



Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 20, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to exercise a renewal option and amend an existing **sole source** agreement with New Hampshire Jobs for America's Graduates (NH-JAG), Vendor # 158930, 175 Ammon Drive, Suite 212, Manchester, NH 03103, to provide dropout prevention, youth development, and school-to-career transition program services to students facing multiple barriers to success, by increasing the price limitation by \$250,000 from \$250,000 to \$500,000 and by extending the completion date from June 30, 2019 to June 30, 2020, effective upon Governor and Executive Council approval. 100% General Funds.

This agreement was originally approved by the Governor and Executive Council on July 11, 2018, Item #8.

Funds are available in the following account for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-45-450010-61270000 - HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

SFY	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prog Svc	45030222	\$250,000	\$0	\$250,000
2020	102-500731	Contracts for Prog Svc	45030222	\$0	\$250,000	\$250,000
			Total	\$250,000	\$250,000	\$500,000

EXPLANATION

This request is **sole source** because NH-JAG is the only provider of the nationally recognized Jobs for America's Graduates model, comprised of six tested and proven program applications, for economically disadvantaged youth in the State. NH-JAG has earned the highest and most demanding national performance award given by Jobs for America's Graduates, the "5 of 5 Award", for twelve consecutive years.

The purpose of this request is to continue to provide dropout prevention, youth development and school-to-career transition program services to students facing multiple barriers to success. Programs are designed to provide individuals with the tools needed to succeed in high school and pursue career and post-secondary educational credentialing. NH-JAG facilitates learning, skill development, and community involvement to empower participants to identify career objectives with the goal of aiding economically disadvantaged youth in successfully transitioning into the labor market and becoming active and contributing members of the community.

Approximately 140 individuals will be served from July 1, 2019 through June 30, 2020.

The original agreement included language in Exhibit C-1 that allows the parties to renew the contract for up to one year, subject to the continued availability of funding, satisfactory performance of service, the written authorization of the parties, and approval from the Governor and Executive Council. The parties agree to exercise this one year renewal option.

NH-JAG serves high school students at the following schools: Laconia, Littleton, Newport, and Winnacunnet. Students receive extensive services and supports designed to keep young people in school through graduation, improving their chance at success in achieving their educational and career goals. Students are provided individual and group classroom instruction focused on the mastery of employability competencies, engage in intensive career exploration, participate in projects that assist in developing viable workplace skills, develop leadership skills, obtain assistance in exploring post secondary education, and receive guidance and support as they make significant career and life decisions. Data on participants revealed a 57% reduction in disciplinary referrals, a 22.7% increase in GPA, and a 24.7% reduction in unexcused absences. NH-JAG indicates that there are already 100 students interested in this program for the 2019/2020 school year.

NH-JAG effectiveness in delivering services is monitored measured via the following performance measures:

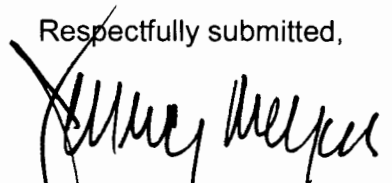
- High school seniors will be monitored for graduation rates and positive outcomes, including employment, postsecondary or military enrollment.
- High school non-seniors will be monitored for reductions in disciplinary referrals, increases in GPA, and reductions in unexcused absences.

Should the Governor and Executive Council not authorize this request, students considered to be at risk would not receive the valuable services provided by the NH-JAG program.

Area served: Laconia, Littleton, Winnacunnet, and Newport.

Source of Funds: 100% General Funds.

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Jobs for America's Graduates

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Job's for America's Graduates

This 1st Amendment to the Job's for America's Graduates contract (hereinafter referred to as "Amendment #1") dated this 3rd day of May, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire jobs for America's Graduates (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 175 Ammon Drive, Suite 212, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 11, 2018, (Item #8), 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 payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, 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 to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$500,000
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Delete Exhibit A, Scope of Services, Section 2. Scope of Services, Subsection 2.3. in its entirety.
6. Exhibit A, Scope of Services, Section 1. Provisions Applicable to All Services, Subsection 1.5., to read:
 - 1.5. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.
7. Exhibit A, Scope of Services, Section 4., Subsection 4.4., Paragraph 4.4.1. to read:
 - 4.4.1. Percent and number of program participants active in the month broken down by high school, student status – senior vs. non-senior, and if in twelve month follow up status;



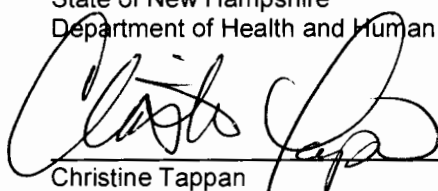
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8. Delete Exhibit B, Method and Conditions Precedent to Payment, Section 1., Subsection 1.1. in its entirety.
 9. Delete Exhibit B, Method and Conditions Precedent to Payment, Section 1., Subsection 1.2. in its entirety.
 10. Delete Exhibit B, Method and Conditions Precedent to Payment, Section 1., Subsection 1.3. in its entirety.
 11. Exhibit B, Method and Conditions Precedent to Payment, Section 2., Subsection 2.1. to read:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement and shall be in accordance with the approved budget line items in Exhibit B-1 Budget and Exhibit B-2 Budget Amendment #1.
 12. Add Exhibit B-2 Budget Amendment #1.

New Hampshire Department of Health and Human Services
Jobs for America's Graduates



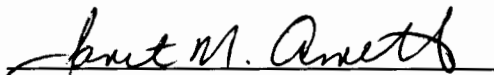
This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

5/22/19
Date

State of New Hampshire
Department of Health and Human Services

Christine Tappan
Associate Commissioner

New Hampshire Jobs for America's Graduates

5/10/19
Date


Name: Janet M. Arnett
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 5/10/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.


Signature of Notary Public or Justice of the Peace

Theresa E Sciuto, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 4/19/22



New Hampshire Department of Health and Human Services
Jobs for America's Graduates



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

OFFICE OF THE ATTORNEY GENERAL

5/29/2019
Date

Nancy J. Smith
Name: Nancy J. Smith
Title: Sr. Asst. Atty General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-2 Budget Amendment #1

New Hampshire Department of Health and Human Services

Bidder/Program Name: New Hampshire Jobs for America's Graduates (NH-JAG)

Budget Request for: Jobs for America's Graduates (SS-2019-BFAM-01-NHJAG)

Budget Period: 07/01/2019 - 06/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 150,500.00	\$ 12,500.00	\$ 163,000.00	\$ 21,500.00	\$ 6,400.00	\$ 27,900.00	\$ 129,000.00	\$ 6,100.00	\$ 135,100.00
2. Employee Benefits	\$ 38,900.00	\$ 1,045.00	\$ 39,945.00	\$ -	\$ -	\$ -	\$ 38,900.00	\$ 1,045.00	\$ 39,945.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 1,500.00	\$ 500.00	\$ 2,000.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 500.00	\$ 500.00
Repair and Maintenance	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00
Purchase/Depreciation	\$ 6,300.00	\$ -	\$ 6,300.00	\$ -	\$ -	\$ -	\$ 6,300.00	\$ -	\$ 6,300.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 6,500.00	\$ -	\$ 6,500.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00
6. Travel	\$ 8,500.00	\$ 2,500.00	\$ 11,000.00	\$ -	\$ -	\$ -	\$ 8,500.00	\$ 2,500.00	\$ 11,000.00
7. Occupancy	\$ 36,000.00	\$ 3,500.00	\$ 39,500.00	\$ 36,000.00	\$ -	\$ 36,000.00	\$ -	\$ 3,500.00	\$ 3,500.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone / Internet	\$ 4,500.00	\$ 1,000.00	\$ 5,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 4,000.00
Postage	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 1,055.00	\$ 1,055.00	\$ -	\$ -	\$ -	\$ -	\$ 1,055.00	\$ 1,055.00
Insurance	\$ 5,000.00	\$ 1,000.00	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 1,000.00	\$ 6,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00
11. Staff Education and Training	\$ 8,000.00	\$ 2,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 2,000.00	\$ 10,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory*)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Student Activities	\$ 10,500.00	\$ -	\$ 10,500.00	\$ -	\$ -	\$ -	\$ 10,500.00	\$ -	\$ 10,500.00
Program Fees	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000.00	\$ -	\$ 9,000.00
Contract Services	\$ 2,100.00	\$ -	\$ 2,100.00	\$ -	\$ -	\$ -	\$ 2,100.00	\$ -	\$ 2,100.00
TOTAL	\$ 289,300.00	\$ 29,100.00	\$ 318,400.00	\$ 62,000.00	\$ 6,400.00	\$ 68,400.00	\$ 227,300.00	\$ 22,700.00	\$ 250,000.00

Indirect As A Percent of Direct

10.1%

10.0%

*Other details:

Student Activities - Student Career Development Conference, Leadership Conference and other student training & field trips.

