substance misuse prevention direct services that are designed for targeted populations with the goals of reducing risk factors while enhancing protective factors to positively impact healthy decisions around the use of substances and increase knowledge of the consequences of substance misuse and abuse.

##### 2.2. Project Success

The Contractor shall ensure it administers the student assistance program modeled after Project Success and its program components to youth with a focus on youth at higher risk for developing a substance use disorder and their parents/caregivers.



## Exhibit A

- 2.3. Project Success components include:
- 2.3.1. Individual screening of youth referred to the program using an evidenced based screening tool approved by the Department;
  - 2.3.2. Referral to appropriate community providers as indicated by the individual screening. The Contractor shall work with the school to maintain/develop protocols for referrals to the appropriate provider;
  - 2.3.3. Conduct individual and group sessions.
    - 2.3.3.1. The Contractor shall conduct individual support sessions with the purpose of crisis intervention or to motivate students to participate in Project Success groups.
    - 2.3.3.2. The Contractor shall conduct group support sessions based on the Project Success social learning model with the general purpose of:
      - 2.3.3.2.1. Helping youth identify and resist social and situational pressures to use substances;
      - 2.3.3.2.2. Correct misperceptions about the prevalence and acceptability of substance use;
      - 2.3.3.2.3. Increase knowledge of the consequences of adolescent substance use;
      - 2.3.3.2.4. Teach and provide opportunities to practice resistance and coping skills; and
      - 2.3.3.2.5. Identify barriers to using the skills or adopting healthy attitudes and choices regarding substances.
    - 2.3.3.3. There are ten (10) different groups that make up the Project Success model that are outlined in the Implementation Manual that will be supplied by the Department to the Contractor.
    - 2.3.3.4. If not already existing, both the Newcomers Group and the Children of Substance Misusing Parents/Caregivers shall begin in year one (1) of the grant with recruitment and facilitation of the other eight (8) groups beginning in year two (2).
- 2.4. The Contractor shall provide parent/caregiver education services with topics that include, but are not limited to:
- 2.4.1. Developmental information regarding the adolescent brain and how the use of substances affect the developing brain;
  - 2.4.2. Skills for communicating with teens; and
  - 2.4.3. How perception of disapproval and increased parental monitoring impacts use by adolescents.
- 2.5. The Contractor shall provide alcohol and other drug prevention education to students during transitional years such as those in the 7<sup>th</sup> or 9<sup>th</sup> grades. The Contractor shall seek approval for the evidenced-based Prevention Education Curriculum, such as Project Alert, it will use.



## Exhibit A

- 2.6. The Contractor shall conduct a minimum of three (3) school and/or community centered universal strategies such as Red Ribbon Week for each year of funding under this contract. The Contractor may utilize existing school groups and community resources to enhance and meet this requirement.
- 2.7. The Contractor shall enhance its program through the utilization of marketing and media tools. This work shall be done in conjunction with the work being done at the state level through the Partnership for a Drug Free NH, the Regional Public Health Network, and local Drug Free Community Grantees. The contractor may utilize existing school groups and/or community resources to enhance and meet this requirement.
- 2.8. The Contractor shall ensure equal access to all programs and services funded by this contract and provide reasonable accommodations as necessary for those participants facing health disparities. Accommodations may include:
  - 2.8.1. Interpreter services;
  - 2.8.2. Materials in a varied format,
  - 2.8.3. Child care or access to affordable child care,
  - 2.8.4. Transportation or assistance with access to affordable and accessible transportation.

### 3. Staffing

- 3.1. The Contractor shall maintain dedicated student assistance staff that meets with the following standards:
  - 3.1.1. There must be one (1) full time equivalent student assistance program staff person to every one thousand (1,000) students. This can be prorated for schools serving less than one thousand (1,000) students. If the school is under one thousand (1,000) students the staff person must be available a minimum of two (2) days per week.
  - 3.1.2. The student assistance program counselor must obtain their certificate as a Certified Prevention Specialist (CPS) within one (1) year of assuming the position. If the staff member is unable to obtain their CPS within the year, a plan with a proposed timeline for completion is required within thirty (30) days after the end of the first of the year of employment.
  - 3.1.3. The Contractor shall maintain up-to-date records and documentation of all individuals requiring licenses and/or certifications and make available to the Department upon request.
  - 3.1.4. All student assistance program staff shall receive appropriate training in the Project Success model by individual(s) authorized by the program developer or designee.
  - 3.1.5. The Contractor shall ensure all staff assigned to this contract has appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold.
  - 3.1.6. The Contractor shall ensure the Student Assistance Program counselor will participate in mandatory trainings.

