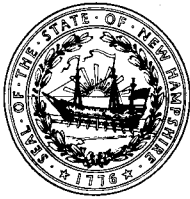


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N 18



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
***DIVISION FOR CHILDREN, YOUTH & FAMILIES***

Nicholas A. Toumpas  
Commissioner

Lorraine Bartlett  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-4451 1-800-852-3345 Ext. 4451  
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 12, 2015

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

Sole Source

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into a **sole source** amendment with New Futures, Inc. (Vendor # 159257), 10 Ferry St, Suite 307, Concord, NH 03301, by including a State Youth Treatment Planning provision to the existing contract for Family and Community Support Networks for Families of Children with Serious Emotional Disturbances and Substance Use Disorders and by increasing the price limitation by \$29,920.00 from \$149,138.89 to an amount not to exceed \$179,058.89, effective upon Governor and Executive Council approval, with no change to the completion end date of September 30, 2016. The original contract was approved by the Governor and Executive Council on July 22, 2015 (Item # 21). 100% Federal Funding.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2016 and State Fiscal Year 2017 upon the acceptance of funds through Fiscal Committee and Governor and Council Approval as well as the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

<b>05-95-42-421010-1238000 HEALTH AND SOCIAL SERVICES, HHS: HUMAN SERVICES, HHS: CHILDREN YOUTH AND FAMILIES, CHILD PROTECTION, FAST FORWARD GRANT</b>					
Fiscal Year	Class/Object	Class Title	Amount	Increase/ (Decrease)	Revised Amount
2016	102-500731	Contracts for Program Services	\$ 122,677.78	\$0.00	\$ 122,677.78
2017	102-500731	Contracts for Program Services	\$ 26,461.11	\$0.00	\$ 26,461.11
Subtotal:			\$ 149,138.89	\$0.00	\$ 149,138.89

<b>05-95-42-421010-50870000 HEALTH AND SOCIAL SERVICES, HHS: HUMAN SERVICES, HHS: CHILD YOUTH AND FAMILIES, STATE YOUTH TREATMENT PLANNING</b>					
Fiscal Year	Class/Object	Class Title	Amount	Increase/ (Decrease)	Revised Amount
2016	102-500731	Contracts for Program Services	\$0.00	\$ 22,445.50	\$ 22,445.50
2017	102-500731	Contracts for Program Services	\$0.00	\$ 7,474.50	\$ 7,474.50
Subtotal:			\$0.00	\$ 29,920.00	\$ 29,920.00
<b>TOTAL</b>			<b>\$ 149,138.89</b>	<b>\$ 29,920.00</b>	<b>\$ 179,058.89</b>

**EXPLANATION**

This request is **sole source** because the Substance Abuse and Mental Health Services Administration mandated that states applying for the System of Care Expansion Implementation Grant identify specific participating organizations at the time of the grant application. Each year's grant award is then predicated on the vendor's continued partnership and participation. The partnership we have established with this vendor is critical to continue this work as well as seeing that the work can continue and be effective beyond the grant period. The grant was awarded based on New Futures, Inc. being an organization and key partner that has previously worked in concert with the State's Community Based Care System and can develop family support and leadership activities for families experiencing issues with co-occurrences of substance use and mental health disorders.

The purpose of this amendment is to expand on the current contract by creating an action-oriented, comprehensive strategic plan for increasing access to integrated evidence-based screening, assessment, treatment and recovery services and supports for adolescents (ages 12-17) and transitional aged youth (18-25) with substance use and/or co-occurring substance use and mental health disorders (SUD/COD) through New Hampshire. The Family and Community Support Networks for Families of Children with Serious Emotional Disturbances and Substance Use Disorders contract currently provides education and social media related to children with serious emotional disturbances and/or substance use disorders and also promotes family leadership by building an infrastructure that consists of professional and volunteer development in order to enhance access to treatment for children with Serious Emotional Disturbances and Substance Use Disorders and their families.

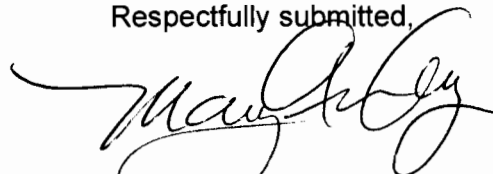
Should the Governor and Executive Council not authorize this request, the momentum to transform our children's mental health service delivery system will be significantly impaired. The progress and collaborative work to date of the public systems, family organizations and community providers will likely dissipate and the opportunity to improve outcomes for New Hampshire's children and youth, and their families will be lost.

Area Served: Statewide

Source of Funds: 100% Federal Funds

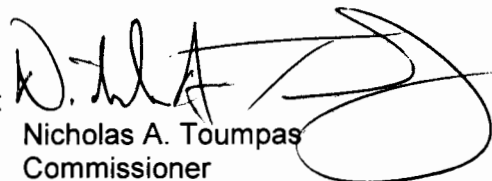
In the event that federal funds are no longer available, General funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner



**New Hampshire Department of Health and Human Services  
Family and Community Support Networks for Families with Serious  
Emotional Disturbance (SED) and Substance Use Disorder (SUD)**

---

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Family and Community Support Networks for Families with Serious  
Emotional Disturbance (SED) and Substance Use Disorder (SUD) Contract**

This 1st Amendment to the Family and Community Support Networks for Families with Serious Emotional Disturbance (SED) and Substance Use Disorder (SUD) contract (hereinafter referred to as "Amendment #1") dated this 10th day of November, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Futures, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 10 Ferry Street, Suite 307, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 22, 2015 (item #21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, this agreement may be amended, by written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to add to the scope of services and increase the price limitation; 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 as follows:

To amend as follows:

1. Form P-37, General Provision, Item 1.6, Account Number, to read:  
05-095-42-421010-12380000  
05-095-42-421010-50870000
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$179,058.89
3. Add Exhibit A-1, Amendment #1, Scope of Services, State Youth Treatment Planning.
4. Exhibit B, Method and Conditions Precedent to Payment, Paragraph 1, to read:
  1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1, Scope of Services, State Youth Treatment Planning, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation
5. Exhibit B, Method and Conditions Precedent to Payment, Paragraph 1.2, to read:
  - 1.2 The Contractor agrees to provide the services in Exhibit A, Scope of Services and in Exhibit A-1, Scope of Services, State Youth Treatment Planning, in compliance with all funding requirements.
6. Exhibit B, Method and Conditions Precedent to Payment, Paragraph 2.1.3, to read:



**New Hampshire Department of Health and Human Services  
Family and Community Support Networks for Families with Serious  
Emotional Disturbance (SED) and Substance Use Disorder (SUD)**

---

- 2.1.3 A list of all deliverables completed during the prior months, as outlined in Exhibit A- Scope of Services and in Exhibit A-1, Scope of Services, State Youth Treatment Planning.
7. Exhibit B, Method and Conditions Precedent to Payment, Paragraph 2.4, to read
  - 2.4. Expenditures shall be in accordance with the approved line item budget shown in Exhibit B-1, Amendment #1 and Exhibit B-2, Amendment #1.
8. Exhibit B, Method and Conditions Precedent to Payment, Paragraph 3, to read:
  3. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A and Exhibit A-1.
9. Delete Exhibit B-1 and replace with Exhibit B-1, Amendment #1.
10. Delete Exhibit B-2 and replace with Exhibit B-2, Amendment #1.

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



**New Hampshire Department of Health and Human Services  
 Family and Community Support Networks for Families with Serious  
 Emotional Disturbance (SED) and Substance Use Disorder (SUD)**

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,

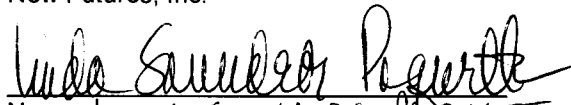
State of New Hampshire  
 Department of Health and Human Services

11/17/15  
 Date

  
 Mary Ann Cooney  
 Associate Commissioner

New Futures, Inc.