Program Fees - Participant curriculum, career association and JAG affiliation fees.

Contract Services - Substitutes for specialists if needed.

Exhibit B-2 Budget Amendment #1

Contractor's Initials *ma*

New Hampshire Jobs for America's Graduates

SS-2019-BFAM-01-NHJAG

Page 1 of 1

Date *5/10/19*

State of New Hampshire

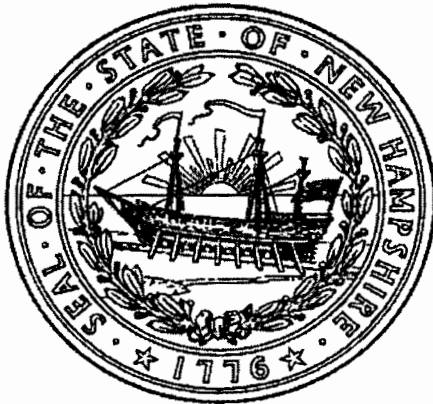
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NH-JAG is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 20, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 335540

Certificate Number: 0004494471



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of April A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Elena Preston, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of New Hampshire Jobs for America's Graduates (NH JAG).
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 18, 2019:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, , for the provision of
dropout prevention, youth development and school-to-career transition program services.

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

is hereby authorized on behalf of this Corporation 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 10th day of May, 2019.
(Date Contract Signed)
4. Janet M. Arnett is the duly elected Executive Director of the Corporation.
(Name of Contract Signatory) (Title of Contract Signatory)

Elena Preston
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 10th day of May, 2019.

By Elena Preston.
(Name of Clerk of the Corporation)

(NOTARY SEAL)

Maria E. Sciuto
(Notary Public/Justice of the Peace)
Commission Expires: 4/19/22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/22/2018

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		CONTACT NAME: Pat Mack PHONE (A/C, No, Ext): (603)293-2791 E-MAIL ADDRESS: pat@esinsurance.net FAX (A/C, No): (603)293-7188																					
INSURED NH JAG 175 Ammon Drive #212 Manchester NH 03103		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Markel</td><td></td></tr><tr><td>INSURER B:</td><td>Travelers Indemnity Co</td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Markel		INSURER B:	Travelers Indemnity Co		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** 2018 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HUP1794-02	07/01/2018	07/01/2019	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 1,000,000</td></tr><tr><td>Employee Benefits</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 1,000,000	Employee Benefits	\$ 1,000,000
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6JUB5B94057-5-18	07/01/2018	07/01/2019	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 100,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 100,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 100,000	E.L. DISEASE - EA EMPLOYEE	\$ 100,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																					
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E.L. DISEASE - EA EMPLOYEE	\$ 100,000																				
E.L. DISEASE - POLICY LIMIT	\$ 500,000																				

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

CERTIFICATE HOLDER State of NH Dept of Health & Human Services 129 Pleasant Street Concord NH 03301-3852	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Vision

Ensuring New Hampshire's youth are empowered to achieve their full potential.

Mission Statement

Cultivating youth success through academic, leadership, and workforce opportunities in collaboration with business and community partnerships.

NEW HAMPSHIRE JAG
Financial Statements
June 30, 2018 and 2017
and
Independent Auditor's Report

**NEW HAMPSHIRE JAG
FINANCIAL STATEMENTS
June 30, 2018 and 2017**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
New Hampshire JAG

We have audited the accompanying financial statements of New Hampshire JAG (a nonprofit entity), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire JAG as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplemental Information

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

Vachon Cloutay & Company PC

Manchester, New Hampshire
January 11, 2019

NEW HAMPSHIRE JAG
STATEMENTS OF FINANCIAL POSITION
June 30, 2018 and 2017

ASSETS		2018	2017
CURRENT ASSETS:			
Cash		\$ 92,457	\$ 107,540
Accounts receivable		51,929	64,630
Unconditional promises to give		128,200	8,775
Prepaid expenses		<u>6,172</u>	<u>6,027</u>
TOTAL CURRENT ASSETS		<u>278,758</u>	<u>186,972</u>
PROPERTY AND EQUIPMENT:			
Furniture and equipment		6,377	6,377
Less accumulated depreciation		<u>(6,377)</u>	<u>(6,377)</u>
PROPERTY AND EQUIPMENT, NET		<u>-</u>	<u>-</u>
TOTAL ASSETS		<u>\$ 278,758</u>	<u>\$ 186,972</u>
LIABILITIES AND NET ASSETS			
CURRENT LIABILITIES:			
Accounts payable		\$ 5,748	\$ 1,273
Accrued expenses		<u>17,893</u>	<u>30,474</u>
TOTAL CURRENT LIABILITIES		<u>23,641</u>	<u>31,747</u>
NET ASSETS:			
Temporarily restricted		168,773	47,178
Unrestricted		<u>86,344</u>	<u>108,047</u>
TOTAL NET ASSETS		<u>255,117</u>	<u>155,225</u>
TOTAL LIABILITIES AND NET ASSETS		<u>\$ 278,758</u>	<u>\$ 186,972</u>

See notes to financial statements

NEW HAMPSHIRE JAG
STATEMENTS OF ACTIVITIES
For the Years Ended June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
CHANGES IN UNRESTRICTED NET ASSETS:		
REVENUE AND SUPPORT:		
Fees and grants from governmental agencies	\$ 432,731	\$ 609,627
Contributions	11,414	5,316
Interest	92	148
In-kind donations	85,286	137,048
Fundraising events	68,807	61,690
Other revenue	180	180
TOTAL UNRESTRICTED REVENUES	<u>598,330</u>	<u>814,009</u>
NET ASSETS RELEASED FROM RESTRICTIONS:		
Satisfaction of donor restrictions	<u>188,225</u>	<u>413,284</u>
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	<u>188,225</u>	<u>413,284</u>
TOTAL UNRESTRICTED REVENUES AND SUPPORT	<u>786,555</u>	<u>1,227,293</u>
EXPENSES:		
PROGRAM SERVICES:		
Workforce Innovation and Opportunity Act Program	418,599	653,496
Employment and Education Advancement	24,477	49,789
Dropout Prevention Alternative Education	157,766	298,757
Teen E3 Program	36,835	45,000
Middle School Program	45,000	45,000
TOTAL PROGRAM SERVICES	<u>637,677</u>	<u>1,047,042</u>
SUPPORTING SERVICES:		
General administration	165,988	169,746
Fundraising	4,593	4,644
TOTAL SUPPORTING SERVICES	<u>170,581</u>	<u>174,390</u>
TOTAL EXPENSES	<u>808,258</u>	<u>1,221,432</u>
TOTAL INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	<u>(21,703)</u>	<u>5,861</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:		
Contributions	309,820	331,000
Net assets released from restrictions	<u>(188,225)</u>	<u>(413,284)</u>
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	<u>121,595</u>	<u>(82,284)</u>
CHANGE IN NET ASSETS	99,892	(76,423)
NET ASSETS, JULY 1	<u>155,225</u>	<u>231,648</u>
NET ASSETS, JUNE 30	<u>\$ 255,117</u>	<u>\$ 155,225</u>

See notes to financial statements

NEW HAMPSHIRE JAG
STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash received from grants and contributions	\$ 716,048	\$ 997,526
Interest income received	92	148
Other income received	-	180
Cash paid to employees	(416,159)	(712,213)
Cash paid to suppliers and others	<u>(315,064)</u>	<u>(369,275)</u>
Net Cash Used by Operating Activities	<u>(15,083)</u>	<u>(83,634)</u>
 Net decrease in cash	 (15,083)	 (83,634)
 Cash, beginning of year	 <u>107,540</u>	 <u>191,174</u>
Cash, ending of year	<u>\$ 92,457</u>	<u>\$ 107,540</u>
 Reconciliation of Change in Net Assets to Net Cash Used by Operating Activities:		
 Change in net assets	 \$ 99,892	 \$ (76,423)
 Adjustments to Reconcile Change in Net Assets to to Net Cash Used by Operating Activities:		
Change in assets and liabilities:		
Accounts receivable	12,701	(28,657)
Unconditional promises to give	(119,425)	18,550
Prepaid expenses	(145)	(69)
Accounts payable	4,475	(1,582)
Accrued expenses	<u>(12,581)</u>	<u>4,547</u>
Net Cash Used by Operating Activities	<u>\$ (15,083)</u>	<u>\$ (83,634)</u>
 Supplemental Disclosure of Non-cash Transactions:		
In-kind donations received	\$ 85,286	\$ 137,048
In-kind expenses	(85,286)	(137,048)
Cost basis of fully depreciated disposed property and equipment	<u>-</u>	<u>5,876</u>
	<u>\$ -</u>	<u>\$ 5,876</u>

See notes to financial statements

NEW HAMPSHIRE JAG
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2018 and 2017

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

New Hampshire JAG (the Entity) was organized as a nonprofit entity under Section 501(c)(3) of the Internal Revenue Code on January 20, 2000. The Entity was established for the purposes of assisting at-risk and disadvantaged youth in graduating from high school, obtaining a general education degree, obtaining higher education, and finding and keeping quality employment.