*fyat*  
4/13/17



## Exhibit A

### 4. Delegation and Subcontractors

#### 4.1. Identification and Approval

- 4.1.1. The Contractor shall identify any and all subcontractors to be utilized in fulfillment of its contractual responsibilities.
- 4.1.2. DHHS reserves the right to accept or reject the use of any subcontractor.

### 5. Performance Measures/Outcomes

- 5.1. As a result of participating in the programs and services funded by this contract participants shall, at a minimum, demonstrate:
  - 5.1.1. Increase in perception of harm/risk of the use of substances;
  - 5.1.2. Increase in perception of peer or parental/caregiver disapproval on the use of substances;
  - 5.1.3. Increase in parental efficacy; and
  - 5.1.4. Increase in parental communication and monitoring.

### 6. Deliverables/Reporting Requirements

#### 6.1. Deliverables

- 6.1.1. The Contractor shall provide a copy of the evidenced based screening tool within thirty (30) days after its selection.
- 6.1.2. The Contractor shall provide the Department with the name of the evidenced based Prevention Education Curriculum it is providing.
- 6.1.3. The Contractor shall provide the Department with its training and development plan for program staff and volunteers upon request by the Department.
- 6.1.4. The Contractor shall evaluate current school policies related to alcohol and other drugs and move toward Best Practice School Policies using the Top 5 document developed by the Department. The Top 5 document will be provided to the Contractor by the Department.
- 6.1.5. The Contractor shall demonstrate its progress in moving toward a model school policy for alcohol and other drugs upon request by the Department.
- 6.1.6. The Contractor shall work with the Department and the Department's contracted training and technical assistance entity to ensure the core elements the student assistance program modeled after Project Success will be implemented with fidelity and seek approval from the Department on adaptations to the model.

#### 6.2. Reporting Requirements

- 6.2.1. The Contractor, as well as any subcontractor, shall, in addition to their own reporting and evaluation requirements, comply with the Department's requirements which includes:



## Exhibit A

- 6.2.1.1. Adherence to the evaluation design and administration as supplied by the Department, including individual participant evaluation and program evaluation;
- 6.2.1.2. Ensure consent from program participants for evaluation in compliance with the Department's policies and protocols; and
- 6.2.1.3. Ensure a seventy-five percent (75%) response rate from participants.
- 6.2.2. The Contractor shall administer a pre and post survey to individuals participating in group sessions at the beginning and end of the group.
- 6.2.3. The Contractor shall administer the high school Youth Risk Behavior Survey (YRBS) in the Spring of 2017 and administer a whole school survey for grades 9 through 12 developed by the Department in the Spring of 2018.
- 6.2.4. The Contractor shall ensure if a middle school is funded by this contract and the middle school does not conduct the middle school YRBS, it will administer a survey developed by the Bureau of Drug and Alcohol Services to the 7th and 8th grades in the Spring of 2017 and in the Spring of 2018.
- 6.2.5. The Contractor shall work closely with the Department and the NH Center for Excellence to use this data and other data sources to drive continuous quality improvement.
- 6.2.6. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide periodic or special reports required by the Department.
- 6.2.7. Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the Department conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.
- 6.2.8. The Contractor shall ensure compliance with all data reporting requirements including, but not limited to:
  - 6.2.8.1. The ability to communicate and submit required reports via email.
  - 6.2.8.2. The ability to submit the following reports in formats approved and/or provided by the Department:
    - 6.2.8.2.1. Enter and complete monthly data reporting in the New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the previous month, e.g. July data will be entered fully by August 20<sup>th</sup>;
    - 6.2.8.2.2. Submit monthly expenditure reports for reimbursement of costs associated with contract activities by the 20<sup>th</sup> business day following the end of the previous month.
- 6.2.9. All data related exchanges, standards, policies, systems etc. may, at the sole discretion of the Department, be reviewed by the Department and/or the



## Exhibit A

Department of Information Technology (DoIT) to assess conformance with Department and DoIT information security/privacy standards.