11/12/15  
 Date

  
 Name: LINDA SAUNDERS PAQUETTE  
 Title: EXECUTIVE DIRECTOR

Acknowledgement:

State of NH, County of Merrimack on 11/12/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

 Notary

Name and Title of Notary or Justice of the Peace

**APRIL L. COUTURE, Notary Public  
 My Commission Expires May 25, 2016**



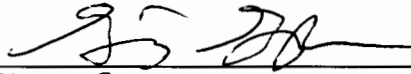
**New Hampshire Department of Health and Human Services  
Family and Community Support Networks for Families with Serious  
Emotional Disturbance (SED) and Substance Use Disorder (SUD)**

---

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

OFFICE OF THE ATTORNEY GENERAL

11/25/15  
Date

  
Name: Brian Buscuma  
Title: AAG

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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

**Exhibit A-1, Amendment #1  
Scope of Services  
State Youth Treatment Planning**

---

1. The Contractor shall work in collaboration with Department of Health and Human Services (DHHS) and the State Youth Treatment- Planning (SYT-P) program manager to create an in-depth plan that addresses substance use treatment for youth in New Hampshire (NH) including adolescents (youth 12-17) and transitional aged youth (18-25).
2. The Contractor shall work in collaboration with all other grant partners and/or contractors to ensure compliance with all deliverables and evaluation activities.
3. The Contractor shall convene and facilitate a subgroup of the Children's Behavioral Health Collaborative (CBHC) to do the following:
  - 3.1. Engage groups or organizations that are critical to the writing of a plan for the youth in NH that are not currently engaged with the CBHC.
  - 3.2. Ensure connections and collaboration to the NH Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery.
  - 3.3. Identify goals and strategies in the CBHC plan and other community based assessment plans that address substance use issues for children and young adults.
  - 3.4. Identify gaps in the plans.
  - 3.5. Identify best practices in screening, assessment, treatment and recovery services for the target population (identified in paragraph 1).
  - 3.6. Create a plan that outlines how NH will implement strategies on all levels, that addresses the need for treatment and enhanced treatment needs for the target population.
  - 3.7. Coordinate the expansion of family and youth stakeholder involvement.
  - 3.8. Create a cross agency statewide financial map and financial strategy recommendations.
    - 3.8.1. The financial map will identify the full range of integrated continuum of services and supports for youth ages 12-25 with substance use and or co-occurring substance use and mental health disorders (SUD/COD) with federal and state expenditures for these services within a baseline fiscal year.
    - 3.8.2. Mapping will include sources such as Medicaid/CHIP, NH Health Protection Program (Medicaid expansion), SAPT Block Grant, Private insurance, Corrections, Juvenile Justice, child welfare, education, labor, housing, and other relevant funding streams.
    - 3.8.3. This mapping will include tables and narratives.
  - 3.9. Create a complimentary social marketing and strategic communications plan for this work.
    - 3.9.1. This plan will be culturally and linguistically competent.

New Futures, Inc.  
Exhibit A-1, Amendment #1  
Family and Community Support Networks for Families  
of Children with Serious Emotional Disturbances  
and Substance Use Disorders

Contractor Initials

hsp

Date:

11/12/15

**Exhibit A-1, Amendment #1  
Scope of Services  
State Youth Treatment Planning**

---

- 3.9.2. Families and youth will be involved in the development of the communication plan.
- 3.9.3. Social marketing will focus on promoting the importance of providing evidence-based service to youth with SUD/COD.
- 3.10. Work in collaboration with other SYT-P partners and/or contractors to assist in the identification of technology and other systems needs for the collection of accurate data.
- 3.11. Develop and write the comprehensive plan and attachments.
- 4. The Contractor shall provide quarterly progress reports to the State Youth Treatment Coordinator that contain the following information:
  - 4.1. Identification of subgroup participants;
  - 4.2. Identification of the goals that have been met;
  - 4.3. Identification of the best practices and the area (example: screening, assessment etc.);
  - 4.4. Progress on marketing strategies with estimated number of people that will be reach;
  - 4.5. Progress on communication plan;
  - 4.6. Identification of gaps and possible solutions;
  - 4.7. Identification of technology and other systems needed to collect data, and how it will be processed.
  - 4.8. Progress with estimated timeframes for the written comprehensive plan and attachments.

New Futures, Inc.  
Exhibit A-1, Amendment #1  
Family and Community Support Networks for Families  
of Children with Serious Emotional Disturbances  
and Substance Use Disorders

Contractor Initials BP  
Date: 11/12/15



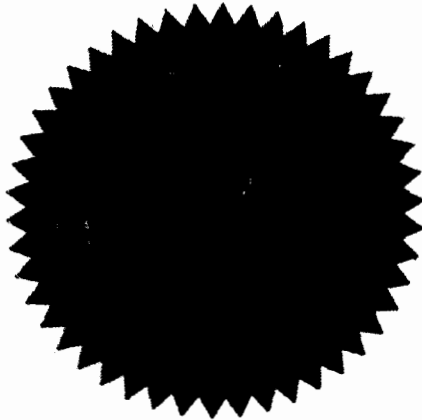




State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW FUTURES, INC. is a New Hampshire nonprofit corporation formed April 9, 2001. 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 24<sup>th</sup> day of April, A.D. 2015

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of New Futures.  
(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 10, 2015.  
(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 day of November, 2015.  
(Date Contract Signed)

4. Linda Paquette is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Merrimack

The forgoing instrument was acknowledged before me this 12th day of November, 2015,

By Kelsea Hale.  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

**APRIL L. COUTURE, Notary Public**  
My Commission Expires May 25, 2016

Commission Expires: May 25, 2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/17/2015

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

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

<b>PRODUCER</b> Foy Insurance Group - Pembroke 570 Pembroke St.  Pembroke NH 03275		<b>CONTACT NAME:</b> Tami O'Neill, CISR <b>PHONE (A/C. No. Ext.):</b> (603) 224-1121 <b>FAX (A/C. No.):</b> (603) 224-4827 <b>E-MAIL ADDRESS:</b> tami.oneill@foyinsurance.com	
<b>INSURED</b> New Futures Inc 10 Ferry Street, Suite 307  Concord NH 03301		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Philadelphia Indemnity Ins Co NAIC # 18058 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** Revised Master 2015/2016      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>			PHPK1269815 Form PI-GLD-HS	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> Blanket Add'l Ins'd						PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	<b>AUTOMOBILE LIABILITY</b>			PHPK1269815	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			PHUB483570	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000						
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below							WC STATUTORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Any Person or Organization including Certificate Holder is additional insured if written signed contract, agreement, or permit to such exists prior to loss subject to form indicated above in General Liability section.

**CERTIFICATE HOLDER****CANCELLATION**

NH Department of Health and Human Service 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Michael Foy/PTAMI



**Mission** - New Futures' mission is to advocate, educate and collaborate to prevent and reduce alcohol and other drug problems in New Hampshire.

**Vision** – New Futures envisions a State and local communities whose public policies support prevention, treatment, and recovery oriented efforts to reduce alcohol and other drug problems.

**Values (Guiding Principles)**

1. **Respect** - We respect the dignity and autonomy of each person, as well as the integrity, privacy, pride, beliefs, and cultures of our varied stakeholders, partners, and others. We treat our staff with respect and dignity, and provide a supportive environment.
2. **Integrity** - Our organization's activities and programs are consistent with our stated mission, compatible with our organizational capacity, respectful of the interests of our varied partners, and managed with the highest level of honesty, compassion and professionalism.
3. **Excellence** - We support and encourage visionary governance, exemplary management, and exceptional staff. We value and uphold the highest ethical and professional standards in all working relations. We are data-driven; our decisions are based on the best knowledge and practices.
4. **Stewardship** - We are able to accomplish our mission through the generosity of others. We promote responsible stewardship of the resources entrusted to us for the accomplishment of our work.
5. **Accountability** – We emphasize evaluation and accountability through ongoing measurement of our efforts and initiatives.
6. **Collaboration** – Our success in realizing our mission is reliant upon ongoing, meaningful collaboration with key partners. Our staff values teamwork.
7. **Openness** -We value effective communication with our stakeholders and among our staff. We value openness and transparency about our mission, program activities, and finances. We are accessible and responsive to our stakeholders and members of the public who express an interest in our organization.
8. **Care and Loyalty** - As an organization we enable our individual board members to exercise their duties of care and loyalty. Individual board members are informed and participate in board decisions in good faith.

**NEW FUTURES, INC.**  
**FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDING**  
**DECEMBER 31, 2013**



NEW FUTURES, INC.

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STATEMENTS OF FINANCIAL POSITION	3
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NOTES TO FINANCIAL STATEMENTS	6
STATEMENT OF FUNCTIONAL EXPENSES	13



# LIFETIME Tax & Accounting PLLC

201 Sheep Lane Road, Suite 5, Concord, NH 03301, (603) 230-2908, [www.lifetime-tax.com](http://www.lifetime-tax.com)

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## INDEPENDENT AUDITOR'S REPORT

The Board of Directors  
New Futures, Inc.  
Concord, New Hampshire

We have audited the accompanying financial statements of New Futures, Inc. (the "Organization") (a nonprofit organization) which comprise the statement of financial position as of December 31, 2013, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements. We have not audited the statement of financial position as of December 31, 2012, and the related statements of activities and cash flows for the year then ended. Those statements were audited by a predecessor auditor. The report issued by the predecessor auditor and dated March 6, 2013 had an unqualified opinion.

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

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

### **Auditor's Responsibility**

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

An audit involves performing procedures to obtain audit evidence about 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, where 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 circumstance, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Futures, Inc. as of December 31, 2013, and the changes in its assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### **Other Matter**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The prior year's summarized information included with the financial statements is derived from financial statements that were audited by another auditor. The summarized comparative information is consistent, in all material respects, with the audited financial statements from which it has been derived. The schedule of functional expenses on page 11 is presented for purposes of additional analysis and is not a required part of financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Concord, New Hampshire

April 21, 2014

*Lifetime Tax & Accounting PLLC*

NEW FUTURES, INC.