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

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Entity is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets, based upon the existence or absence of donor-imposed restrictions.

Basis of Accounting

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

Revenues from program services are recorded when earned. Other miscellaneous revenues are recorded upon receipt.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. Contributions received are recorded as increases in unrestricted, temporarily restricted, or permanently restricted net assets, depending upon the existence and/or nature of any donor restrictions.

Allocation of Functional Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the accompanying statements of activities. Accordingly, certain costs have been allocated among the programs and supporting services based on percentage allocations determined by the Entity's management.

Fundraising Activities

Fundraising expenses represent the cost of running special events by the Entity and totaled \$4,593 and \$4,644 for the years ending June 30, 2018 and 2017, respectively.

NEW HAMPSHIRE JAG
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2018 and 2017

Advertising Costs

Advertising costs are expensed as incurred. Advertising expense was \$10,795 and \$7,482 for the years ending June 30, 2018 and 2017, respectively.

Property and Equipment

Property and equipment are stated at cost or estimated fair market value for donated assets. The Entity's policy is to capitalize expenditures for major improvements and to charge to operations expenditures which do not extend the lives of related assets in the period incurred. Depreciation is computed using the straight-line method over the following estimated useful lives:

	<u>Years</u>
Equipment	3-5
Furniture	7

There was no depreciation expense for the years ending June 30, 2018 and 2017.

Bad Debts

The Entity uses the reserve method for accounting for bad debts. No provision has been recorded for bad debts because the Entity believes that outstanding receivables at year end are fully collectible.

Income Taxes

The Entity has received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for its exempt function income. In addition, the Entity is not subject to state income taxes.

The Entity adopted FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* which requires the Entity to report uncertain tax positions for financial reporting purposes. FASB ASC 740 prescribes rules regarding how the Entity should recognize, measure and disclose in its financial statements, tax positions that were taken or will be taken on the Entity's tax returns that are reflected in measuring current or deferred income tax assets and liabilities. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income tax payable or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Entity had no uncertain tax positions as of June 30, 2018 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

Donated Services, Materials and Facilities

Donated facilities, supplies, equipment and staff support are recorded as "In-kind" contributions if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Entity (See Note 11).

NEW HAMPSHIRE JAG
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2018 and 2017

Accrued Vacation and Sick Leave

All full time employees are entitled to vacation and sick leave time. Vacation days and unused sick leave cannot be accumulated or carried over to the next fiscal year.

Cash and Cash Equivalents

For the purpose of the statements of cash flows, cash consists of demand deposits and cash on hand.

Estimates

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

Fair Value of Financial Instruments

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

Unconditional promises to give that are expected to be collected within one year are recorded at their net realizable value. Any unconditional promises to give that are expected to be collected in future years are recorded at fair value, which is measured as the present value of their future cash flows.

NOTE 2—ECONOMIC DEPENDENCE

The Entity's primary source of revenues is fees and grants received from the State of New Hampshire. During the years ended June 30, 2018 and 2017, the Entity recognized revenue of \$372,731 (41.04%) and \$516,627 (45.12%), respectively, from the State of New Hampshire. The Workforce Innovation and Opportunity Act (WIOA) grant agreement has been renewed through June 30, 2021. Revenue is recognized as earned under the terms of the grant contract and is received on a cost reimbursement basis. Other support originates from annual appropriations from the participating school districts, in-kind donations, and other income.

NOTE 3—ACCOUNTS RECEIVABLE

Accounts receivable consist of the following at June 30, 2018 and 2017:

	<u>6/30/2018</u>	<u>6/30/2017</u>
Due from Department of Education:		
Workforce Innovation and Opportunity Act (WIOA)	\$ 17,216	\$ 61,630
Teen E3 grant	19,172	
Miscellaneous receivables	15,541	3,000
	<u>\$ 51,929</u>	<u>\$ 64,630</u>

NEW HAMPSHIRE JAG
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2018 and 2017

NOTE 4—UNCONDITIONAL PROMISES TO GIVE

The receivables from unconditional promises to give are expected to be collected within one year and have been recorded at net realizable value. The balance consists of the following at June 30, 2018 and 2017:

	<u>6/30/2018</u>	<u>6/30/2017</u>
Employment and Education advancement	\$ 127,500	\$ 7,500
Dinner Event pledges	700	1,275
	<u>\$ 128,200</u>	<u>\$ 8,775</u>

NOTE 5—NET ASSETS

Temporarily restricted net assets represent donor and time restricted funding at year end. Temporarily restricted net assets at June 30, 2018 and 2017 are as follows:

	<u>6/30/2018</u>	<u>6/30/2017</u>
Alternative education	\$ 13,272	\$ 18,633
School fundraising	685	
Scholarship funds	20,793	21,045
Employment and Education Advancement program	134,023	7,500
	<u>\$ 168,773</u>	<u>\$ 47,178</u>

NOTE 6—PENSION PLAN

The Entity has a deferred compensation pension plan under Section 403(b) of the Internal Revenue Code. Under the terms of the plan, employee contributions are made through a salary reduction plan. During the years ending June 30, 2018 and 2017, the Entity's contribution to the plan was equal to 3% of each eligible employee's annual salary. The Entity contributed \$5,084 and \$6,767 for the years ended June 30, 2018 and 2017, respectively.

NOTE 7—LINE OF CREDIT

The Entity has obtained a line of credit of \$75,000 with a financial institution. Any outstanding balance is payable in full immediately upon demand. If no demand is made by the financial institution, the Entity shall make monthly principal payments equal to the greater of 1/60th of the outstanding principal balance, or \$25, plus accrued interest. The terms of the agreement indicate the interest rate on any outstanding balance shall be equal to the prime rate, as published daily in the Wall Street Journal, plus 2.00% per annum, floating daily, with a floor of 4.25%. At June 30, 2018 and 2017, the balance on the outstanding line of credit is \$0.

NOTE 8—OPERATING LEASES

During April 2017, the Entity extended its existing office space lease agreement for a period of two years ending on June 30, 2019. Terms of the agreement include monthly payments of \$825.

NEW HAMPSHIRE JAG
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2018 and 2017

Future minimum annual commitments for rental payments at June 30, 2018 are as follows:

Year Ended	
<u>June 30,</u>	<u>Amount</u>
2019	\$ 9,900

Rental expense charged to operations for the year ended June 30, 2018 and 2017 was \$9,900 and \$14,139, respectively.

NOTE 9—SIGNIFICANT CONCENTRATIONS OF CREDIT RISK

The Entity maintains its cash balances in two financial institutions. The balances are insured by the Federal Deposit Insurance Corporation up to a combined total of \$250,000 per financial institution as of June 30, 2018 and 2017. The bank balances may, at times, materially exceed federally insured limits. The Entity has not experienced any losses on such accounts. The Entity had no uninsured cash balances as of June 30, 2018 and 2017.

NOTE 10—CONTINGENCIES

The Entity participates in a number of federally assisted grant programs. These programs are subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of additional expenses which may be disallowed by the granting agency cannot be determined at this time, although the Entity expects such amounts, if any, to be immaterial.