6.2.9.1. The Contractor agrees to remedy, to the satisfaction of the Department and/or DoIT, any substantial non-conformance identified.

### 6.3. Site Visits/Inspections

- 6.3.1. The Contractor shall allow a team authorized by the Department to conduct bi-annual site reviews that shall include program staff, the Contractor or designee, the Bureau of Drug and Alcohol Services, and a representative of the New Hampshire Center for Excellence if appropriate.
- 6.3.2. In order to assure systems are adequate to provide the contracted services, this site visit shall review, at a minimum, the Contractor's:
  - 6.3.2.1. Systems of governance,
  - 6.3.2.2. Administration,
  - 6.3.2.3. Data collection and submission,  
Policies for ensuring participant confidentiality, and
  - 6.3.2.4. Financial management.
- 6.3.3. The Contractor shall make corrective actions as advised by the review team if contracted services are found to be not provided in accordance with this contract.
- 6.3.4. The Department may, as needed, inspect and evaluate the Contractor's books/ledgers to ensure that funds are separately maintained.
- 6.3.5. The Contractor shall provide documented proof that all staff conducting screening has been trained in the tool upon request by the Department.
- 6.3.6. The Contractor shall demonstrate, upon request by the Department, that programs funded by this contract maintain minimum written documentation and guidelines that include, but are not limited to:
  - 6.3.6.1. Written Student Assistance referral process;
  - 6.3.6.2. Written protocols for ensuring the protection of students right to confidentiality in compliance with 42 CFR Part 2;
  - 6.3.6.3. Letter to Parents/Caregivers to inform of any evaluation and the option to have their child opt of the evaluation;
  - 6.3.6.4. Confidential release of information form as necessary;
  - 6.3.6.5. The Youth Council intake or screening/information form;
  - 6.3.6.6. Documentation of contact with participants, parents or others involved in the student assistance program via New Hampshire Prevention Web Information Technology System (P-WITS) reporting;
  - 6.3.6.7. Written list of community resources available to children and their families; and



**Exhibit A**

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6.3.6.8. Documentation that programming is culturally and linguistically appropriate for participants and that equal access is provided to individuals facing behavioral health disparities.





## Exhibit B

### Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Funding for this contract is 100% Other Funds (Governor's Commission on Alcohol and other Drug Prevention, Treatment, and Recovery).
3. The Contractor shall provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. Payment for Services shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices and any attendant reports by the 15<sup>th</sup> of each month.
  - 4.2. Expenses shall be reported for reimbursement by budget line item in accordance with Exhibit B-1 and Exhibit B-2 with invoice template supplied by the State.
  - 4.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
  - 4.4. Invoices and reports identified in Section 4 shall be submitted to:  
Department of Health and Human Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

**Exhibit B-1 - Budget Form**  
3/1/17 - 6/30/17

**New Hampshire Department of Health and Human Services**  
**COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: **The Youth Council**