STATEMENTS OF FINANCIAL POSITION

AS OF DECEMBER 31, 2013  
(with comparative totals for 2012)

	<u>2013</u>	<u>2012</u>
<b>ASSETS</b>		
Current Assets		
Cash and cash equivalents	\$ 510,255	\$ 428,795
Prepaid expenses	<u>4,449</u>	<u>284</u>
Total current assets	514,704	429,079
Property and Equipment, net	20,154	31,041
Other Assets		
Intangible assets, net	2,643	5,525
Security deposit	<u>6,723</u>	<u>6,723</u>
Total other assets	<u>9,365</u>	<u>12,248</u>
Total assets	<u>\$ 544,223</u>	<u>\$ 472,368</u>
<b>LIABILITIES AND NET ASSETS</b>		
Current Liabilities		
Accounts Payable	\$ 1,624	\$ 6,341
Scholarships payable	6,000	6,000
Accrued wages and related expenses	8,233	6,574
Accrued compensated absences	<u>14,968</u>	<u>14,968</u>
Total current liabilities	<u>30,825</u>	<u>33,883</u>
Total liabilities	30,825	33,883
NET ASSETS		
Unrestricted	445,885	438,485
Temporarily restricted	<u>67,513</u>	<u>-</u>
Total net assets	<u>513,397</u>	<u>438,485</u>
Total liabilities and net assets	<u>\$ 544,222</u>	<u>\$ 472,368</u>

See notes to financial statements and auditors report

NEW FUTURES, INC.

STATEMENT OF ACTIVITIES

For the Year Ended December 31, 2013  
(with comparative totals for 2012)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total 2013</u>	<u>Total 2012</u>
<b>Revenue and Support</b>				
<b>New Hampshire Charitable Foundation</b>				
Substance Abuse Fund	\$ 400,279		\$ 400,279	\$ 416,666
Field of Interest grant	300,000		300,000	256,756
Grants		192,118	192,118	5,916
Event Income	2,828		2,828	2,464
Interest Income			-	3,130
Other Income	15,105		15,105	14,170
Net assets released from restrictions	124,605	(124,605)	-	-
<b>Total Revenue and Support</b>	<b>842,818</b>	<b>67,513</b>	<b>910,330</b>	<b>699,102</b>
<b>Expenses</b>				
Program expenses	348,722	-	348,722	565,129
Management and General	486,696	-	486,696	226,420
<b>Total Expenses</b>	<b>835,418</b>	<b>-</b>	<b>835,418</b>	<b>791,549</b>
<b>Change in Net Assets</b>	<b>7,400</b>	<b>67,513</b>	<b>74,912</b>	<b>(92,447)</b>
<b>Net Assets - Beginning of Year</b>	<b>438,485</b>	<b>-</b>	<b>438,485</b>	<b>530,932</b>
<b>Net Assets - End of Year</b>	<b>\$ 445,885</b>	<b>\$ 67,513</b>	<b>\$ 513,397</b>	<b>\$ 438,485</b>

See notes to financial statements and auditors report

**NEW FUTURES INC**

**STATEMENT OF CASH FLOWS**

**For the Year Ended December 31, 2013  
(with comparative totals as of December 31, 2012)**

	<b>2013</b>	<b>2012</b>
<b>Cash Flows from Operating Activities</b>		
Change in net assets	<b>\$ 74,912</b>	<b>\$ (92,447)</b>
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	13,769	16,464
(Increase) decreases in prepaid expenses	(4,165)	8,553
(Decrease) increase in accounts payable	(4,717)	5,477
Increase (decrease) in accrued expenses	<u>1,659</u>	<u>(5,852)</u>
<b>Net Cash By Operating Expenses</b>	<b>81,459</b>	<b>(67,805)</b>
<b>Cash Flows from Investing Activities</b>		
Purchase of capital assets	<u>-</u>	<u>(6,733)</u>
<b>Net cash (used) by investing activities</b>	<u>-</u>	<u>(6,733)</u>
<b>Increase (decrease) in cash</b>	<b>81,459</b>	<b>(74,538)</b>
<b>Cash at beginning of year</b>	<u><b>428,795</b></u>	<u><b>503,333</b></u>
<b>Cash at end of year</b>	<u><b>\$ 510,254</b></u>	<u><b>\$ 428,795</b></u>
<b>Supplemental disclosure of cash flow information</b>		
Disposal of fully depreciated equipment	<u><b>\$ -</b></u>	<u><b>\$ 14,482</b></u>

See notes to financial statements and auditors report

NEW FUTURES, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2013

**NOTE A – NATURE OF ACTIVITIES**

New Futures, Inc. (the “Organization”) is a New Hampshire nonprofit corporation providing a wide range of services to advocate, educate, and collaborate in order to prevent and reduce alcohol and other drug problems in New Hampshire. New Futures, Inc. is an initiative of the New Hampshire Charitable Foundation (NHCF) established in 1997 through the generosity of a then anonymous donor. The Organization continues to receive the majority of its funding from the NHCF in the form of grants and contributions. The Organization is fully transparent regarding the resources devoted to its public policy advocacy work and does not engage in any partisan or electoral politics.

Following are descriptions of the program services provided by the Organization:

**Leadership Development** – Recruiting and training a broad range of community leaders to plan, develop, advocate for, implement and evaluate cost effective strategies to reduce the economic, health and social costs related to alcohol and other drug problems.

**Policy Development** – Advocating, educating, and collaborating for effective public policies (laws, regulations, ordinances, policies and practices) to reduce alcohol and other drug problems.

**Advocacy** – The Advocacy program is focused on public advocacy at the federal, state and local levels, but primarily focuses on state legislation related to alcohol and drug policy.

**NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**(a) Basis of Accounting and Financial Statement Presentation**

The Organization’s financial statements have been prepared on the accrual basis of accounting and in accordance with reporting principles of non-profit accounting as defined by Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 958, “Not-for-Profit Entities”. FASB ASC Topic 958 establishes standards for general-purpose external financial statements of not-for-profit organizations, including a statement of financial position, a statement of activities and a statement of cash flows. FASB ASC Topic 958 further requires classifications of net assets and its revenues, expenses, gains and losses into three categories, based on the existence or absence of externally imposed restrictions. The categories, unrestricted, temporarily restricted and permanently restricted net assets are defined as follows:

**Unrestricted** – Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Trustees.

**Temporarily Restricted** – Net assets whose use is limited by law or donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Trust.

**Permanently Restricted** – Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor-imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

NEW FUTURES, INC.  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2013

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(b) Cash and cash equivalents

Cash and cash equivalents include all money market accounts and investments purchased with remaining maturities of three months or less.

(c) Estimates

The presentation of financial statements in conformity with generally accepted accounting principles sometime requires the use of management's estimates and assumptions that effect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

(d) Fixed Assets

Fixed assets acquired by the Organization are considered to be owned by the Organization. Such property shall not be disposed of without written approval from the Organization. Fixed assets are recorded at cost, or if acquired by donation, at fair market value at the date of acquisition.

The Organization capitalizes property and equipment over \$500. Lesser amounts are charged to repairs and maintenance expense. Depreciation or amortization of all such items is computed on a straight-line basis over the estimated useful lives of the assets generally as follows:

Furniture and equipment	5 – 7 years
Software and website	3 years

(e) Income Tax Status

The Organization is exempt from Federal Income tax under Section 501 (c) (3) of the Internal Revenue Code. This section provides for an exemption from Federal income tax for Organizations that are operated exclusively for religious, charitable, scientific, literary, or educational purposes, no part of the net earnings inures to the benefit of any private shareholders or individuals. The Organization must, however, pay tax on the net profit from any unrelated business activities as defined under Section 511(a)(1) of the Internal Revenue Code. At December 31, 2013 the Organization had no unrelated business income. The Organization is also exempt from State of New Hampshire taxes.

(f) Contributions

Contributions are recognized when a donor makes an unconditional promise to give to the Organization. Contributions 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 restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets. Conditional contributions, such as matching grants, are not recognized until they become unconditional; that is, until all conditions on which they depend are substantially met. The Organization recognized no



NEW FUTURES, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2013

**NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

conditional grants during the year ended December 31, 2013. Contributions determined to be uncollectible are charged off against bad debt expense.

**(g) Advertising**

The Organization uses advertising to promote its programs among the audiences it services. Advertising costs are expensed when incurred except when the organization receives the benefit of these costs over a period longer than a year, in which case they would be capitalized and amortized over the expected period of future benefits. For the years ended December 31, 2013 advertising expenses were \$0.

**(h) Donated materials and services**

Donated materials, equipment, facilities and services are reflected as contributions in the accompanying statements at fair market value at date of donation.

The contributions of services are recognized if the services received (a) create or enhance non-financial assets or (b) require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation.

A significant portion of the Organization's functions are conducted by unpaid officers, board members and volunteers; however, the value of this contributed time is not reflected in the accompanying financial statements since the volunteers' time does not meet criteria for recognition.

**(i) Concentrations of credit risk**

The Organization maintains its cash balances in financial institutions located in New Hampshire. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. At December 31, 2013, the Organization had no uninsured cash balances.

**(j) Functional expense allocation**

The cost of providing various programs and other activities has been summarized on a functional basis in the statement of activities. The allocation of expenditures is made on the basis of specific identification and estimates of time spent and benefits derived.