NOTE 11—DONATED SERVICES, MATERIALS AND FACILITIES

The Entity operates the Workforce Innovation and Opportunity Act Program at various school sites located throughout New Hampshire. As part of the program, the sponsoring school districts provide professional staff support, materials and facilities to the program at no cost to the Entity.

The following amounts of donated services, materials and facilities have been included in these financial statements for the years ending June 30, 2018 and 2017:

	<u>2018</u>	<u>2017</u>
Salaries and related expenses	\$ 23,905	\$ 45,688
Program fees	18,900	800
Supplies	1,766	3,400
Equipment usage	1,900	4,829
Participant support	3,000	7,500
Travel	2,100	11,190
Communications	1,800	6,205
Use of facilities	31,915	57,436
	<u>\$ 85,286</u>	<u>\$ 137,048</u>

NEW HAMPSHIRE JAG
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2018 and 2017

NOTE 12—SUBSEQUENT EVENTS

Subsequent events have been evaluated through xxxxx xx, 2018 which is the date the financial statements were available to be issued.

NEW HAMPSHIRE JAG
SCHEDULE OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2018

	Program Services					Supporting Services		
	WIOA	Employment and Education Advancement	Dropout Prevention Alternative Education	Teen E3	Total Program Services	General Administration	Fundraising	Total Supporting Services
SALARIES AND RELATED EXPENSES:								
Salaries	\$ 208,069	\$ 7,500	\$ 114,387	\$ 2,929	\$ 332,885	\$ 86,231		\$ 86,231
Payroll taxes	14,349	312	7,355	218	22,234	7,941		7,941
Fringe benefits	37,412		19,873		57,285	23,112		23,112
	<u>259,830</u>	<u>7,812</u>	<u>141,615</u>	<u>3,147</u>	<u>412,404</u>	<u>117,284</u>	<u>\$ -</u>	<u>117,284</u>
OTHER EXPENSES:								
Program fees	27,078		4,000		31,078	7,612		7,612
Supplies	3,371	4,478	230	200	8,279	1,888		1,888
Equipment expense	2,528		591		3,119	945		945
Insurance	5,996		2,614		8,610	4,584		4,584
Advertising	49				49	10,746		10,746
Participant wages and related expenses	35,816	3,040	2,928		41,784			-
Training	569	407	270		1,246	47		47
Participant support	13,865			18,433	32,298	30		30
Participant tuition	18,832			14,391	33,223			-
Staff development and student activities	1,984	7,497	1,548		11,029	598		598
Travel	9,111		1,715	464	11,290	603		603
Communications	5,123		1,326	200	6,649	1,345		1,345
Textbooks	19				19			-
Scholarships awarded					-	10,342		10,342
Professional fees	513		429		942	2,599		2,599
Membership and subscriptions		243			243			-
Miscellaneous					-	965		965
Fundraising					-		4,593	4,593
Facilities	33,915	1,000	500		35,415	6,400		6,400
Total	<u>\$ 418,599</u>	<u>\$ 24,477</u>	<u>\$ 157,766</u>	<u>\$ 36,835</u>	<u>\$ 637,677</u>	<u>\$ 165,988</u>	<u>\$ 4,593</u>	<u>\$ 170,581</u>

NEW HAMPSHIRE JAG
SCHEDULE OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2017

	Program Services					Supporting Services		
	<u>WIOA</u>	<u>Employment and Education Advancement</u>	<u>Dropout Prevention Alternative Education</u>	<u>Middle School Program</u>	<u>Total Program Services</u>	<u>General Administration</u>	<u>Fundraising</u>	<u>Total Supporting Services</u>
SALARIES AND RELATED EXPENSES:								
Salaries	\$ 346,539	\$ 30,603	\$ 213,139	\$ 29,296	\$ 619,577	\$ 96,445		\$ 96,445
Payroll taxes	23,205	2,116	15,802	2,367	43,490	8,474		8,474
Fringe benefits	42,037	183	37,874	7,833	87,927	21,272		21,272
	<u>411,781</u>	<u>32,902</u>	<u>266,815</u>	<u>39,496</u>	<u>750,994</u>	<u>126,191</u>	<u>\$ -</u>	<u>126,191</u>
OTHER EXPENSES:								
Program fees	14,360		7,151	1,347	22,858	3,283		3,283
Supplies	7,660	300	1,244	239	9,443	2,418		2,418
Equipment expense	6,991		960	152	8,103	1,385		1,385
Insurance	7,685	912	4,667	725	13,989	2,253		2,253
Advertising	347				347	7,135		7,135
Participant wages and related expenses	44,556	5,120	2,655		52,331			-
Training	2,494	901	1,925	300	5,620	826		826
Participant support	24,396				24,396			-
Participant tuition	28,111				28,111			-
Staff development and student activities	4,743	6,413	5,426	1,075	17,657	281		281
Travel	21,646	1,791	5,119	1,338	29,894	1,956		1,956
Communications	9,287	100	1,862	289	11,538	490		490
Textbooks	2,104				2,104			-
Scholarships awarded					-	15,668		15,668
Professional fees	1,710		233	39	1,982	3,036		3,036
Miscellaneous					-	924		924
Fundraising					-		4,644	4,644
Facilities	65,625	1,350	700		67,675	3,900		3,900
Total	<u>\$ 653,496</u>	<u>\$ 49,789</u>	<u>\$ 298,757</u>	<u>\$ 45,000</u>	<u>\$ 1,047,042</u>	<u>\$ 169,746</u>	<u>\$ 4,644</u>	<u>\$ 174,390</u>

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Executive Director: New Hampshire Jobs for America's Graduates

Responsible for the overall leadership and management of the organization and systems and people that are essential in operating program applications based on the Jobs for America's Graduates (JAG) model. Well versed in the delivery of a national model emphasizing pre-employability skill building and workforce development. Experienced WIOA Youth site manager, successfully implementing federally funded employment training program at multiple locations. Advocates and works collaboratively with public and private community leaders, employers, school administrators and other service providers.

Experience

2006 to July 2017 New Hampshire – Jobs for America's Graduates Manchester, NH

Program Manager

Responsible for implementation of national Jobs for America's Graduates (JAG) model at multiple sites across New Hampshire including direct supervision, staff recruitment, training and evaluations to meet funding requirements and performance standards.

- Coordination of all operations of middle school, high school and alternative education programs including oversight, documentation, data gathering and grant reporting.
- Expert knowledge of both NH Eteams (WIOA) and JAG E-NDMS data systems ensuring accuracy to meet federal and state requirements.
- Instrumental in establishing the Appalachian Mountain Club/NH-JAG summer trails program.
- Program design and implementation of federally funded (WIA) ARRA Summer Youth Employment Program – summer 2009.
- Regular attendance at state and national trainings and conferences including JAG National Training Seminars, JAG Management Development Institute, NHMEP conference: Pathways to Success, Connecting Manufacturing to Education and annual NHWORKS and Shared Youth Vision conferences.
- Provided leadership in implementing new dropout prevention programs.
- Coordinated groups of Specialists and students attending NH State Senate hearings in support of Senate Bill 18.
- Presenter: Governor's Summit on High School Graduation 2009.

2004 to 2006 Concord Regional Technology Center Concord, NH

Educational Assistant

- Provided technical assistance to chef instructor of comprehensive culinary arts program for high school juniors and seniors working toward continuous improvement of career focused program.

2003 to 2004 Mountain View Grand Resort & Spa Whitefield, NH

Training Manager

- Successfully implemented a company-wide structure and training plan to develop more than 100 employees during MVG's grand opening year.