Budget Request for: **Substance Misuse Prevention direct Services**

Budget Period: **3/1/17 - 6/30/17**

1. Total Salary/Wages	\$ 34,240.00	\$ -	\$ 34,240.00	\$ 2,240.00	\$ -	\$ 2,240.00	\$ 32,000.00	\$ -	\$ 32,000.00
2. Employee Benefits	\$ 5,646.00	\$ -	\$ 5,646.00	\$ 369.00	\$ -	\$ 369.00	\$ 5,277.00	\$ -	\$ 5,277.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ 400.00
6. Travel	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ 400.00	\$ 400.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 567.00	\$ 567.00	\$ -	\$ 567.00	\$ 567.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ 185.00	\$ 185.00	\$ -	\$ 185.00	\$ 185.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 1,838.00	\$ 1,838.00	\$ -	\$ 1,838.00	\$ 1,838.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ 105.00	\$ 105.00	\$ -	\$ 105.00	\$ 105.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
11. Staff Education and Training	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2% indirect	\$ -	\$ 1,026.00	\$ 1,026.00	\$ -	\$ -	\$ -	\$ -	\$ 1,026.00	\$ 1,026.00
<b>TOTAL</b>	<b>\$ 51,286.00</b>	<b>\$ 4,871.00</b>	<b>\$ 56,157.00</b>	<b>\$ 2,609.00</b>	<b>\$ 3,445.00</b>	<b>\$ 6,054.00</b>	<b>\$ 48,677.00</b>	<b>\$ 1,426.00</b>	<b>\$ 50,103.00</b>

Indirect As A Percent of Direct

9.5%

6/15/17

**Exhibit B-2 Budget Form**  
7/1/17 - 6/30/18

**New Hampshire Department of Health and Human Services**  
**COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: **The Youth Council**

Budget Request for: **Substance Misuse Prevention Direct Services**

Budget Period: **7/1/17 - 6/30/18**

1. Total Salary/Wages	\$ 98,400.00	\$ -	\$ 98,400.00	\$ 6,400.00	\$ -	\$ 8,400.00	\$ 92,000.00	\$ -	\$ 92,000.00
2. Employee Benefits	\$ 16,225.00	\$ -	\$ 16,225.00	\$ 1,055.00	\$ -	\$ 1,055.00	\$ 15,170.00	\$ -	\$ 15,170.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
6. Travel	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 810.00	\$ 810.00	\$ -	\$ 810.00	\$ 810.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ 263.00	\$ 263.00	\$ -	\$ 263.00	\$ 263.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 1,073.00	\$ 1,073.00	\$ -	\$ 1,073.00	\$ 1,073.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 2,625.00	\$ 2,625.00	\$ -	\$ 2,625.00	\$ 2,625.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ 150.00	\$ 150.00	\$ -	\$ 150.00	\$ 150.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
11. Staff Education and Training	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2% indirect	\$ -	\$ 2,776.00	\$ 2,776.00	\$ -	\$ -	\$ -	\$ -	\$ 2,776.00	\$ 2,776.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 134,826.00</b>	<b>\$ 8,697.00</b>	<b>\$ 143,322.00</b>	<b>\$ 7,455.00</b>	<b>\$ 4,921.00</b>	<b>\$ 12,376.00</b>	<b>\$ 127,170.00</b>	<b>\$ 3,776.00</b>	<b>\$ 130,946.00</b>

Indirect As A Percent of Direct

6.5%

EST  
7/13/17



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**SPECIAL PROVISIONS**

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis





- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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) *ALSO includes*  
*Nashua High School North and Nashua High School South*  
*Nashua NH*

Check  if there are workplaces on file that are not identified here.

Contractor Name:

4/13/2017  
Date

*Elizabeth St-Hardie*  
Name: *Elizabeth St-Hardie*  
Title: *Executive Director*



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

4/13/17  
Date

Elizabeth E. Houde  
Name: Elizabeth E. Houde  
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

4/13/17  
Date

Elizabeth C. Thorne  
Name: Elizabeth C. Thorne  
Title: Executive Director



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

EJH

Date

4/13/17



New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

4/13/17  
Date

Elizabeth Hilde  
Name: Elizabeth Hilde  
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials ESH



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

4/13/17  
Date

Elizabeth C. Haude  
Name: Elizabeth C. Haude  
Title: Executive Director



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

*CHH*

*4/13/17*



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State

[Signature]  
Signature of Authorized Representative

Katya S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

5/2/17  
Date

The Youth Council  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

Elizabeth G. Houde  
Name of Authorized Representative

Executive Director  
Title of Authorized Representative

4/13/2017  
Date





**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

4/13/17  
Date

Elizabeth G. Haude  
Name: Elizabeth G. Haude  
Title: Executive Director



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 048635601
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____