Directly identifiable expenses are charged to programs and supporting services. Expenses related to more than one function are charged to programs and supporting services based on periodic time and expense studies. Management and general expenses include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of the Organization.

NEW FUTURES, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2013

**NOTE C – FUNDS HELD BY OTHERS**

The Organization is a beneficiary of the Substance Abuse Fund, a designated fund held and administered at the NHCF for the benefit of the Organization. Pursuant to the terms of the resolution establishing this fund, the fund is not included in these financial statements since all property contributed to the NHCF Substance Abuse Fund is considered contributions to the NHCF due to the variance power authorizing the NHCF to modify restrictions and/or beneficiaries of the fund resolution. In accordance with its spending policy, the NHCF makes distributions from the fund to the Organization. The distributions are approximately 4.03% of the market value of the fund per year.

For the year ended December 31, 2013, a total of \$400,279 was received from the fund and the market value of the fund's assets was \$9,932,481 on December 31, 2013.

**NOTE D – PREMIUM ONLY PLAN/FLEXIBLE SPENDING ACCOUNT**

The Organization has a Premium Only Plan for the benefit of its employees. Employees may elect to participate in this plan for payment of medical and dental insurance premiums with pre-tax monies deducted from their bi-weekly paycheck.

In addition, employees may elect to participate in a Flexible Spending Account for purposes of Medical Reimbursement and Dependent Care costs. These monies are also deducted pre-tax from employee bi-weekly paycheck. This account is separate from the Premium Only Plan and cannot be used for payment of insurance premiums.

There is no contribution required from the Organization to either of these plans other than administrative costs.

**NOTE E – RETIREMENT PLAN**

The Organization maintains a voluntary, contributory tax sheltered annuity plan. Eligibility begins after one year of employment or 1,000 hours of service, whichever is later. In 2013, the Organization contributed to the program at an annual rate of 5% of each eligible employee's salary including overtime and bonuses. Employees may also contribute a portion of their salary to the plan. Retirement plan contributions for the year ended December 31, 2013 amounted to \$18,517.

NEW FUTURES, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2013

**NOTE F – LEASE COMMITMENTS**

In June 2010 the Organization entered into an agreement to lease a Concord office space. Under this agreement, the Organization made a security deposit in the amount of \$6,723 and is required to make monthly rental payments ranging from \$3,361 to \$3,809 over the course of the five year lease. On December 10, 2013, the Organization signed First Amendment to Lease that extended the lease of Concord office space till January 31, 2019. Monthly base rent payments will range from \$5,996 to \$6,365. Rent expense for the year ended December 31, 2013, amounted to \$42,654. In addition to base rent, the Organization may be obligated to pay certain utilities and maintenance expenses.

During the year ended December 31, 2009, the Organization began leasing a copier. The term of the lease is for five years requiring monthly payments of \$240. Copier lease expense for the year ended December 31, 2013, amounted to \$3,190.

At December 31, 2013, minimum future commitments under the non-cancellable operating leases are as follows:

2014	\$72,821
2015	\$72,970
2016	\$73,285
2017	\$75,112
2018	\$76,291
After	<u>\$ 6,365</u>
	<u>\$376,844</u>

**NOTE G – CONCENTRATIONS**

For the year ended December 31, 2013, approximately 78% of the total revenue was funded from the NHCF through the Substance Abuse Fund and the Field of Interest grant. The future existence of the Organization is dependent upon continued support from the NHCF.

**NOTE H – SHARED SERVICES**

In April 2012, the Organization signed an agreement with NH Providers Association (NHPA), a New Hampshire not-for-profit with a similar mission. The revenue from this agreement is reported as Other Income in the statement of activities.

NEW FUTURES, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2013

**NOTE I – UNRESTRICTED NET ASSETS – BOARD DESIGNATED**

Under its agreement with the New Hampshire Charitable Foundation, the Organization may be permitted to retain any unspent funds and carry forward to use in a subsequent year. Those funds remain in Unrestricted Net Assets – Board Designated Fund until spent. At December 31, 2013, the Organization had a board designated balance of \$78,469.

**NOTE J – SUBSEQUENT EVENTS**

The Organization has evaluated subsequent events through April 21, 2014, the date the financial statements were available to be issued and has not been evaluated events after that date. Management has determined that there were no material subsequent events that require disclosure for the year ended December 31, 2013.

**NOTE K – TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets at December 31, 2013 are comprised of unused Medicaid Expansion grants in the amount of \$67,513.

**NOTE L – COMPENSATED ABSENCES**

The Organization maintains a sick time policy in which each employee is entitled to up to fifteen paid sick days each year (part-time employees accrue sick leave on a pro-rated basis). Unused sick days are allowed to be carried over to the next year to a maximum of thirty days but are not accrued as a liability of the Organization. The Organization also maintains paid vacation policy. Full-time employees are eligible for 7.5 to 12 days per year depending on tenure. The accrual of vacation starts on the first day of employment. Full-time and part-time employees working more than 30 hours per week can carry over up to 15 days per calendar year. Accrued vacation time over 15 days is forfeited. At December 31, 2013 the Organization had accrued compensated absences in the amount of \$14,968.

**NOTE M – COMPARATIVE INFORMATION**

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly such information should be read in conjunction with the organization's financial statements for the year ended December 31, 2012, from which the summarized information was derived.

NEW FUTURES, INC.  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2013

**NOTE N – PROPERTY AND EQUIPMENT**

Property and equipment are comprised of the following on December 31:

	<u>2013</u>
Equipment	\$89,849
Less: Accumulated depreciation	<u>(69,695)</u>
Total property and equipment, net	<u>\$20,154</u>

**NOTE O – INTANGIBLE ASSETS**

Intangible assets are comprised of the following on December 31:

	<u>2013</u>
Software	\$ 4,623
Website	19,150
Less: Accumulated amortization	<u>(21,130)</u>
Total intangible assets, net	<u>\$ 2,643</u>

**NEW FUTURES, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES**

**For the Year Ended December 31, 2013  
(with comparative totals for 2012)**

	Program Expenses	General and Administrative	2013 Total	2012 Total
<b>Wages and Related</b>				
<b>Wages</b>	\$ 236,606	\$ 175,881	\$ 412,487	\$ 418,513
Employee Benefits	16,138	36,142	52,280	54,606
Payroll taxes	19,905	17,502	37,407	39,850
<b>Total wages and related</b>	<u>272,649</u>	<u>229,525</u>	<u>502,174</u>	<u>512,969</u>
<b>Expenses</b>				
Rent and maintenance	-	42,654	42,654	44,429
Telephone, communications, internet	5,678	12,620	18,298	31,430
Professional fees	570	13,872	14,442	26,869
<b>Consultants</b>				
Medicaid Expansion	-	109,500	109,500	-
Government relations	29,326	-	29,326	27,028
Research and analysis	22,454	-	22,454	17,550
Travel and meals	5,874	10,151	16,025	21,649
Depreciation and amortization	-	13,769	13,769	16,464
Annual rewards	-	11,328	11,328	15,559
Office expenses	468	6,979	7,447	15,439
Professional development	4,097	5,086	9,183	14,635
Meetings and training	3,596	2,159	5,754	11,386
Computer expenses	-	6,363	6,363	10,658
Insurance	-	10,852	10,852	9,025
Program registrations	270	-	270	7,570
Printing and advertising	-	7,370	7,370	6,482
Membership, dues and fees	3,014	1,413	4,427	2,407
Other Expenses	726	3,056	3,782	-
<b>Total Expenses</b>	<u>\$ 348,722</u>	<u>\$ 486,696</u>	<u>\$ 835,418</u>	<u>\$ 791,549</u>

See notes to financial statements and auditors report

# New Futures Board Member Contact List 2015

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**Mike Cohen**  
**Board Chair**  
*Principal Consultant*  
*MJC Health Solutions, LLC*

**Tim Murray**  
**Board Vice Chair**  
*Owner/Consultant*  
*Crossroads Insurance Answers*

**Kelsea Hale**  
**Board Treasurer**  
*CPA*  
*Nathan Wechsler & Company*

**Mark McCue**  
**Board Secretary**  
*Partner*  
*Hinckley Allen*

**Margie Lim Morison**  
*Chief Nursing Officer*  
*Cottage Hospital*

**Marty Boldin**  
*Ph.D Student*

**Myron Kurtiak**  
*Director of Human Resources*  
*Waban Projects, Inc.*

**Ellen Eberhart**  
*Owner*  
*Eberhart Counseling, LLC*

**Jennifer Morris**  
*Human Resources Generalist*  
*FIRST*

**Sandy Pelletier**  
*CEO*  
*Gateways Community Services*

**Johane Telgener, M.Ed.**  
*Director, Center for Health Promotion*  
*Concord Hospital-Center for Health Promotion*

**Lynn Post**  
*President*  
*The Post Group*

# KRYSTINA BECK

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## QUALIFICATIONS AND COMPETENCIES