Education

Bachelor of Science – **Human Resources and Training**, *Summa Cum Laude*
Granite State College, University System of New Hampshire

Associate of Science – **Culinary Arts**, *Cum Laude*
Johnson & Wales University, Providence, Rhode Island

Courtney Frederick

Work Experience

NH Jobs for America's Graduates

2015–Present

Program Manager

Oversight of Workforce Innovation and Opportunity Act (WIOA) Youth funded In and Out of School Programs
Oversight of Temporary Assistance for Needy Families (TANF) funded In School Programs
Data management oversight for multiple databases for all NH-JAG sites
Training new Youth Specialists on JAG procedures and policies
Building and maintaining relationships with partner agencies

JAG Youth Specialist, Concord, NH

Implementation of a new JAG program at Concord High School
Collecting and reporting outcome data for funding sources
Adapting national JAG curriculum to fit the needs of students at Concord High School
Teaching career readiness and life skills in a classroom setting to high school students
Advocating for students of the NH-JAG program with Concord High School staff and administration
Networking to organize guest speakers/field trips for students and ensure employment and further educational opportunities for students

Estate Preservation & Planning Law Office

2017

Funding Coordinator, Milford, NH

Part-time Paralegal for Estate Planning law firm
Analyzing client assets and completing asset alignment plans to ensure transfer of clients' assets to revocable trusts
Drafting documents to reassign business ownership; drafting real property deeds

Southern New Hampshire Services

2012–2015

NHEP Employment Counselor Specialist, Claremont, NH

2014–2015

Met state targeted monthly participation rate throughout employment
Completed weekly new client orientations, reviewing all policies, procedures, and benefits
Providing employment counseling to NHEP participants and assisting participants with addressing barriers to employment
Development and implementation of Employability Plans with participants

YouthBuild Case Manager, Manchester, NH

2012–2014

Participating as a member of the YouthBuild management team in new program development and implementation
Overseeing recruitment, interviews, determination of eligibility
Meeting with team members and clients to implement goal plans based on clients' needs, interests, and abilities
Conducting individual and group counseling sessions with clients
Developing and implementing suicide prevention protocols
Responsible for reporting statistics on outcomes to funding sources
Successfully collected follow-up data with all clients for the year following completion

Shift Manager

2011–2012

Ruby Tuesdays, Portsmouth, NH

Supervision of 10-15 employees during any given shift, regularly meeting target labor cost
Training all new front of house employees, assisting senior management with updating training materials

Education

Certificate in Paralegal Studies, Boston University, 3.9 GPA

August 2017

Masters of Arts in Justice Studies, University of New Hampshire, 3.4 GPA

May 2011

Completion of introductory study on Probation and Parole Officer Stress and Job Satisfaction in New Hampshire
Research assistant in the UNH Family Studies Department for exploratory research of Boy Scouts of America sexual molestation files; Presented at the International Family Violence and Child Victimization Research Conference, 2010

Bachelor of Arts in Social Work, University of New Hampshire, 3.8 GPA

May 2006

Summa Cum Laude

Dual major in Justice Studies

Internships with NH DHHS Division for Children, Youth, and Families and Division for Juvenile Justice Services

Awards/Certifications

Connect Suicide Prevention Program Trainer

2014

Child Welfare Training Grant Recipient

2005–2006

New Hampshire Department of Health and Human Services, Division for Children, Youth and Families

Nicole Brady

CAREER OBJECTIVE

As a recent graduate of Plymouth State University as of May 2018, my career objective is to be serving in the educational environment making a difference in the lives of young people. It is my ambition to integrate my skills, experience and passion in a professional role in where I can use my training to empower youth and facilitate their growth as lifelong learners, and engaged community members.

CORE SKILLS AND TRAITS/ACCOMPLISHMENTS/RELEVANT EXPERIENCE

- Flexible and adaptable to a variety of work environments, tasks, and paces.
- Excellent written and verbal communication skills, including group facilitation and peer mediation.
- Enthusiastic and open-minded; willing to learn, think outside the box, and grow through challenges.
- Experience working with youth of all ages and backgrounds, families/parents, and community members, in mental health/school settings, homes, and community-based settings.
- Completed half of internship at Gilford High School and am currently completing the other half between Franklin Middle School and Laconia Middle School.
- Participated in Gilford High School's Community Service Day and helped students develop a positivity-focused school Newsletter.
- Co-authored a scholarly research article in the field of qualitative human psychology research, *Counselor Education & Supervision*.
- Have attended professional development workshops, including Mindfulness, Diversity Institutes, and presentations by NHHEAF, and have participated in annual Youth Summits at LRCC.
- With the after-school group that I co-facilitate, attended an Anti-Bullying Rally at UNH, at which our group won the state-wide "Empower Peace" award.
- Volunteered as a Docent for a year at Squam Lakes Natural Science Center in Holderness, NH; have a keen interest in experiential/adventure education and environmental awareness.
- Oriented toward creativity and self-development activities including meditation and Yoga; have attended multiple Yoga workshops, and have been recognized for art and creative writing.

EDUCATION

PLYMOUTH STATE UNIVERSITY (CACREP-ACCREDITED PROGRAM) **Plymouth, NH**
Masters of Education in School Counseling, May 2018

- Invited to join National Honor Society and Chi Sigma Iota Honor Society for character and GPA.

FRANKLIN PIERCE UNIVERSITY
Bachelors Degree in Human Services, September 2007

Portsmouth, NH

- Graduated with high honors; Magna Cum Laude.

RELEVANT WORK EXPERIENCE

New Hampshire Jobs for America's Graduates (NH JAG)

Youth Specialist

- Build relationships with youth to encourage and inspire success in work/academics/life.
- Teach and provide information on career fields, postsecondary options, and application/interviewing skills.
- Engage groups of students in community service efforts and team-building activities to promote leadership, confidence and cooperation.
- Collaborate with parents and teachers as necessary to help ensure success in school.
- Assist individual students in identifying their skills, abilities and occupational interests.

Community Partners

Dover, NH

Family Managed Direct Support professional

November 2017—present

- Work with individual and family on established goals in home and community.
- Submit paperwork on a regular basis.
- Collaborate as part of a team with supervisor, family members, and community members.

Laconia High School / Project Extra

Laconia, NH

Group Co-Facilitator - Freedom Found

September 2013—present

- Assist with planning, preparing and implementing lesson themes for weekly group meetings.
- Help facilitate group communication and conflict resolution.
- Plan and assist with field trips, volunteer activities and school events.
- Assist preparation of curriculum and facilitation of Laconia's Community/Adult Education class "Life Empowerment 101".

Genesis Behavioral Health

Laconia, NH

Community Care manager / Therapeutic Support Specialist

November 2015—November 2017

Genesis Behavioral Health

Laconia, NH

Therapeutic Activities Facilitator

October 2013—November 2015

Genesis Behavioral Health

Laconia, NH

Care Manager/Functional Support Specialist

October 2009- October 2013

Service Credit Union

Portsmouth, NH

Financial Service Representative

November 2006—September 2009

Charles Mulcahy

Professional Summary:

JAG Specialist, excellent at juggling multiple tasks and working under pressure. Broad experience in education including counseling, classroom management and running student programs.

Skills:

- Strong Communication Skills
- Conflict Resolution
- Self-Motivated
- Team Orientated

Work History:

JAG Specialist, 8/18-Present

NH JAG-Littleton NH

Worked directly with students to build employability skills throughout the school year. Coordinated field trips to JAG events and to community service sites. Communicated with local employers to assist students in obtaining employment. Coordinated with students to accomplish community service projects within the community.

Student Assistance Provider, 09/2016 to 7/2018

ADAPT – Conway, NH

Worked directly with students to prevent and decrease drug and alcohol usage. Worked primarily with identified at risk students in a one on one support role or in group settings. I served as a part time teacher in both Kennett High School and Kennett Middle School. I also ran a outing club at both schools to provide students with a safe space to explore and experience new things.

Program Director, 10/2014 to 09/2016

Friendship House Substance Center – Bethlehem, NH

- Provided ongoing direction and leadership for program operations.
- Oversaw team of 5-8 Program Assistants focused on running the programing and intake of new clients.
- Promoted physical, mental and social development by implementing classroom games and outdoor recreational activities.
- Set up lesson materials and developed/reviewed current curriculum.

Education:

Bachelor of Arts: Criminal Justice, 2014
Lyndon State College - Lyndon, VT

Certifications:

CPR Certified
Wilderness First Aid Certified
Trained in Project Success
Trained in the RENEW Program

Beverly B. Robie

EDUCATION

M.Ed., Lesley University

B.S., Human Services, Springfield College of Human Services

EMPLOYMENT

Program Coordinator, NH-JAG August 2018 – present

Responsible for planning student activities statewide and implementation of Newport High School JAG program.

Direct Support Provider, Residential Resources, Inc. May 2017-present

Care for adults with acquired brain injuries in a residential facility.

Special Education Paraprofessional, Merrimack Valley Middle School. July-August 2017

Support student 1:1 in an academic summer school program.

Youth Specialist, NH-JAG. March 2007- June 2018

High school program for at-risk youth, providing pre-employment training, leadership opportunities, and helping them to attain a diploma. Responsible for recruitment, summer work program, and follow up.