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- Reading Comprehension
  - Time Management
  - Service Orientation
  - Judgment and Decision Making
  - Instruction and Coordination
  - Office Assistant and Data Entry
  - Management of Material Resources
  - Management of Financial Resources
  - Supervisory Experience
- 

## PROFESSIONAL EXPERIENCE

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- Administrative Assistant, NH Children's Behavioral Health Collaborative, Concord, NH** 2014-Current
- Scheduling meeting and attending meetings for minute recording
  - Handling office supply orders, email and phone lines
  - Creating Excel spreadsheets, Access databases, flyers, business cards, newsletters and brochures
  - Recording keeping, creating budgets and reporting
  - Leading planning committees in development of events and activities
- Secret Shopper, Bonney Staffing Services, Portsmouth, NH** 2013-2014
- Traveling to stores in assigned districts, and purchases items as assigned
  - Documents information required by company completely and accurately
- Hostess/ Waitress, Ninety-Nine Restaurant, Seabrook, NH** 2009-2012
- Greet guests and seat them at tables or in waiting areas.
  - Ensured dining details are handled properly and customers' concerns are addressed
  - Operate cash registers to accept payments for food and beverages.
  - Assign patrons to tables suitable for their needs and according to rotation
- Administrative Assistant & Data Entry, Kelly Services, Chelmsford, MA** 2006-2007
- Answer phone calls and direct calls to appropriate person
  - Process paperwork using Microsoft Office, Excel, or generate electronic reports via Oracle
  - Perform general office duties, such as ordering supplies and handling incoming and outgoing mail
  - Complete work schedules, manage calendars and arrange appointments
- 

## VOLUNTEER EXPERIENCE

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- NHEP Workplace Success Career Center, Rochester NH** 2012-2014
- Maintain and update filing, and operate office machines
  - Maintain supply inventory
  - Answer phone, direct calls and take messages
  - Supervising student activates
  - Creating and dismantling files
  - Using Office equipment (Fax, copy, printer, and computers)
  - Assisted in locating volunteer positions
- 

## EDUCATION

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- |                                                  |                     |                    |
|--------------------------------------------------|---------------------|--------------------|
| Great Bay Community College, Portsmouth, NH      | Business Management | Currently enrolled |
| Greater Lowell Technical High School, Lowell, MA | Marketing           | 2006               |
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## NOTABLE ACHIEVEMENTS

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- Inducted Member of Kappa Beta Delta, International Honor Society for Business Programs** 2014



LINDA SAUNDERS PAQUETTE

EDUCATION

Juris Doctor, May 1978	Franklin Pierce Law Center Concord, NH
Bachelor of Arts, Psychology, June 1975 Dean's List; Graduated with Departmental Honors	Dominican College Blauvelt, NY
<i>Systems Thinking: A Language for Learning and Action</i> , September 1994 Completed course in systems approach to organizations and problem-solving	Babson Center for Executive Education Boston, MA
Administrative Law, June 1997 Two-week course in administrative decision-making	National Judicial College Reno, NV
Mediation Certification, June 1998 Completed forty hours of training for certification as mediator	National Association of Administrative Law Judges
Continuous Improvement Practitioner, April 2010 Completed training for LEAN continuous improvement certification	State of New Hampshire Bureau of Education and Training

Admitted to Practice Law: State of New Hampshire; United States District Court - District of New Hampshire; United States Court of Appeals - First Circuit

EMPLOYMENT

- 2010-Present**    **Executive Director, New Futures, Inc., Concord, New Hampshire**  
Serve as executive of nonprofit that advocates, educates and collaborates to prevent and reduce alcohol and other drug problems in New Hampshire. Responsible for all aspects of management, including but not limited to supervising all staff, budget, strategic direction, media relations, legislative advocacy, advocacy training, policy initiatives.
- 1996-Present**    **State of New Hampshire, Department of Health and Human Services, Concord, New Hampshire**  
**Positions Held:**  
    **2004 - Present**    **Administrator, Office of Improvement, Integrity and Information/LEAN Coordinator**  
Responsible for creating office and managing program integrity, quality assurance, and continuous improvement activities for department, including business process review and improvement and service delivery transformation.  
    **2000-2004**        **Deputy Director, Division of Behavioral Health**  
Responsible for establishing maintaining, implementing and coordinating mental health services in New Hampshire through the community mental health system, New Hampshire Hospital, and Glencliff Home for the Elderly. Primarily responsible for administration of the community mental health system, including state budget

development and oversight, implementing policy, legislative interaction, management of information technology, hiring and supervising division personnel.

**1999-2000 Chief Legal Counsel and Legislative Liaison, Division for Children, Youth and Families**

Responsible for division's legislative agenda, including tracking, testifying and lobbying on all bills related to child protection, child care, and delinquency; supervise seventeen division attorneys; act as liaison to courts; fulfill general counsel role for division.

**1996-1999 Manager, Administrative Appeals Unit**

Responsible for creating and managing a centralized hearings bureau within the NH Department of Health and Human Services, supervising and training all hearings officers and support staff, conducting administrative hearings on a broad range of issues, advising administratively attached boards regarding hearings process, drafting policy and administrative rules regarding the hearings process, and coordinating with all department divisions on issues related to the administrative appeals process.

**1993-1996 Hearing Officer and Legal Consultant, State of New Hampshire, Division of Mental Health and Developmental Services (DMHDS), Concord, New Hampshire**

Contracted with the State of New Hampshire to conduct and hear the agency's administrative appeals and to provide counsel per request.

**1989-1994 Acting Justice, Concord District Court, Concord, New Hampshire**

Presided over judicial hearings regarding the involuntary, emergency admission of persons to New Hampshire Hospital, an acute psychiatric facility.

**1983-1994 Professor and Director of Trial Advocacy, Franklin Pierce Law Center, Concord, New Hampshire**

Taught courses in Evidence, Advanced Evidence, Trial Advocacy, and Advanced Trial Advocacy to second and third-year law students. Administered Trial Advocacy/Evidence segment of curriculum, which involved designing trial advocacy courses, hiring and supervising adjunct faculty who taught within the program.

**1979-1983 Managing Attorney, Belknap/Merrimack County Office, New Hampshire Public Defender Program, Concord, New Hampshire**

Represented indigent defendants (juveniles and adults) on delinquency, misdemeanor, and felony charges in district and superior courts. Responsible for caseload of approximately fifty-five cases. As managing attorney of the office from 1980 to 1983, responsible for administration of office, including hiring and supervision of office attorneys, support staff, and law students.

**1978-1979 Director, Elderly Legal Services Development Program, New Hampshire Bar Association, Manchester, New Hampshire**

Responsible for administering federal grants to improve and expand legal services for New Hampshire's elderly population. Responsibilities included devising and implementing Elderly Lawyer Referral Service, providing backup service for members of the private bar handling elderly cases, establishing and training a network of "advocacy assistants" with regard to legal issues affecting the elderly, monitoring state and federal legislation affecting the elderly, and organizing the New Hampshire Elderly Coalition.

### CONSULTATION

**1995-1996 Advisory Group - United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment, Rockville, Maryland.**

Invited to advise agency on policy issues related to improving services in the area of co-occurring substance abuse and mental health disorders.

- 1995**            **Grant Review Committee - United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment, Rockville, Maryland.**  
Participate as member of Initial Review Committee to assess technical merit of grant applications from jurisdictions responding to Guidance for Applications No. TI 95-04, Demonstration Cooperative Agreements for Development and Implementation of Criminal Justice Treatment Networks.
- 1994-1996**      **Technical Assistance Facilitator - State of South Dakota, Center for Substance Abuse Treatment, Rockville, Maryland.**  
Provide ongoing assistance to the South Dakota Division of Alcohol and Drug Abuse (DADA) in developing and implementing a statewide, comprehensive continuum of care program for juveniles in need of alcohol or other drug prevention and/or treatment services. Facilitation involves developing and drafting the program plan, negotiating agreements between DADA, the United Judicial System (UJS), the Department of Corrections (DOC), tribal councils, and other agencies regarding their respective roles in the administration, oversight, and delivery of services pursuant to the program plan, and directing implementation of the plan over a three-year period.
- 1994**            **Trainer, Regional Training Seminar on "Treatment for Alcohol and Other Drug Abuse: Opportunities for Coordination," Sponsored by State Justice Institute and Center for Substance Abuse Treatment, Baltimore, Maryland.**  
Provide training to judges, legislators, court officials and others from nine Mid-Atlantic States regarding systems collaboration to address the problem of family violence.
- 1994**            **Expert Consensus Panel, Center for Substance Abuse Treatment, Rockville, Maryland.**  
Participated on panel to develop Treatment Improvement Protocol for *Combining Alcohol and Other Drug (AOD) Abuse Treatment with Diversion for Juveniles in the Justice System.*

#### PUBLICATION REVIEW

- 1995**            **Field Reviewer, Center for Substance Abuse Treatment, Rockville, Maryland.**  
Reviewed Treatment Improvement Protocol, *Combining Alcohol and Other Drug Abuse Treatment with Diversion for Juveniles in the Justice System.*
- 1994**            **Field Reviewer, Center for Substance Abuse Treatment, Rockville, Maryland.**  
Reviewed Treatment Improvement Protocol, *Planning for Alcohol and Other Drug Abuse Treatment for Adults in the Criminal Justice System.*

#### **SELECTED MEMBERSHIPS**

- 1978-Present**   **New Hampshire Bar Association**  
Elected by the membership to serve on the Board of Governors; served on numerous committees, including but not limited to the Finance Committee, Long Range Planning Committee and Long Range Planning Implementation Committee.
- 1994-2000**      **New Hampshire Bar Foundation Board**
- 1988-1999**      **New Hampshire Trial Lawyers Association**  
Elected by membership to hold each office within the organization, including President. Served on and chaired numerous committees during term of membership

- 2001- 2005**     **New Hampshire Healthcare Initiative on Domestic and Sexual Violence – Leadership Team**
- 2002-2005**     **New Hampshire Governor’s Commission on Domestic and Sexual Violence**
- 2004-2010**     **New Hampshire Governor’s Interagency Council on Homelessness**
- 2011-Present**   **National Alliance on Mental Illness - New Hampshire**  
Elected by membership to serve on Board of Directors. Member of Policy Committee.