Intravenous Pharmacy Technician, Omnicare. October 2000 - March 2007

Calculated and compounded IV medications, prepared emergency drug supplies for clients, completed monthly inventory and assisted with in house training.

Additional Special Education Experience

Grinnell School, Derry, NH

Nashua High School, Nashua, NH

Hollis Brookline High School, Hollis, NH

Maple Avenue School, Goffstown, NH

COMMUNITY ACTIVITIES/RECOGNITION

Received High Performer Award for serving diverse populations (JAG)

2014 Graduate, Educator Leadership Program, Manchester Chamber of Commerce

Former co-chair, Outreach Board, Brookside Congregational Church

Event Volunteer, NeighborWorks Southern New Hampshire

Thomas P. Doherty

Extensive experience and training in conflict resolution, anger management, behavioral counseling, drug and alcohol counseling and mentoring.

Experience

New Hampshire JAG (Jobs for America's Graduates)

September 2018 to present

JAG Specialist

As a JAG Specialist, my responsibilities include teaching students life skills, employability skills, community involvement and supervising community service projects. In addition, I provide extra assistance to ensure student success in school and at work when necessary as well as providing a safe community life environment in the school.

The Strafford Learning Center at the John Powers School

August 2014 to September 2018

Paraprofessional

Required to assist teachers in the classroom, take over classroom responsibilities when teachers are absent and deal with crisis and behavioral management situations. Implemented individual behavioral plans in collaborating with other staff members and counselors

J. Lawrie Builders

February 2012 to August 2014

Carpenter/Laborer

Gained experience using power equipment, energy efficiency techniques and carpentry skills

Town Fair Tire

February 2009 to February 2013

Assistant Manager

Required extreme levels of multitasking, customer service, and typical de-escalation strategies in the customer service industry.

Odyssey NH- Hampton, NH

May 2007 to June 2009

Residential Counselor/Teacher Aide

A therapeutic treatment center for youth with behavioral and emotional issues. Focused on being a positive role model for at risk students assisting and guiding residents with transitions back to their public schools and families

Education

New England College: Bachelor's Degree with a focus on Psychology in 2007

Southern New Hampshire University: Master's Degree in Child and Adolescent Psychology
2018

NH JAG
DHHS Grant Key Personnel

Name / Title	Salary	% of Salary paid by contract
Nicole Brady Laconia Youth Specialist	\$ 34,000	100%
Charles Mulcahy Littleton Youth Specialist	34,000	100%
Beverly Robie Newport Youth Specialist	34,000	100%
Courtney Frederick Program Manager	19,000	45%
Janet Arnett Executive Director	5,000	9%
Thomas Doherty Winnacunnet Youth Specialist	3,000	7%
TOTAL	\$ 129,000	



Jeffrey A. Meyers
Commissioner

Mark F. Jewell
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

BUREAU OF FAMILY ASSISTANCE

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4637 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 15, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a **sole source** agreement with New Hampshire Jobs for America's Graduates (NH-JAG), Vendor #158930, 175 Ammon Drive, Suite 212, Manchester, NH 03103, to provide dropout prevention, youth development and school-to-career transition program services to students facing multiple barriers to success, in an amount not to exceed \$250,000; effective July 1, 2018 or upon Governor and Executive Council approval, whichever is later, through June 30, 2019. 100% Federal Funds,

Funds are available in the following accounts for SFY 2019

05-95-045-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	TBD	250,000
			Total	\$250,000

EXPLANATION

This request is **sole source** as NH-JAG is the only provider of Jobs for America's Graduates (JAG) model based programs for economically disadvantaged youth.

The purpose of this request is to provide dropout prevention, youth development and school-to-career transition program services to students facing multiple barriers to success. These programs are designed to assist individuals to succeed in high school, as well as to pursue career and post-secondary educational credentialing. The program aims to enhance participants' ability to graduate high school and succeed in the labor market and their communities. NH-JAG facilitates learning, skill development and community involvement to empower participants to identify their career goals and define and follow a productive path towards those goals.

Funds in this agreement will be used to establish or enhance JAG model based programs in Laconia, Littleton, Winnacunnnett and Newport schools. These programs implement comprehensive dropout prevention, youth development and school-to-career transition services aimed to assist students facing multiple barriers to success. Students receiving services in JAG Model programs are those who are economically disadvantaged, who may face greater challenges transitioning to a quality entry level job and/or pursuing educational and training opportunities.

Students eligible for program services are those who:

- Are economically disadvantaged at, or below, 200 percent of the Federal Poverty Guidelines;
- Face greater challenges transitioning to a quality entry level job and/or pursuing a post-secondary education;
- Are at risk of not obtaining a basic education credential;
- Are at risk of poverty, due to limited employment skills;
- Are at risk of not remaining in their homes, due to high risk behaviors; and/or,
- Are at risk of not connecting to their communities.

In the JAG program's twenty-three year history, the program has provided services, nationally, to more than 43,000 students to provide the skills and competencies they need to be successful. The six basic competencies include; career development, job attainment, job survival, leadership and basic competencies needed to achieve success both on the job and in life. The JAG program works with public education and private businesses to help students pursue meaningful careers.

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

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

- The Contractor shall ensure the following performance outcomes for high school seniors:
 - 90% high school graduation rate or equivalent (HiSet);
 - 80% positive outcome rate: employment, postsecondary education enrollment, or military;
 - 60% employment rate;
 - 60% full-time jobs rate; and
 - 80% full-time placement rate: full-time job; full-time postsecondary enrollment; or, a combination of work and school.
- The Contractor shall ensure the following performance outcomes for non-seniors:
 - 60% decline in discipline referrals
 - 25% increase in GPA
 - 50% reduction in unexcused absences
- The Contractor shall ensure the following performance outcomes for high school seniors, for post program services:
 - 90% high school graduation rate or equivalent (HiSet);
 - 80% positive outcome rate: employment, postsecondary education enrollment, or military;
 - 60% employment rate;
 - 60% full-time jobs rate; and
 - 80% full-time placement rate: full-time job; full-time postsecondary enrollment; or, a combination of work and school.

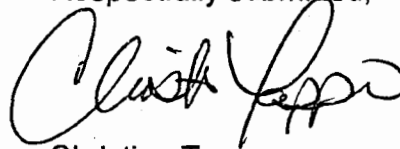
Should Governor and Executive Council not authorize this Request, one hundred and forty high-risk New Hampshire students would not receive the valuable services provided by the NH JAG program.

Areas served: Laconia, Littleton, Winnacunnett and Newport schools.

Source of Funds: 100% Federal Funds from U.S. Department of Health and Human Services, Temporary Assistance for Needy Families, CFDA #93.558, FAIN 17NHTANF.

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

Respectfully submitted,



Christine Tappan
Associate Commissioner



Approved by:

Jeffrey A. Meyers
Commissioner

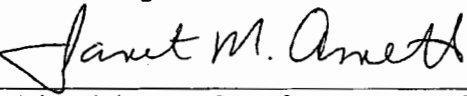
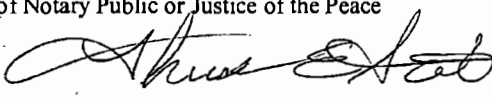
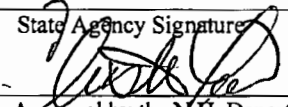
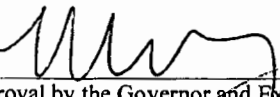
Subject: Jobs for America's Graduates (SS-2019-BFAM-01-NHJAG)

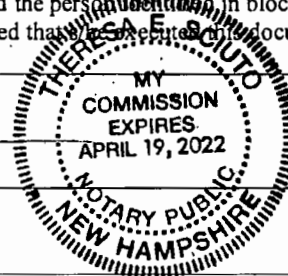
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name New Hampshire Jobs for America's Graduates (NH-JAG)		1.4 Contractor Address 175 Ammon Drive, Suite 212 Manchester, NH 03103	
1.5 Contractor Phone Number 603-361-3628	1.6 Account Number 05-95-045-450010-61270000-102-500731	1.7 Completion Date 06/30/19	1.8 Price Limitation \$250,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Janet M. Arnett Executive Director	
1.13 Acknowledgement: State of New Hampshire, County of Hillsborough On June 13, 2018, 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 he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: 6/20/18		1.15 Name and Title of State Agency Signatory Christi Tappan, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: Megan A. York - Attorney 6/22/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq.*
- 1.4. The Contractor shall comply with all relevant state and federal laws, which include, but are not limited to;
 - 1.4.1. Requirements governing the research of human subjects, including research conducted by student interns, using individuals served by this contract as subjects.
 - 1.4.2. Informing and receiving the Department's approval, in advance of initiating any research involving the subjects or participants related to this Contract.
 - 1.4.3. The confidentiality of information reviewed, received, stored or transmitted as part of the contract services.

2. Scope of Services

- 2.1. The Contractor shall work with the following schools to establish Jobs for America's Graduates (JAG) model based programs in order to serve economically disadvantaged students:
 - 2.1.1. Laconia;
 - 2.1.2. Littleton;
 - 2.1.3. Winnacunnett;
 - 2.1.4. Newport.

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Exhibit A

- 2.2. The Contractor shall establish New Hampshire Jobs for America's Graduates (NH-JAG) Career Associations, at each school; which shall:
 - 2.2.1. Use pride of membership, involvement and recognition in order to motivate program participants to engage with chapter activities.
 - 2.2.2. Be led by student officers who, under the guidance of the Youth Specialist, develop an annual plan of work which shall include but not be limited to:
 - 2.2.2.1. Monthly Career Association Meetings; and
 - 2.2.2.2. Leadership development activities,
 - 2.2.2.3. Career development activities,
 - 2.2.2.4. Social activities,
 - 2.2.2.5. Civic and community service activities,
 - 2.2.2.6. Fundraising activities.
 - 2.2.3. NH-JAG participants shall also have opportunities to participate in annual statewide conferences and competitive events such as:
 - 2.2.3.1. Officers' Leadership Conference;
 - 2.2.3.2. Career Development Conference;
 - 2.2.3.3. Non-Senior Field Day; and
 - 2.2.3.4. Employer panel and networking events planned by NH-JAG Central Office.
- 2.3. The Contractor shall provide services to economically disadvantaged youth under the Temporary Assistance for Needy Families (TANF) program, pursuant to the goals of TANF specified in Public Law 104-193, August 22, 1996, Sec. 401(a)(1).
- 2.4. The Contractor shall work with each school identified to develop site agreements, in order to establish JAG Model programs.
- 2.5. The Contractor shall work with the school and other community agencies, including the Department, to accept referrals for youth who are eligible to receive JAG services.

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Exhibit A

- 2.6. The Contractor shall be responsible for eligibility determination and related record keeping.
- 2.7. The Contractor shall use the Jobs for America's Graduates (JAG) Model to provide services.
- 2.8. The Contractor shall meet or exceed established national JAG Model program standards.
- 2.9. The Contractor shall serve a minimum of one hundred and forty (140) students across the schools over the span of the contract timeframe;
- 2.10. The Contractor shall provide services to JAG Model Program students, who;
 - 2.10.1. Are economically disadvantaged (defined as equal to, or greater than two-hundred (200) percent (%) of Federal Poverty Guidelines;
 - 2.10.2. Face greater challenges transitioning to a quality entry level job and/or pursuing a postsecondary education;
 - 2.10.3. Are at risk of not obtaining a basic education credential;
 - 2.10.4. Are at risk of poverty, due to limited employment skills, to securely attach to the labor market and have an identified career plan;
 - 2.10.5. Are at risk of not remaining in their homes due to high risk behaviors; or
 - 2.10.6. Are at risk of not connecting positively to their communities.
- 2.11. The Contractor shall ensure that each student;
 - 2.11.1. Creates an Individualized Development Plan (IDP) to identify activities which result in:
 - 2.11.1.1. Reduction of barriers to success;
 - 2.11.1.2. Removal of barriers to success;
 - 2.11.1.3. Remediation, and graduation from high school;
 - 2.11.1.4. Employment and/or education/training enrollment;
 - 2.11.1.5. The creation of a long-term career plan, or

[Signature]



Exhibit A

- 2.11.1.6. Other needs identified by the Department and/or JAG services.
- 2.11.2. Has competency attainment documentation regularly updated;
- 2.11.3. Has school attendance, negative behavior traits, and academic performance documentation regularly updated;
- 2.11.4. Is provided follow-up services for twelve (12) months' post-graduation.
- 2.12. The Contractor shall ensure the Program Manager:
 - 2.12.1. Acts as a liaison between the State JAG office and local school districts;
 - 2.12.2. Provide training and guidance to NH-JAG Youth Specialists;
 - 2.12.3. Provide guidance to student event planning;
 - 2.12.4. Assists in coordinating student events; and
 - 2.12.5. Provide overall program oversight.
- 2.13. The Contractor shall ensure NH-JAG Youth Specialists assist students to:
 - 2.13.1. Remain in school through graduation;
 - 2.13.2. Gain employability skills through the use of the JAG curriculum;
 - 2.13.3. Secure employment and/or postsecondary education during the twelve (12) month follow-up period or earlier;
 - 2.13.4. Provide instruction on JAG competencies which include but are not limited to:
 - 2.13.4.1. Career development;
 - 2.13.4.2. Job attainment and survival;
 - 2.13.4.3. Leadership development;
 - 2.13.4.4. Personal skills development;
 - 2.13.4.5. Work place basic skills; and
 - 2.13.4.6. Work-based and project-based learning experiences.
- 2.14. The Contractor shall meet with the Department to review and assist with the provision of program services, service enhancements and overall program outcomes no less than quarterly.



Exhibit A

- 2.15. The Contractor shall provide post program services to students, which shall include, but not be limited to:
 - 2.15.1. Solid labor force attachment and/or the pursuit of post-secondary education;
 - 2.15.2. Up to twelve (12) months of follow-up services for all graduates and non-graduates, continuing to provide supports as necessary to assure the student stays on a positive path;
 - 2.15.3. Monthly contact with the student and their employer and/or a post-secondary institution to assess progress and success of the student.

3. Staffing

- 3.1. The Contractor shall provide staff in order to fulfill roles and responsibilities that support activities of this project. Staffing for this contract include:
 - 3.1.1. A Program Manager with the following credentials:
 - 3.1.1.1. Bachelor's degree in Education, Business, Counseling, or related field preferred.
 - 3.1.1.2. At least one (1) year experience working with youth, teaching or counseling.
 - 3.1.1.3. At least three (3) years' experience supervising staff and expected to organize, manage, and achieve multiple goals and priorities.
 - 3.1.1.4. Must have excellent oral and written communication skills.
 - 3.1.1.5. Ability to understand and work effectively and efficiently with youth, educators and employers.
 - 3.1.1.6. Job development experience is a plus.
 - 3.1.1.7. Computer literate.
 - 3.1.2. Three (3) NH-JAG Youth Specialists, with the following credentials:
 - 3.1.2.1. Bachelor's degree in Education, Business, Counseling, or related field preferred.

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Exhibit A

- 3.1.2.2. At least one (1) year experience working with youth, teaching or counseling.
- 3.1.2.3. Must have excellent oral and written communication skills.
- 3.1.2.4. Ability to understand and work effectively and efficiently with youth, educators and employers.
- 3.1.2.5. Job development experience is a plus.
- 3.1.2.6. Computer literate

4. Reporting

- 4.1. The Contractor shall ensure that all program data, reporting and documentation are completed using the JAG National Data Management System (E-NDMS), which shall be maintained by each NH-JAG Youth Specialist at each site.
- 4.2. The Contractor shall comply with the Department's Sentinel Event Reporting, as defined in NH DHHS Policy: PR 10-01.
- 4.3. The Contractor shall provide monthly reports that include, but are not limited to:
 - 4.3.1. Related contract reports generated from the JAG Electronic National Data Management System (E-NDMS);
 - 4.3.2. Data and reports as required by the Department and the TANF State Plan; and
 - 4.3.3. Other data and reports that measure program success as agreed upon by JAG and DHHS.
- 4.4. The Contractor shall ensure monthly and year to date reporting are maintained on the following metrics, identifying senior and non-senior students, where appropriate, and provided to the Department on a monthly basis;
 - 4.4.1. Percent and number of program participants economically disadvantaged at or below 200% of the Federal Poverty Guidelines active in the month broken down by high school, student status – senior vs. non-senior, and if in twelve (12) month follow up status;

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Exhibit A

- 4.4.2. Percent and number of program participants tracked using the JAG e-NDMS data system;
- 4.4.3. Percent and number of program participants which identify five or more barriers at program entry;
- 4.4.4. Percent and number of program participation in JAG Career Association activities;
- 4.4.5. The average number of contact hours per participant per month within the school year and within the (12) month follow up;
- 4.4.6. Number of students entering and exiting the program each month by status;
- 4.4.7. Unduplicated count of students served by the contract by status;
- 4.4.8. Percent and number of program participants who eliminate any barriers at program exit;
- 4.4.9. The average number of contact hours per participant per month within the school year;
- 4.4.10. Percent and number of the core thirty-seven (37) JAG competencies attained, per student, by completion of school year;
- 4.4.11. Percent and number of high school graduates, or equivalent (HiSet) for program participants.
- 4.4.12. Percent and number of students gaining full-time or part-time employment in the month, indicating hourly wages and weekly hours of employment.
- 4.4.13. Percent and number of students working full-time and part time jobs at any time in the month, indicating hourly wages and weekly hours of employment.
- 4.4.14. Percent and number of students participating in educational, training and/or apprenticeship programs.
- 4.4.15. Percent and number of students who complete an educational, training or apprenticeship program credential indicating credential type.