**HONORS AND AWARDS**

- January 2009**   **Recipient of the NH Bar Association Judge Philip S. Hollman Gender Equality Award**
- May 2008**      **Department of Health and Human Services Artisan of the Month**
- March 1995**   **Coach, State Champion Mock Trial Team, Maple Street School, Contoocook, New Hampshire, Elementary Division, New Hampshire Bar Association Mock Trial Competition.**
- March 1995**   **Appointed by the Chief Justice of the New Hampshire Supreme Court to the New Hampshire Judicial Branch State Team to attend the First National Conference on Eliminating Race and Ethnic Bias in the Courts, Albuquerque, New Mexico.**
- January 1994**   **Recipient of the New Hampshire Bar Association 1994 President's Award for Distinguished Service to the Legal Profession.**
- June 1993**     **Recipient of the New Hampshire Trial Lawyers Association 1993 President's Award for Distinguished Service.**
- June 1991**     **Recipient of the New Hampshire Trial Lawyers Association 1991 President's Award for Distinguished Service.**

**REFERENCES UPON REQUEST**

# Effie Malley

- Summary**
- Over 10 years' experience with nonprofit, university, and public organizations in program development in health and social services
  - Public sector experience includes directing a state agency; managing federal programs; and advising governor and legislature on state budget
  - Led strategic work with foundations, boards, and philanthropists
- Education**
- HARVARD UNIVERSITY, John F. Kennedy School of Government** Cambridge, MA  
Master in Public Administration
- UNIVERSITY OF NEW HAMPSHIRE** Durham, NH  
Bachelor of Arts, *cum laude*
- Professional Experience**
- 2014-present **NH CHILDREN'S BEHAVIORAL HEALTH COLLABORATIVE, NEW FUTURES** Concord, NH  
Director
- Lead coalition in implementing a plan to transform the behavioral health system, following a collective impact approach
  - Develop and implement plan for internal and external communications
  - Establish and recruit workgroups to carry out the plan
- 2012-2014 **EFFIE MALLEY CONSULTING**  
Consultant
- Served as content editor for two mental health training publications
  - Reviewed and made recommendations for programs for national best practices registry
  - Initiated organizational assessment and strategic planning with international nonprofit organization
- 2010-2012 **AMERICAN ASSOCIATION OF SUICIDOLOGY (AAS)** Washington, DC  
Center Director
- Led start-up of AAS National Center for the Prevention of Youth Suicide
  - Oversaw budget and strengthened fund development practices
  - Served as expert spokesperson and trainer: gave interviews, responded to media requests, and developed and led training sessions
  - As quarterly newsletter editor, strengthened content and established procedures
- 2006-2010 **EDUCATION DEVELOPMENT CENTER** Newton, MA  
Senior Prevention Specialist
- Built capacity of state agencies, nonprofits, coalitions, and tribal groups implementing multi-year federal grants and state plans
  - Developed and supervised contract with a national policy organization
  - Researched, analyzed data, wrote publications, provided technical assistance, and presented on suicide prevention
- 2001-2006 **IRVING AND BARBARA GUTIN FOUNDATION** Boca Raton, FL  
Director and Concord, NH
- Directed first 5 years of a family's operating foundation and oversaw budget
  - Co-led the development and implementation of the NH suicide prevention state plan
  - Developed and supervised programs in suicide prevention with statewide and national organizations that subsequently earned best practice designation
- 2001, 2004 **ENDOWMENT FOR HEALTH** Concord, NH  
Consultant

- Led grant review team in new foundation's first grant cycle
- Wrote issue paper on mental health for consideration as Endowment funding priority

2001-2006	<b>NEW HAMPSHIRE CHARITABLE FOUNDATION</b> Consultant	Concord, NH
	<ul style="list-style-type: none"> <li>• Advised applicants about proposals to statewide community foundation</li> <li>• Reviewed grants and made funding recommendations to foundation staff and boards</li> </ul>	
2000-2001	<b>THE KREMPELS FOUNDATION AND BRAIN INJURY ASSOCIATION OF NH</b> Consultant	Portsmouth and Concord, NH
	<ul style="list-style-type: none"> <li>• Developed human resources and funding infrastructure, and hired staff during the start-up of a statewide foundation to assist people with brain injury</li> <li>• Designed and oversaw start-up of a unique, community-based program, the "Krempels Center" (formerly "Steppingstones"), an ongoing program for people with brain injuries and their families</li> </ul>	
1991-1994	<b>SAP (SYSTEME, APPLIKATIONEN, UND PRODUKTE)</b> Project Manager	Walldorf, Germany
	<ul style="list-style-type: none"> <li>• Made recommendations for enterprise software in German at high-level meetings</li> <li>• Analyzed processes in product planning, development, and production to improve delivery time and reduce costs</li> </ul>	
1988-1991	<b>N.H. DIVISION FOR CHILDREN AND YOUTH SERVICES</b> State Director	Concord, NH
	<ul style="list-style-type: none"> <li>• Directed \$50-million agency with over 600 staff with responsibility for child protection, psychiatric services, and juvenile services</li> <li>• Increased child abuse prevention funds by 70%</li> <li>• As part of a staff retention initiative, won legislative and executive approval for a salary increase for 150 social workers at a time when all other state salaries were frozen</li> </ul>	
1987-1988	<b>NEW HAMPSHIRE OFFICE OF STATE PLANNING</b> State Coordinator of Federal Funds	Concord, NH
	<ul style="list-style-type: none"> <li>• Invited to the White House to present financial impact of NH's welfare reform proposal to board advising US President</li> <li>• Coordinated state agencies' regulatory reform proposals for submission to a US presidential task force</li> </ul>	
1984-1987	<b>OFFICE OF THE GOVERNOR, STATE OF NEW HAMPSHIRE</b> Budget Advisor	Concord, NH
	<ul style="list-style-type: none"> <li>• Advised governor on the state Department of Health and Human Services budget, and presented executive budget proposals to legislature</li> <li>• Coauthored a report on poverty in NH, resulting in increased welfare payments and extension of health insurance benefits</li> </ul>	
<b>Community Leadership</b>		
2010-present	<b>THOMAS W HAAS TRUSTS</b> Charitable Distribution Committee, elected member	Portsmouth, NH
2011-2012	<b>CHILD WELFARE LEAGUE OF AMERICA</b> Mental Health Advisory Board, board member	Washington, DC
2004	<b>EXCELLENCE IN NONPROFIT GOVERNANCE COMMITTEE</b> 21-member group convened by NHCF and NH Office of Attorney General	Concord, NH
1996-present	<b>FAMILIES FIRST HEALTH AND FAMILY SUPPORT CENTER</b> Former Board Chair and Chair of Endowment Campaign. Current Advisory Board member	Portsmouth, NH
1980-1982	<b>PRESIDENT'S COMMISSION ON THE STATUS OF WOMEN, UNH</b> Member appointed by President Evelyn Handler	Durham, NH

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: New Futures, Inc.

Name of Program: Family support and mental health awareness, youth treatment planning

BUDGET PERIOD: SFY 15		SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
NAME	JOB TITLE	\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)		\$0	0.00%	\$0.00

BUDGET PERIOD: SFY 16		SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
NAME	JOB TITLE	\$23,374	36.00%	\$8,435.00
Kyстина Beck	Administrative Assistant (Part-time)	\$0	0.00%	\$0.00
Linda Paquette	Director	\$76,500	20.00%	\$14,920.00
Effe Mailley	Collaborative Director	\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)		\$0	0.00%	\$0.00

Sal. \$15.50 x 29 x 52 = \$23,374 \$3,700 SOC for 12 mo. (20%) + 4,735 SYTP Nov - June = 8,435  
 0 from SOC, \$14,920 fr SYT-P for 8-9 mo. 76,500x .20 = 15,300 x 1.3 benes = 19,890 for full year



Nicholas A. Toumpas  
Commissioner

Lorraine Bartlett  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
*DIVISION FOR CHILDREN, YOUTH & FAMILIES*

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-4451 1-800-852-3345 Ext. 4451  
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 15, 2015

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

Sole Source

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into a **sole source** agreement with New Futures, Inc. (Vendor # 159257), 10 Ferry St, Suite 307, Concord, NH 03301, for the provision of family and community support networks for families of children with Serious Emotional Disturbances and Substance Use Disorders in an amount not to exceed \$149,138.89, effective upon Governor and Executive Council approval through September 30, 2016. 100% Federal Funding.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

**05-95-42-421010-12380000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, FAST FORWARD GRANT**

Fiscal Year	Class/Object	Title	Activity Code	Amount
2016	102-500731	Contracts for Program Services	42103802	\$122,677.78
2017	102-500731	Contracts for Program Services	42103802	\$26,461.11
			<b>Total:</b>	<b>\$149,138.89</b>

**EXPLANATION**

This request is **sole source** because the Substance Abuse and Mental Health Services Administration mandated that states applying for the System of Care Expansion Implementation Grant identify specific participating organizations at the time of the grant application. Each year's grant award is then predicated on the vendor's continued partnership and participation. The partnership we have established with this vendor is critical to continue this work as well as seeing that the work can continue and be effective beyond the grant period. The grant was awarded based on New Futures, Inc. being an organization and key partner that has previously worked in concert with the State's Community Based Care System and can develop family support and leadership activities for families experiencing issues with co-occurrences of substance use and mental health disorders.



The purpose of this agreement is to expand existing family and community support networks for families of children with a Serious Emotional Disturbance and Substance Use Disorder. The vendor will promote family leadership by building an infrastructure that consists of professional and volunteer development in order to enhance access to treatment for children with Serious Emotional Disturbances and Substance Use Disorders and their families. Additionally, the vendor will develop education and social marketing materials related to children with Serious Emotional Disturbances and Substance Use Disorders as well as improve communication among stakeholders.

This agreement includes language that reserves the Division's right to renew the contract for up to four additional years subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council

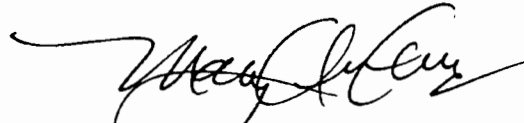
Should the Governor and Executive Council not authorize this request; the momentum to transform our children's mental health service delivery system will be significantly impaired. The progress and collaborative work to date of the public systems, family organizations and community providers will likely dissipate and the opportunity to improve outcomes for New Hampshire's children and youth, and their families will be lost.

Area Served: Statewide

Source of Funds: 100% Federal Funds

In the event that federal funds are no longer available, General funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

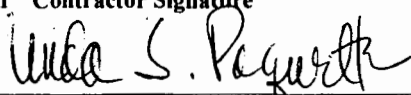
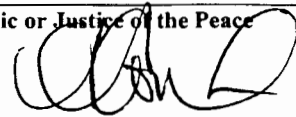
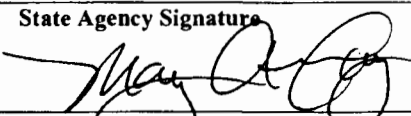
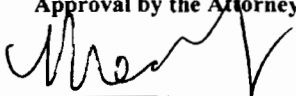
Subject: Family & Community Support Networks for Families with Children with Severe Emotional Disturbances and Substance Abuse Disorders

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Division for Children, Youth, and Families		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord NH 03301	
<b>1.3 Contractor Name</b> New Futures, Inc.		<b>1.4 Contractor Address</b> 10 Ferry Street Suite 307 Concord NH 03301	
<b>1.5 Contractor Phone Number</b> 603-225-9540	<b>1.6 Account Number</b> 05-095-42-421010-12380000	<b>1.7 Completion Date</b> September 30, 2016	<b>1.8 Price Limitation</b> \$149,138.89
<b>1.9 Contracting Officer for State Agency</b> Eric Borrin		<b>1.10 State Agency Telephone Number</b> (603) 271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> LINDA S. PAQUETTE, EXECUTIVE DIR.	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Merriamuck</u> On <u>6/9/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> <u>April Couture, Notary</u> APRIL L. COUTURE, Notary Public My Commission Expires May 25, 2016			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> <u>MARY ANN COONEY</u> Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Megan A. Yague Attorney On: <u>6/25/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials:           
Date: 6/9/15

**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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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

Contractor Initials: BP  
Date: 6/9/15

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**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 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.
- 1.2. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3. The Contractor shall submit a detailed description of the language assistance service 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.

#### 2. SCOPE OF SERVICES

- 2.1. The Contractor shall expand existing family and community support networks for families of children with a Serious Emotional Disturbance (SED) and Substance Use Disorder (SUD).
- 2.2. The Contractor shall provide one (1) part-time Family Support Coordinators, who will perform, but not be limited to, the following services/duties/responsibilities:
  - 2.2.1. Serving on work groups, advisory councils and committees associated with the System of Care Grant (FAST Forward) as necessary;
  - 2.2.2. Supervising the family support group facilitators for the two new groups below; and
  - 2.2.3. Reporting on the above activities to the Executive Director, of New Futures or his/her designee.
- 2.3. The Contractor shall promote family leadership by recruiting, training and supporting four (4) family leadership candidates (Family Facilitators).
  - 2.3.1. The Contractor shall enroll the Family Facilitators in the National Alliance for the Mentally Ill (NAMI) Family Leadership Training Program.
  - 2.3.2. The Contractor shall ensure that family facilitators will be prepared to provide peer to peer support to families being served by the System of Care project by ensuring that the family facilitators are trained in System of care modules and in FAST Forward program.
- 2.4. The Contractor shall develop and support two (2) new regional support groups for families of children with SED and/or SUD.



## **Exhibit A**

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- 2.4.1. The Contactor shall demonstrate they have established these support groups by providing the FAST Forward, Program Manager with the following:
    - 2.4.1.1. Copies of flyers and emails noting the date/time/location of meetings.
    - 2.4.1.2. Copies of reports or other narratives that detail outreach and marketing efforts.
    - 2.4.1.3. Certification that meetings occurred including duration, frequency, and attendance.
  - 2.5. The Contractor shall assess the need for additional support groups based on the children and families served by the System of Care.
    - 2.5.1. The Contractor shall develop additional support groups in those areas necessary to meet those family needs.
  - 2.6. The Contractor shall host one (1) "Connecticut Community for Addiction Recovery" (CCAR) Recovery Coach Academy targeted at family members.
    - 2.6.1. The Contractor shall provide scholarships for six (6) parents or youth.
  - 2.7. The Contractor shall provide professional and volunteer development that will enhance access to treatment for children with SED and/or SUD, and their families and also increase the awareness of and support the Children's Behavioral Health Collaborative plan.
    - 2.7.1. The Contractor shall hold a summit for up to one-hundred and seventy-five (175) stakeholders, including youth, family members, staff of organizations serving youth and providers.
  - 2.8. The Contractor shall develop educational and social marketing materials related to children/youth with SED and/or SUD, and their families.
    - 2.8.1. Materials will reflect Children's Behavioral Health Collaborative branding and may include a design of the visual of the structure and plan, policy priorities based on the plan, and infographics related to children and youth with SED and/or SUD.
    - 2.8.2. All education and social marketing material will be approved by the communications and social marketing workgroup.
  - 2.9. The Contractor shall improve communication among stakeholders by website enhancement which will include but not be limited to:
    - 2.9.1. Enhancing and maintaining the Children's Behavioral Health Collaborative website;
    - 2.9.2. Ensuring the website includes cohesive content about the System of Care project; and
    - 2.9.3. Working with the system of care staff, to oversee the planning and work, to expand content for family and youth audiences and increase general awareness about behavioral health.
  - 2.10. The Contractor shall support the work of the Children's Behavioral Health Collaborative and increase meaningful involvement of families and youth by



## **Exhibit A**

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implementing the Children's Behavioral Health Collaborative plan. The Contractor shall:

- 2.10.1. Provide training, advocacy training, and/or mentoring for families, youth and other stakeholders.
- 2.10.2. Make funds available to facilitate the participation of families and youth (for example, for travel, mentoring, work release stipends, child care and communications access).
- 2.11. The Contractor shall collect, organize and report all data relevant for grant reporting to Antioch University.
  - 2.11.1. Data collection and reporting shall include but not be limited to:
    - 2.11.1.1. National Outcome Measures (NOMS) or its equivalent client data;
    - 2.11.1.2. Infrastructure Development, Preventions and Mental Health Promotion (IPP) data or its equivalent required by SAMHSA and collected by Antioch University; and
    - 2.11.1.3. Other data related to the evaluation activities of the System of Care, as defined by Antioch University
- 2.12. The Contractor shall report on activities to the System of Care, Program Manager by the 20<sup>th</sup> of each month. The report will include but are not limited to;
  - 2.12.1. Number of family support groups being run;
  - 2.12.2. Location of these support groups;
  - 2.12.3. Average number of families attending support groups;
  - 2.12.4. Number of family facilitators trained; and
  - 2.12.5. Number, frequency and time spent on individual family support activities.





Exhibit B

**Method and Conditions Precedent to Payment**

1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.
  - 1.1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.243, Federal Agency Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse and Mental Health Services\_Projcts of Regional and National, for provision of services pursuant to Exhibit A, Scope of Services.
  - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. Payment for expenses shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, within thirty (30) days of receipt and approval of the contractor's invoice.
  - 2.1. The Contractor will ensure all invoices clearly identify the amount requested and the services performed during the time period. Invoices must contain, at minimum the following:
    - 2.1.1. The amount requested;
    - 2.1.2. A detailed account of the work performed;
    - 2.1.3. A list of all deliverables completed during the prior months, as outlined in Exhibit A – Scope of Services;
    - 2.1.4. Separately identified work and the amount attributable and performed by an approved subcontractor.
      - 2.1.4.1. For work performed by any approved subcontractor, the contractor must include a copy of the original invoice(s) received from the subcontractor during the invoice period along with their quarterly invoice to the Department (the contractor is responsible for reviewing, approving and paying subcontractors directly).
  - 2.1.5. Separately identify any expenses incurred by the Contractor that will be considered Non-Federal Match per the funding grant requirements.
- 2.2. The Contractor will provide the dollar amount and allocation of the contractor's required 20% match for each invoice submitted and certify that the match amount was not derived from federal funds or used as match against any other state contract or federal program.

WPA  
6/9/15



Exhibit B

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- 2.3. Invoices must be submitted by the 20<sup>th</sup> of each month to:  
System of Care, Project Manager  
NH Department of Health and Human Services  
Division for Children, Youth and Families  
129 Pleasant Street  
Concord, NH 03301
- 2.4. Expenditures shall be in accordance with the approved line item budget shown in Exhibit B-1 and Exhibit B-2.
3. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
4. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
6. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
7. Notwithstanding paragraph 18 of 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.

WSP  
6/11/15

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

Bidder/Program Name: New Futures, Inc.

Budget Request for: Family support network for families of children with serious emotional disturbances and substance use disorders and further the work of the Children's Behavioral Health Collaborative

Budget Period: July 1, 2015 - June 30, 2016

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 27,562.00	\$ -	\$ 27,562.00	\$ 23,862.00	\$ -	\$ 23,862.00	\$ 3,700.00	\$ -	\$ 3,700.00
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
6. Travel	\$ 1,300.00	\$ -	\$ 1,300.00	\$ -	\$ -	\$ -	\$ 1,300.00	\$ -	\$ 1,300.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 17,000.00	\$ -	\$ 17,000.00	\$ -	\$ -	\$ -	\$ 17,000.00	\$ -	\$ 17,000.00
13. Other (specific details mandatory)	\$ 320.00	\$ -	\$ 320.00	\$ -	\$ -	\$ -	\$ 320.00	\$ -	\$ 320.00
Subcontract w/ HOPE for NH Recovery	\$ 85,830.00	\$ -	\$ 85,830.00	\$ -	\$ -	\$ -	\$ 85,830.00	\$ -	\$ 85,830.00
SUBTOTAL	\$ 134,272.00	\$ -	\$ 134,272.00	\$ 23,862.00	\$ -	\$ 23,862.00	\$ 110,410.00	\$ -	\$ 110,410.00
Administrative Overhead	\$ 12,267.78	\$ 0.9%	\$ 12,267.78	\$ -	\$ -	\$ -	\$ 12,267.78	\$ -	\$ 12,267.78
TOTAL EXPENSES	\$ 146,539.78	\$ -	\$ 146,539.78	\$ 23,862.00	\$ -	\$ 23,862.00	\$ 122,677.78	\$ -	\$ 122,677.78

- 1. Salary and wages - Admin Asst at 0.3 HPW x 50 wks at \$14.50
- 5. Office supplies - supplies related to conferences, meetings, communications, printing, copying
- 6. Travel - related to conferences and Collaborative meetings
- 10. Marketing - to disseminate materials, including conference fees
- 12. Subcontracts/Agreements
  - a. In support of Collaborative's plan and mental health awareness, hosting mtgs and conf's, website, ad and marketing materials
  - b. With HOPE for NH Recovery
- 13. Other - General support of Collaborative activities

Contractor Initials: *6/9/15*  
Date: *6/9/15*

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

Bidder/Program Name: New Futures, Inc.

Budget Request for: Family support network for families of children with serious emotional disturbances and substance use disorders and further the work of the Children's Behavioral Health Collaborative

Budget Period: July 1, 2016 - September 30, 2016

Line Item	Total Program Cost			Contractor Share / Break			Funded by DHH contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 5,801.00	\$ -	\$ 5,801.00	\$ 5,066.00	\$ -	\$ 5,066.00	\$ 925.00	\$ -	\$ 925.00
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Deprecation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
6. Travel	\$ 340.00	\$ -	\$ 340.00	\$ -	\$ -	\$ -	\$ 340.00	\$ -	\$ 340.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ 50.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 4,250.00	\$ -	\$ 4,250.00	\$ -	\$ -	\$ -	\$ 4,250.00	\$ -	\$ 4,250.00
13. Other (specific details mandatory)	\$ 80.00	\$ -	\$ 80.00	\$ -	\$ -	\$ -	\$ 80.00	\$ -	\$ 80.00
Subcontract w/ HOPE for NH Recovery	\$ 17,670.00	\$ -	\$ 17,670.00	\$ -	\$ -	\$ -	\$ 17,670.00	\$ -	\$ 17,670.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 20,781.00	\$ -	\$ 20,781.00	\$ 5,066.00	\$ -	\$ 5,066.00	\$ 23,815.00	\$ -	\$ 23,815.00
Administrative Overhead	\$ 2,646.11	\$ 0.0%	\$ 2,646.11	\$ -	\$ -	\$ -	\$ 2,646.11	\$ -	\$ 2,646.11
TOTAL EXPENSES	\$ 23,427.11	\$ -	\$ 23,427.11	\$ 5,066.00	\$ -	\$ 5,066.00	\$ 26,461.11	\$ -	\$ 26,461.11

- 1. Salary and wages - Admin Asst at 6.3 HPW x 50 wks at \$14.50
- 2. Office supplies - supplies related to conferences, meetings, communications, printing, copying
- 3. Travel - related to conferences and Collaborative meetings
- 4. Marketing - to disseminate materials, including conference fees
- 5. Subcontracts/Agreements
  - a. In support of Collaborative's plan and mental health awareness, hosting mtgs and conf's, website, ad and marketing materials
  - b. With HOPE for NH Recovery
- 6. Other - General support of Collaborative activities

Contract # 16-115  
 Date 6/15/16



**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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6/9/15



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

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

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

Contractor Initials: *[Handwritten Signature]*  
Date: *6/29/15*



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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6/29/15



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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6/9/15





- 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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6/9/15



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
  - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000; and
4. The Division reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Contractor Initials: *hsp*  
Date: *6/9/15*



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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6/9/15

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name:

6/9/15  
Date

Linda S. Paquette  
Name: LINDA S. PAQUETTE  
Title: EXECUTIVE DIRECTOR

Contractor Initials bsp  
Date 6/9/15



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

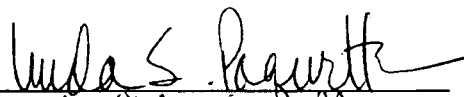
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name:

6/9/15  
Date

  
Name: LINDA S. O PAQUETTE  
Title: EXECUTIVE DIRECTOR

b3p  
6/9/15



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

*[Handwritten Signature]*  
Date 6/9/15



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

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

**PRIMARY COVERED TRANSACTIONS**

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

Date 6/9/15

Linda S. Paquette  
Name: LINDA S. PAQUETTE  
Title: EXECUTIVE DIRECTOR

Contractor Initials

Date

LP  
6/9/15



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

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

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

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

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

Exhibit G

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

Contractor Initials

*bsp*

Date

*6/9/15*



New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

6/9/15  
Date

Linda S. Paquette  
Name: LINDA S. PAQUETTE  
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

bp  
Date 6/9/15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

Date 6/9/15

Linda S. Paquette  
Name: LINDA S. PAQUETTE  
Title: EXECUTIVE DIRECTOR

Contractor Initials LSP  
Date 6/9/15



Exhibit I

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

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

(1) **Definitions.**

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



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

BSA  
6/9/15



Exhibit I

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

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

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

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

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

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

*BP*  
Date *6/9/15*



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.

3/2014

Contractor Initials

BAP  
Date 6/9/15



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.

NH DHHS  
The State

[Signature]  
Signature of Authorized Representative

MARY ANN BOONEY  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

6/25/15  
Date

NEW FUTURES  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

LINDA S. PAQUETTE  
Name of Authorized Representative

EXECUTIVE DIRECTOR  
Title of Authorized Representative

6/9/15  
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:

Date 6/9/15

Linda S. Paquette  
Name: LINDA S. PAQUETTE  
Title: EXECUTIVE DIRECTOR

LP  
Date 6/9/15



**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: 024061297
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: _____

hsp  
6/9/15