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Exhibit A

- 4.4.16. Percent and number of students participating in community activities and the weekly hours of participation;
 - 4.4.17. Percent and number of students in military service; and
 - 4.4.18. Percent and number of students in a combination of work and school.
- 4.5. Supplemental reports shall be provided to the NH-JAG and/or the Department, upon request.

5. Performance Measures

- 5.1. The Contractor shall ensure the following performance outcomes for high school seniors:
- 5.1.1. 90% high school graduation rate or equivalent (HiSet);
 - 5.1.2. 80% positive outcome rate: employment, postsecondary education enrollment, or military;
 - 5.1.3. 60% employment rate;
 - 5.1.4. 60% full-time jobs rate; and
 - 5.1.5. 80% full-time placement rate: full-time job; full-time postsecondary enrollment; or, a combination of work and school.
- 5.2. The Contractor shall ensure the following performance outcomes for non-seniors:
- 5.2.1. 60% decline in discipline referrals
 - 5.2.2. 25% increase in GPA
 - 5.2.3. 50% reduction in unexcused absences
- 5.3. The Contractor shall ensure the following performance outcomes for high school seniors, for post program services:
- 5.3.1. 90% high school graduation rate or equivalent (HiSet);
 - 5.3.2. 80% positive outcome rate: employment, postsecondary education enrollment, or military;
 - 5.3.3. 60% employment rate;
 - 5.3.4. 60% full-time jobs rate; and



Exhibit A

- 5.3.5. 80% full-time placement rate: full-time job; full-time postsecondary enrollment; or, a combination of work and school.

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Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with funds from the U.S. Department of Health and Human Services, Administration for Children and Families, Temporary Assistance for Needy Families, CFDA #93.558.
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
 - 1.3. The Contractor shall ensure appropriate use of funds, consistent with the Federally mandated purposes of the TANF program, pursuant to 45 CFR.20.
2. Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
 - 2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
 - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

The Contractor shall mail invoices to:

Amy O'Hara
Department of Health and Human Services
Division of Economic & Housing Stability
129 Pleasant St., Brown Bldg
Concord, NH 03301
 - 2.5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

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Exhibit B

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3. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Appendix B-1
Budget

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

Bidder/Program Name: New Hampshire Jobs for America's Graduates (NH-JAG)

Budget Request for: Jobs for America's Graduates (SS-2019-BFAM-01-NHJAG)

Budget Period: 07/01/2018 - 06/30/2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 150,500.00	\$ 12,500.00	\$ 163,000.00	\$ 21,500.00	\$ 6,400.00	\$ 27,900.00	\$ 129,000.00	\$ 6,100.00	\$ 135,100.00
2. Employee Benefits	\$ 38,900.00	\$ 1,045.00	\$ 39,945.00	\$ -	\$ -	\$ -	\$ 38,900.00	\$ 1,045.00	\$ 39,945.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 1,500.00	\$ 500.00	\$ 2,000.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 500.00	\$ 500.00
Repair and Maintenance	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00
Purchase/Depreciation	\$ 6,300.00	\$ -	\$ 6,300.00	\$ -	\$ -	\$ -	\$ 6,300.00	\$ -	\$ 6,300.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 6,500.00	\$ -	\$ 6,500.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00
6. Travel	\$ 8,500.00	\$ 2,500.00	\$ 11,000.00	\$ -	\$ -	\$ -	\$ 8,500.00	\$ 2,500.00	\$ 11,000.00
7. Occupancy	\$ 36,000.00	\$ 3,500.00	\$ 39,500.00	\$ 36,000.00	\$ -	\$ 36,000.00	\$ -	\$ 3,500.00	\$ 3,500.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone / Internet	\$ 4,500.00	\$ 1,000.00	\$ 5,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 4,000.00
Postage	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 1,055.00	\$ 1,055.00	\$ -	\$ -	\$ -	\$ -	\$ 1,055.00	\$ 1,055.00
Insurance	\$ 5,000.00	\$ 1,000.00	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 1,000.00	\$ 6,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00
11. Staff Education and Training	\$ 8,000.00	\$ 2,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 2,000.00	\$ 10,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory*):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Student Activities	\$ 10,500.00	\$ -	\$ 10,500.00	\$ -	\$ -	\$ -	\$ 10,500.00	\$ -	\$ 10,500.00
Program Fees	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000.00	\$ -	\$ 9,000.00
Contract Services	\$ 2,100.00	\$ -	\$ 2,100.00	\$ -	\$ -	\$ -	\$ 2,100.00	\$ -	\$ 2,100.00
TOTAL	\$ 289,300.00	\$ 29,100.00	\$ 318,400.00	\$ 62,000.00	\$ 6,400.00	\$ 68,400.00	\$ 227,300.00	\$ 22,700.00	\$ 250,000.00

Indirect As A Percent of Direct

10.1%

10.0%

*Other details:

Student Activities - Student Career Development Conference, Leadership Conference and other student training & field trips.

Program Fees - Participant curriculum, career association and JAG affiliation fees.

Contract Services - Substitutes for specialists if needed.



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;

[Signature]

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New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

[Signature]
6/13/18

New Hampshire Department of Health and Human Services
Exhibit C



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

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

[Signature]



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

[Signature]
6/13/18

New Hampshire Department of Health and Human Services
Exhibit C



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

[Signature]

6/13/18



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

[Signature]
6/13/18

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)

Laconia High School, 345 Union Ave, Laconia, NH 03246
Littleton High School, 159 Oak Hill Ave, Littleton, NH 03561
Newport High School, 245 North Mail St, Newport, NH 03773
Winnacunnet High School, 1 Alumni Dr, Hampton, NH 03842

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

Contractor Name: NH-JAG

6/13/18
Date

Janet M. Arnett
Name: Janet M. Arnett
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: NH-JAG

6/13/18
Date

Janet M. Arnett
Name: Janet M. Arnett
Title: Executive Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: NH-JAG

Date 6/13/18

Janet M. Arnett
Name: Janet M. Arnett
Title: Executive Director

Contractor Initials ma
Date 6/13/18



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: NH-JAG

6/13/18
Date

Janet M. Arnett
Name: Janet M. Arnett
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

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CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: NH-JAG

6/13/18
Date

Janet M. Arnett
Name: Janet M. Arnett
Title: Executive Director

Contractor Initials ma
Date 6/13/18



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.

[Signature]

6/13/18



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

[Signature]



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services

The State


Signature of Authorized Representative

Christine Tappa
Name of Authorized Representative

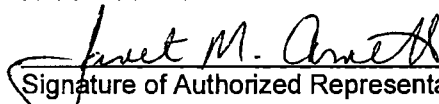
Associate Commissioner
Title of Authorized Representative

Date

6/20/18

NH-JAG

Name of the Contractor


Signature of Authorized Representative

Janet M. Arnett

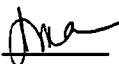
Name of Authorized Representative

Executive Director

Title of Authorized Representative

6/13/18

Date





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

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

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

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

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

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

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

Contractor Name: NH-JAG

6/13/18
Date

Janet M. Arnett
Name: Janet M. Arnett
Title: Executive Director

Jan
6/13/18

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 015743404
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

x NO YES

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

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

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

 NO YES

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

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

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

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

[Signature]

6/13/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

[Signature]

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

[Signature]

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov