



Nicholas A. Toumpas
Commissioner
Maggie Bishop
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-626-2983 TDD Access: 1-800-735-2964

April 15, 2014

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

*Sole Source
100% Federal*

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into a **sole source** agreement with New Futures, Inc., 10 Ferry St, Suite 307, Concord, NH 03301, (Vendor Code 159257) to provide family and community support networks for families of children with Serious Emotional Disturbances and Substance Use Disorders in an amount not to exceed \$113,500, effective upon Governor and Executive Council approval through June 30, 2015.

Funds are available in the following accounts in State Fiscal Years 2014 and 2015 with the ability to adjust encumbrances between State Fiscal Years through the Budget Office with Governor and Executive Council approval, if needed and justified

HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, STAY GRANT

State Fiscal Year	Appropriation	Class/Object	Class Title	Activity Code	Amount
2014	05-95-42-421010-12380000	102-500731	Contracts for Program Services	42103802	\$43,500
2015	05-95-42-421010-12380000	102-500731	Contracts for Program Services	42103802	\$70,000
				Total:	\$113,500

EXPLANATION

The purpose of this **sole source** request is to enter into an agreement with New Futures, Inc., to expand existing family and community support networks for families of children with Serious Emotional Disturbances and Substance Use Disorders.

This request is sole source because the Substance Abuse and Mental Health Services Administration required states applying for Systems of Care Implementation grant funds to identify specific participating family organizations in their grant submissions. New Hampshire identified all known family support agencies that have previously worked in concert with the State's Community

Based Care System. One key partner identified at the start of this grant was not able to fulfill this scope of service. At this time, the only other organization and key partner that can develop family support and leadership activities for families experiencing issues with co-occurrences of substance use and mental health disorders is New Futures, Inc.

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

Funds for this agreement will be used primarily for the development two regional support groups for children with Serious Emotional Disturbances and Substance Use Disorders and their families.

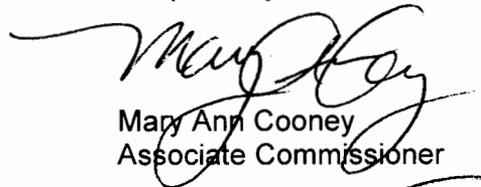
Should Governor and Council not authorize this request, the momentum to transform children's mental health service delivery systems will be significantly impaired. The progress and collaborative work to date of the public systems, family organizations and community providers will likely dissipate and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

Areas Served: Statewide

Source of Funds: 100% Federal

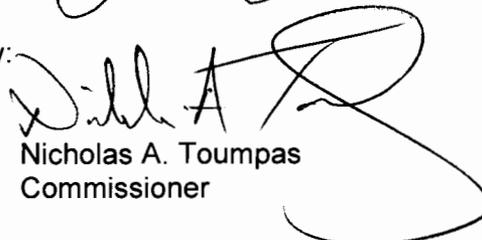
In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

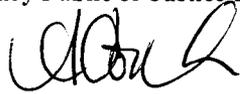
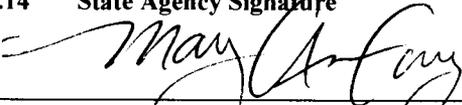
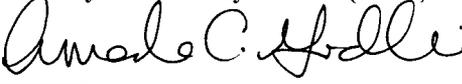
Subject: Expanding existing family and community support networks for families of children with Serious Emotional Disturbances and Substance Use Disorders

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Children, Youth and Families		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name New Futures, Inc.		1.4 Contractor Address 10 Ferry St. - Suite 307 Concord, NH 03301	
1.5 Contractor Phone Number 603-225-9540	1.6 Account Number 05-95-42-421010 10-042- 12380000-102- 500731-4210380*2	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$113,500
1.9 Contracting Officer for State Agency Eric Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory LINDA S. PAQUETTE, EXECUTIVE DIR.	
1.13 Acknowledgement: State of <u>NH</u> County of <u>MERRIMACK</u> On <u>4/11/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace April Couture, Office Manager			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COONEY 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) By:  On: 4/23/14			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer

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4/11/14

identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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





Exhibit A

Scope of Services

1. The contractor shall expand existing family and community support networks for families of children with a Serious Emotional Disturbance (SED) and Substance Use Disorder (SUD).
2. The contractor shall hire a part-time Family Support Coordinator.
 - 2.1 The Family Support Coordinator shall:
 - 2.1.1 Serve on work groups, advisory councils and committees associated with the System of Care Grant (FAST Forward) as necessary,
 - 2.1.2 Supervise the family support group facilitators for the two new groups indicated in 5 below.
 - 2.1.3 Complete all activities required to meet contractual agreements,
 - 2.1.4 Report on the above activities to the Executive Director, of New Futures or his/her designee.
3. The contractor shall promote family leadership by recruiting, training and supporting two (2) family leadership candidates (Family Facilitators).
4. The contractor shall enroll the Family Facilitators in the National Alliance for the Mentally Ill (NAMI) Family Leadership Training Program.
 - 4.1 The contractor will ensure that family facilitators will be prepared to provide peer to peer support to families being served by the System of Care project.
5. The contractor shall develop two (2) new regional support groups for families of children with SED and/or SUD.
 - 5.1 The contractor shall demonstrate they have established these support groups by providing the Department with:
 - 5.1.1 Copies of flyers and emails noting date/time/location of meetings.
 - 5.1.2 Copies of reports or other narratives that detail outreach and marketing efforts.
 - 5.1.3 Certification that meetings occurred including duration, frequency, and attendance.
 - 5.2 The contractor shall assess the need for additional support groups based on the children and families served by the System of Care and develop additional support groups in those areas necessary to meet those family needs.
6. The contractor shall provide professional and volunteer development in order to enhance access to treatment for children with SED and/or SUD, and their families.
7. The contractor shall develop educational and social marketing materials related to children/youth with SED and/or SUD, and their families.
8. The contractor shall improve communication among stakeholders by website enhancement.
 - 8.1 The contractor shall enhance and maintain the Children's Behavioral Health Collaborative website and ensure it includes cohesive content about the System of Care project.



Exhibit A

9. The contractor shall collect, organize and report all data relevant for grant reporting as defined by the Grant reporting system, and for program improvement.
 - 9.1 Data collection and reporting shall include but not be limited to:
 - 9.1.1 NOMS client data
 - 9.1.2 Infrastructure Development, Preventions and Mental Health Promotion (IPP) data required by SAMHSA and collected by Antioch College.
 - 9.1.3 other data related to the evaluation activities of the System of Care, as defined by Antioch College.



Exhibit B

Method and Conditions Precedent to Payment

1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services; and expenses incurred, the Department shall pay the Contractor an amount listed in Form P-37, Section 1.8, Price Limitation.
2. Payment for said services shall be made monthly, but not less than quarterly:
 - 2.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement. The invoice, provided by the Department, must be completed, signed, and returned to the Department in order to initiate payment. In lieu of hard copies, invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Fiscal Administrator
Division for Children, Youth and Families
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Email: dbclark@dhhs.state.nh.us

- 2.2 Expenditures shall be in accordance with the approved line item budget shown in Exhibit B-1 and Exhibit B-2.
- 2.3 Payments may be withheld pending receipt of required reports, plans, and updates as defined in Exhibit A.
- 2.4 A final payment request shall be submitted no later than sixty days after the contract ends.
- 2.5 Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement; and
- 2.6 When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

Contractor Initials:

Date: 9/11/14

**New Hampshire Department of Health and Human Services
Exhibit B-1**

Bidder/Program Name: New Futures

Budget Request for: MH Contract Services

Budget Period: 4/23/14-6/30/14

	Contract	Other	Subcontract	Other	Subcontract	Other	Subcontract	Other	Subcontract	
1. Total Salary/Wages	\$	\$7,653	\$	\$	\$7,653	\$	\$	\$7,400	\$	\$7,400
2. Employee Benefits	\$	-	\$	\$	-	\$	-	-	\$	\$0
3. Consultants	\$	-	\$	\$	-	\$	-	-	\$	\$0
4. Equipment:	\$	-	\$	\$	-	\$	-	-	\$	\$0
Rental	\$	-	\$	\$	-	\$	-	-	\$	\$0
Repair and Maintenance	\$	-	\$	\$	-	\$	-	-	\$	\$0
Purchase/Depreciation	\$	-	\$	\$	-	\$	-	-	\$	\$0
5. Supplies:	\$	-	\$	\$	-	\$	-	-	\$	\$0
Educational	\$	-	\$	\$	-	\$	-	-	\$	\$0
Lab	\$	-	\$	\$	-	\$	-	-	\$	\$0
Pharmacy	\$	-	\$	\$	-	\$	-	-	\$	\$0
Medical	\$	-	\$	\$	-	\$	-	-	\$	\$0
Office	\$	-	\$	\$	-	\$	-	-	\$	\$0
6. Travel	\$	-	\$	\$	-	\$	-	1,130	\$	\$1,130
Consultant travel and accommodation	\$	-	\$	\$	-	\$	-	1,285	\$	\$1,285
7. Occupancy	\$	-	\$	\$	-	\$	-	2,500	\$	\$2,500
8. Current Expenses	\$	-	\$	\$	-	\$	-	-	\$	\$0
Telephone	\$	-	\$	\$	-	\$	-	75	\$	\$75
Postage	\$	-	\$	\$	-	\$	-	-	\$	\$0
Subscriptions	\$	-	\$	\$	-	\$	-	-	\$	\$0
Audit and Legal	\$	-	\$	\$	-	\$	-	-	\$	\$0
Insurance	\$	-	\$	\$	-	\$	-	-	\$	\$0
Board Expenses	\$	-	\$	\$	-	\$	-	-	\$	\$0
9. Software	\$	-	\$	\$	-	\$	-	-	\$	\$0
10. Marketing/Communications	\$	-	\$	\$	-	\$	-	960	\$	\$960
11. Staff Education and Training	\$	-	\$	\$	-	\$	-	-	\$	\$0
12. Subcontracts/Agreements	\$	-	\$	\$	-	\$	-	23,200	\$	\$23,200
13. Other (NAMI Family Leadership Training):	\$	-	\$	\$	-	\$	-	2,600	\$	\$2,600
NF Admin 10%	\$	-	\$	\$	-	\$	-	4,350	\$	\$4,350
	\$	-	\$	\$	-	\$	-	-	\$	\$0
	\$	-	\$	\$	-	\$	-	-	\$	\$0
TOTAL	\$	7,653.00	\$	7,653.00	\$	43,500	\$	\$43,500.00		

Contractor Initials:
Date: 4/11/14

**New Hampshire Department of Health and Human Services
Exhibit B-2**

Program Name: MH Contract Services
Budget Request for: New Futures

Budget Period: 7/1/14-6/30/15

1. Total Salary/Wages	\$14,000	\$	-	\$14,000	\$37,000	\$	-	\$	37,000.00
2. Employee Benefits		\$	-			\$	-	\$	-
3. Consultants		\$	-			\$	-	\$	-
4. Equipment:		\$	-			\$	-	\$	-
Rental		\$	-			\$	-	\$	-
Repair and Maintenance		\$	-			\$	-	\$	-
Purchase/Depreciation		\$	-			\$	-	\$	-
5. Supplies:		\$	-			\$	-	\$	-
Educational		\$	-			\$	-	\$	-
Lab		\$	-			\$	-	\$	-
Pharmacy		\$	-			\$	-	\$	-
Medical		\$	-			\$	-	\$	-
Office		\$	-		\$1,500	\$	-	\$	1,500.00
6. Travel		\$	-		\$5,440	\$	-	\$	5,440.00
Consultant travel and accommodation		\$	-		\$0	\$	-	\$	-
7. Occupancy		\$	-			\$	-	\$	-
8. Current Expenses		\$	-			\$	-	\$	-
Telephone		\$	-		\$300	\$	-	\$	300.00
Postage		\$	-			\$	-	\$	-
Subscriptions		\$	-			\$	-	\$	-
Audit and Legal		\$	-			\$	-	\$	-
Insurance		\$	-			\$	-	\$	-
Board Expenses		\$	-			\$	-	\$	-
9. Software		\$	-			\$	-	\$	-
10. Marketing/Communications		\$	-		\$600	\$	-	\$	600.00
11. Staff Education and Training		\$	-			\$	-	\$	-
12. Subcontracts/Agreements		\$	-		\$15,560.00	\$	-	\$	15,560.00
13. Other (NAM Family Leadership Training):		\$	-		\$2,600	\$	-	\$	2,600.00
NF Admin 10%		\$	-		\$7,000	\$	-	\$	7,000.00
		\$	-			\$	-	\$	-
		\$	-			\$	-	\$	-
TOTAL	\$14,000.00	\$	-	\$14,000.00	\$70,000	\$	-	\$	70,000.00

Contractor Initials: BP
Date: 7/1/14

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. 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:

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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 Contractor's 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:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 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:

9. 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:

9.1 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.

9.2 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.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor 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.

10.1 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.

10.2 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.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

Contractor Initials: bsp
Date: 4/11/14

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 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.

12.2 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.

13. 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.

14. 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:

14.1 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.

15. 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.

16. 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.

17. 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.

Contractor Initials:
Date:

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

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 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
- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

Contractor Initials: BP
Date: 4/11/14

SPECIAL PROVISIONS – 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.

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.

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

Contractor Initials: bsp
Date: 4/11/14

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL 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 Agreement for up to two additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

NH Department of Health and Human Services

STANDARD EXHIBIT D

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials: BP
Date: 4/11/14

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

NEW FUTURES From: 4/11/14 To: JULY 1, 2015
 (Contractor Name) (Period Covered by this Certification)

LINDA S. PAQUETTE, EXECUTIVE DIRECTOR
 (Name & Title of Authorized Contractor Representative)

Linda S. Paquette 4/11/14
 (Contractor Representative Signature) (Date)

Contractor Initials: bsp
 Date: 4/11/14

NH Department of Health and Human Services

STANDARD EXHIBIT E

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

Contract Period: _____ through _____

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

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

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

Linda S. Paquette
(Contractor Representative Signature)

LINDA S. PAQUETTE, EXECUTIVE DIR.
(Authorized Contractor Representative Name & Title)

NEW FUTURES
(Contractor Name)

4/11/14
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials: bsp

Date: 4/11/14

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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
 - (d) 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.
- (2) 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).

Contractor Initials: bsp
Date: 4/11/14

LOWER TIER COVERED TRANSACTIONS

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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 Representative Signature)	LINDA S. PAQUETTE, EXECUTIVE DIR. _____ (Authorized Contractor Representative Name & Title)
NEW FUTURES _____ (Contractor Name)	4/11/14 _____ (Date)

Contractor Initials: bsp
 Date: 4/11/14

NH Department of Health and Human Services

STANDARD EXHIBIT G

**CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Linda S. Paquette
(Contractor Representative Signature)

LINDA S. PAQUETTE, EXEC. DIR.
(Authorized Contractor Representative Name & Title)

NEW FUTURES
(Contractor Name)

4/11/14
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Linda S. Paquette
(Contractor Representative Signature)

LINDA S. PAQUETTE, EXEC. DIR.
(Authorized Contractor Representative Name & Title)

NEW FUTURES
(Contractor Name)

4/11/14
(Date)

Contractor Initials: bsp
Date: 4/11/14

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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.

LSP
 4/11/14

- k. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

Contractor Initials: bsp
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- 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

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- h. 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.
- i. 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.
- j. 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.
- k. 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 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.

Contractor Initials: bsp
Date: 4/11/14

(5) **Termination for Cause**

In addition to standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

Contractor Initials: bsp
Date: 4/11/14

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

NH DHHS
The State Agency Name

NEW FUTURES
Name of the Contractor

Mary Ann Conway
Signature of Authorized Representative

Linda S. Paquette
Signature of Authorized Representative

MARY Ann Conway
Name of Authorized Representative

Linda S. Paquette
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

EXECUTIVE DIRECTOR
Title of Authorized Representative

4/20/14
Date

4/11/14
Date

NH Department of Health and Human Services

STANDARD 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: N/A

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

NO YES

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

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

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

NO YES

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

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

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

- | | |
|-------------|---------------|
| Name: _____ | Amount: _____ |

Contractor initials: bsp
Date: 4/11/14
Page # _____ of Page # _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW FUTURES, INC. is a New Hampshire nonprofit corporation formed April 9, 2001. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of April A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

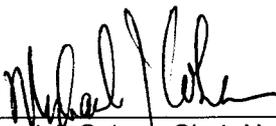
I, Michael J. Cohen, do hereby certify that:

1. I am a duly elected Officer of New Futures.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of New Futures duly held on April 9, 2014:

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 11th day of April, 2014.

4. Linda Saunders Paquette is the duly elected Executive Director of New Futures.



Michael J. Cohen, Chair New Futures Board

STATE OF NEW HAMPSHIRE
County of MORRIS

The forgoing instrument was acknowledged before me this 11 day of April, 2014,

By: Michael J. Cohen



(Notary Public/Justice of the Peace)



Commission Expires: May 25, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/9/2014

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

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

PRODUCER Foy Insurance Group - Pembroke 570 Pembroke St. Pembroke NH 03275	CONTACT NAME: Cara Scala PHONE (A/C, No, Ext): (603) 224-1121 E-MAIL ADDRESS: Cara.Scala@Foyinsurance.com		FAX (A/C, No): (603) 224-4827
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED New Futures Inc 10 Ferry Street, Suite 307 Concord NH 03301	INSURER A: Philadelphia Indemnity Ins Co		18058
	INSURER B: Technology Insurance Company		42376
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 14/15 gl master **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	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			PHPK1108445	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1108445	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 0			PHUB404392	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	3A State: NH TWC3301026	1/1/2014	1/1/2015	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Cara L. Scala, ACSR

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

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

Values (Guiding Principles)

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

NEW FUTURES, INC.
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT
DECEMBER 31, 2012

NEW FUTURES, INC.
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT
DECEMBER 31, 2012

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Marilyn L. Chandler, CPA, PLLC
P.O. Box 583 Contoocook, NH 03229
(603) 848-2448 marilyn@mlchandlercpa.com

INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of New Futures, Inc. (a New Hampshire not-for-profit Corporation) which comprise the statement of financial position as of December 31, 2012, and the related statements of activities, functional expenses and cash flows for the year then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate under 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 the significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Futures, Inc. as of December 31, 2012, and the results of its operations for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Marilyn L. Chandler, CPA, PLLC

Contoocook, New Hampshire
March 6, 2013

NEW FUTURES, INC.
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2012

ASSETS

CURRENT ASSETS	
Cash - operating	\$ 270,587
Cash - reserved	158,208
Prepaid expenses	284
Total Current Assets	429,079
PROPERTY AND EQUIPMENT	
Equipment	61,002
Computer software	4,623
Furniture and fixtures	19,242
Website	19,150
Leasehold improvements	9,605
	113,622
Less accumulated depreciation	(77,056)
Property and Equipment - net	36,566
OTHER ASSETS	
Security deposit	6,723
	6,723
TOTAL ASSETS	\$ 472,368

LIABILITIES AND NET ASSETS

LIABILITIES	
Accounts payable	\$ 6,341
Scholarships payable	6,000
Accrued wages and related expenses	6,574
Accrued vacation	14,968
Total Current Liabilities	33,883
NET ASSETS	
Unrestricted	327,195
Unrestricted - invested in equipment	36,566
Unrestricted - board designated	74,724
Temporarily restricted	0
Total Net Assets	438,485
TOTAL LIABILITIES AND NET ASSETS	\$ 472,368

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

NEW FUTURES, INC.

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
REVENUE AND SUPPORT			
New Hampshire Charitable Foundation			
Substance Abuse Fund	\$ 416,666	\$	\$ 416,666
Field of Interest grant	256,756		256,756
Grants		5,916	5,916
Event income	2,464		2,464
Interest income	3,130		3,130
Other income	14,170		14,170
Net assets released from restrictions	<u>43,142</u>	<u>(43,142)</u>	
TOTAL REVENUE AND SUPPORT	736,328	(37,226)	699,102
EXPENSES			
Program services			
Leadership development	162,858		162,858
Policy development	183,875		183,875
Advocacy	214,916		214,916
NH Cares	3,480		3,480
Adolescent treatment			
Closing the addiction treatment gap			
Support services			
Management and General	<u>226,420</u>		<u>226,420</u>
TOTAL EXPENSES	<u>791,549</u>		<u>791,549</u>
CHANGE IN NET ASSETS	(55,221)	(37,226)	(92,447)
NET ASSETS - BEGINNING OF YEAR	<u>493,706</u>	<u>37,226</u>	<u>530,932</u>
NET ASSETS - END OF YEAR	<u>\$ 438,485</u>	<u>\$ -</u>	<u>\$ 438,485</u>

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

NEW FUTURES, INC.

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2012

	Leadership Development	Policy Development	Advocacy	NH Cares	Program Total	General and Administrative	Total	2012 Total
WAGES AND RELATED								
Wages	\$ 106,969	\$ 109,405	\$ 129,320	\$ 2,506	\$ 348,200	\$ 70,313	\$ 418,513	\$ 378,893
Employee benefits	10,849	15,225	9,669		35,743	18,863	54,606	63,740
Payroll taxes	9,849	8,285	10,913	296	29,343	10,507	39,850	30,869
TOTAL WAGES AND RELATED	<u>127,667</u>	<u>132,915</u>	<u>149,902</u>	<u>2,802</u>	<u>413,286</u>	<u>99,683</u>	<u>512,969</u>	<u>473,502</u>
EXPENSES								
Rent and maintenance	6,832	8,565	9,794		25,191	19,238	44,429	42,768
Telephone, communications, internet	4,977	5,905	6,929	356	18,167	13,263	31,430	67,229
Professional fees				270	270	26,599	26,869	29,598
Consultants								
Government relations	2,750	8,204	13,324		24,278	2,750	27,028	23,833
Research and analysis		4,339	13,011		17,350	200	17,550	11,200
Travel and meals	3,623	8,089	5,327		17,039	4,610	21,649	14,906
Depreciation and amortization	2,532	3,174	3,629		9,335	7,129	16,464	15,936
Annual awards	77				77	15,482	15,559	14,382
Office expense	2,418	2,957	3,423		8,798	6,641	15,439	17,341
Professional development	973	86	484		1,543	13,092	14,635	7,539
Meetings and training	5,011		410		5,421	5,965	11,386	24,667
Computer expenses	1,639	2,055	2,350		6,044	4,614	10,658	7,237
Insurance	1,388	1,740	1,990		5,118	3,907	9,025	5,162
Program registrations	651	2,443	766		3,860	3,710	7,570	3,139
Printing and advertising	989	1,240	1,417	52	3,698	2,784	6,482	
Membership, dues and fees		495	250		745	1,662	2,407	
Other expenses								3,065
Marketing								1,360
TOTAL EXPENSES	<u>\$ 161,527</u>	<u>\$ 182,207</u>	<u>\$ 213,006</u>	<u>\$ 3,480</u>	<u>\$ 560,220</u>	<u>\$ 231,329</u>	<u>\$ 791,549</u>	<u>\$ 762,864</u>

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

NEW FUTURES, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2012

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	\$ (92,447)
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation	16,464
Decrease in prepaid expenses	8,553
Increase in accounts payable	5,477
(Decrease) in accrued expenses	<u>(5,852)</u>
NET CASH (USED) BY OPERATING ACTIVITIES	(67,805)
 CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of capital assets	<u>(6,733)</u>
NET CASH (USED) BY INVESTING ACTIVITIES	<u>(6,733)</u>
 (DECREASE) IN CASH	 (74,538)
CASH AT BEGINNING OF YEAR	<u>503,333</u>
CASH AT END OF YEAR	<u><u>\$ 428,795</u></u>
 SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION	
Disposal of fully depreciated equipment	<u><u>\$ 14,482</u></u>

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

NEW FUTURES, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2012

NOTE A - PROGRAM ACTIVITIES

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

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

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

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

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

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The financial statements of the Organization are prepared in accordance with generally accepted accounting standards and principles established by the Financial Accounting Standards Board (FASB). References to U.S. generally accepted accounting principles (GAAP) in these footnotes are to the FASB Accounting Standards Codification. The financial statements are prepared on the accrual basis under which revenues and gains are recognized when earned, and expenses and losses are recognized when incurred.

Basis of Presentation

Financial statement presentation follows generally accepted accounting principles for not-for-profit organizations which require that resources be classified for accounting and reporting purposes into three net asset categories according to externally (donor) imposed restrictions. A description of the three net assets categories follows:

Unrestricted net assets include revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. Unrestricted net assets invested in equipment represent unrestricted amounts designated for long-term investment.

NEW FUTURES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Temporarily restricted net assets include gifts and contributions for which time restrictions or donor-imposed restrictions have not yet been met.

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof be made available for program operations in accordance with donor restrictions. As of December 31, 2012, the Organization had no permanently restricted net assets.

Use of Estimates

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

Cash and Cash Equivalents

For purposes of reporting cash flows, the Organization considers all unrestricted highly liquid investments with an initial maturity of six months or less to be cash equivalents. As of December 31, 2012, the Organization had no cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. As of December 31, 2012, no accounts receivable balances were outstanding and therefore no provision for uncollectible amounts has been recorded.

However, when balances are not considered fully collectible the Organization uses the direct write-off method. The Organization believes this policy is acceptable because the amounts written off are immaterial.

Property and Equipment

Property and equipment are recorded or, if donated, at estimated fair market value at the date of donation. Material assets with a cost in excess of \$500 are capitalized. Depreciation and amortization are provided for using straight-line methods to amortize the cost of the assets over their useful lives as follows:

Equipment	5
Furniture and fixtures	5-7
Software and website	3

NEW FUTURES, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2012

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment (continued)

Expenditures for repair and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts along with the related depreciation and amortization allowances and any gain or loss is recognized.

Depreciation expenses aggregated \$16,465 for the year ended December 31, 2012

Contributions and Contributions Receivable

Contributions received are recorded as an increase in unrestricted, temporarily restricted or permanently restricted support, depending on the existence and/or nature of any donor restrictions or time restrictions. When a restriction expires (that is, when a stipulated time restrictions ends or the purpose is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Functional Expenses

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

Income Taxes

The Internal Revenue Service has determined that the Organization is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. The Organization is also exempt from state income taxes by virtue of its ongoing exemption from federal income taxes. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

The Organization complies with the *Accounting for Uncertainty in Income Taxes* standard. Accordingly, management has evaluated its tax positions and has concluded that the Organization has maintained its tax exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment or disclosure in its financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for years before 2009.

Donated Goods and Services

A significant portion of the Organization's functions are conducted by unpaid officers, board members and volunteers. The value of this contributed time, while critical to the Organization's success, does not meet the criteria necessary for recognition and is not included in the financial statements. Donated professional services are recorded as both revenue and expense at estimated fair value. For the year ended December 31, 2012, there were no recorded donations of services.

NEW FUTURES, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2012

NOTE C – FUNDS HELD BY OTHERS

The Organization is a beneficiary of the Substance Abuse Fund, a designated fund held and administered at the NHCF for the benefit of the Organization. Pursuant to the terms of the resolution establishing this fund, the fund is not included in these financial statements since all property contributed to the NHCF Substance Abuse Fund is considered contributions to the NHCF due to the variance power authorizing the NHCF to modify restrictions and/or beneficiaries of the fund resolution. In accordance with its spending policy, the NHCF makes distributions from the fund to the Organization. The distributions are approximately 4.1% of the market value of the fund per year.

For the year ended December 31, 2012, a total of \$416,666 was received from the fund and the market value of the fund's assets was \$10,378,853 on December 31, 2012.

NOTE D – PREMIUM ONLY PLAN/FLEXIBLE SPENDING ACCOUNT

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

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

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

NOTE E – RETIREMENT PLAN, COMMITMENTS AND CONTINGENCIES

The Organization maintains a voluntary, contributory tax sheltered annuity plan. Eligibility begins after one year of employment or 1,000 hours of service, whichever is later. In 2012, the Organization contributed to the program at an annual rate of 5% of each eligible employee's salary including overtime and bonuses. Employees may also contribute a portion of their salary to the plan. Retirement plan contributions for the year ended December 31, 2012, amounted to \$15,784.

The Organization maintains a sick time policy in which each employee is entitled to up to fifteen paid sick days each year (part-time employees accrue sick leave on a pro-rated basis). Unused sick days are allowed to be carried over to the next year to a maximum of thirty days but are not accrued as a liability of the Organization.

NEW FUTURES, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2012

NOTE F – LEASE COMMITMENTS

In June 2010 the Organization entered into an agreement to lease a Concord office space. Under this agreement, the Organization made a security deposit in the amount of \$6,723 and is required to make monthly rental payments ranging from \$3,361 to \$3,809 over the course of the five year lease. Rent expense for the year ended December 31, 2012, amounted to \$44,429. In addition to base rent, the Organization may be obligated to pay certain utilities and maintenance expenses.

During the year ended December 31, 2009, the Organization began leasing a copier. The term of the lease is for five years requiring monthly payments of \$240. Copier lease expense for the year ended December 31, 2012, amounted to \$2,880.

Future minimum payments on these leases are as follows:

2013	\$ 47,024
2014	46,433
2015	26,666
	<u>\$ 120,123</u>

NOTE G - CONCENTRATIONS

For the year ended December 31, 2012, approximately 96% of the total revenue was funded from the NHCF through the Substance Abuse Fund and the Field of Interest grant. The future existence of the Organization is dependent upon continued support from the NHCF.

The Organization maintains its cash accounts with several financial institutions. The Organization's non-interest bearing cash balances were fully insured at December 31, 2012, due to a temporary federal program in effect through December 31, 2012. Under the program, there is no limit to the amount of insurance for eligible accounts. The Organization's interest-bearing accounts are insured up to \$250,000, per depositor at each financial institution. The Organization has no interest-bearing amounts on deposit in excess of federally insured limits at December 31, 2012.

NOTE H – SHARED SERVICES

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

NEW FUTURES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012

NOTE I – UNRESTRICTED NET ASSETS – BOARD DESIGNATED

Under its agreement with the New Hampshire Charitable Foundation, the Organization may be permitted to retain any unspent funds and carry them forward to use in a subsequent year. During the year ended December 31, 2012, the Organization carried forward and used \$107,590 which left a board designated balance of \$74,724.

NOTE J – SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through March 6, 2013, the date the financial statements were available to be issued and has not evaluated events after that date. Management has determined that there were no material subsequent events that require disclosure for the year ended December 31, 2012.

New Futures Board of Directors

Mike Cohen (CHAIR)
Principal Consultant
MJC Health Solutions, LLC

**Tim Murray (VICE
CHAIR/TREASURER)**
Owner/Consultant
Crossroads Insurance Answers

Marty Boldin (SECRETARY)
Director
*Office of Youth Services, City of
Manchester*

Margie Lim Morison
*Chief Nursing Officer, Outpatient Services and
Regional Development*
New London Hospital

Ellen Eberhart
Owner
Eberhart Counseling, LLC

Greg Norman
Director
*Dartmouth-Hitchcock Medical
Center*

Jennifer Morris
Human Resources Generalist
FIRST

Myron Kurtiak
Director of Human Resources
Waban Projects, Inc.

John Miller
*Regional Director of Human
Resources*
Student Transportation of America

Mark McCue
Partner
Hinckley Allen

Nancy Ball (Medical Leave)
Attorney
Shaheen & Gordon

LINDA SAUNDERS PAQUETTE

EDUCATION

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

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

EMPLOYMENT

- 2010-Present Executive Director, New Futures, Inc., Concord, New Hampshire**
Serve as executive of nonprofit that advocates, educates and collaborates to prevent and reduce alcohol and other drug problems in New Hampshire. Responsible for all aspects of management, including but not limited to supervising all staff, budget, strategic direction, media relations, legislative advocacy, advocacy training, policy initiatives.
- 1996-Present State of New Hampshire, Department of Health and Human Services, Concord, New Hampshire**
Positions Held:
2004 - Present Administrator, Office of Improvement, Integrity and Information/LEAN Coordinator
Responsible for creating office and managing program integrity, quality assurance, and continuous improvement activities for department, including business process review and improvement and service delivery transformation.
2000-2004 Deputy Director, Division of Behavioral Health
Responsible for establishing maintaining, implementing and coordinating mental health services in New Hampshire through the community mental health system, New Hampshire Hospital, and Glencliff Home for the Elderly. Primarily responsible for administration of the community mental health system, including state budget development and oversight, implementing policy, legislative interaction, management of information technology, hiring and supervising division personnel.
1999-2000 Chief Legal Counsel and Legislative Liaison, Division for Children, Youth and Families

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

1996-1999 Manager, Administrative Appeals Unit

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

1993-1996 Hearing Officer and Legal Consultant, State of New Hampshire, Division of Mental Health and Developmental Services (DMHDS), Concord, New Hampshire
Contracted with the State of New Hampshire to conduct and hear the agency's administrative appeals and to provide counsel per request.

1989-1994 Acting Justice, Concord District Court, Concord, New Hampshire
Presided over judicial hearings regarding the involuntary, emergency admission of persons to New Hampshire Hospital, an acute psychiatric facility.

1983-1994 Professor and Director of Trial Advocacy, Franklin Pierce Law Center, Concord, New Hampshire
Taught courses in Evidence, Advanced Evidence, Trial Advocacy, and Advanced Trial Advocacy to second and third-year law students. Administered Trial Advocacy/Evidence segment of curriculum, which involved designing trial advocacy courses, hiring and supervising adjunct faculty who taught within the program.

1979-1983 Managing Attorney, Belknap/Merrimack County Office, New Hampshire Public Defender Program, Concord, New Hampshire
Represented indigent defendants (juveniles and adults) on delinquency, misdemeanor, and felony charges in district and superior courts. Responsible for caseload of approximately fifty-five cases. As managing attorney of the office from 1980 to 1983, responsible for administration of office, including hiring and supervision of office attorneys, support staff, and law students.

1978-1979 Director, Elderly Legal Services Development Program, New Hampshire Bar Association, Manchester, New Hampshire
Responsible for administering federal grants to improve and expand legal services for New Hampshire's elderly population. Responsibilities included devising and implementing Elderly Lawyer Referral Service, providing backup service for members of the private bar handling elderly cases, establishing and training a network of "advocacy assistants" with regard to legal issues affecting the elderly, monitoring state and federal legislation affecting the elderly, and organizing the New Hampshire Elderly Coalition.

CONSULTATION

1995-1996 Advisory Group - United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment, Rockville, Maryland.
Invited to advise agency on policy issues related to improving services in the area of co-occurring substance abuse and mental health disorders.

1995 Grant Review Committee - United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment, Rockville, Maryland.

Participate as member of Initial Review Committee to assess technical merit of grant applications from jurisdictions responding to Guidance for Applications No. TI 95-04, Demonstration Cooperative Agreements for Development and Implementation of Criminal Justice Treatment Networks.

- 1994-1996** **Technical Assistance Facilitator - State of South Dakota, Center for Substance Abuse Treatment, Rockville, Maryland.**
Provide ongoing assistance to the South Dakota Division of Alcohol and Drug Abuse (DADA) in developing and implementing a statewide, comprehensive continuum of care program for juveniles in need of alcohol or other drug prevention and/or treatment services. Facilitation involves developing and drafting the program plan, negotiating agreements between DADA, the United Judicial System (UJS), the Department of Corrections (DOC), tribal councils, and other agencies regarding their respective roles in the administration, oversight, and delivery of services pursuant to the program plan, and directing implementation of the plan over a three-year period.
- 1994** **Trainer, Regional Training Seminar on "Treatment for Alcohol and Other Drug Abuse: Opportunities for Coordination," Sponsored by State Justice Institute and Center for Substance Abuse Treatment, Baltimore, Maryland.**
Provide training to judges, legislators, court officials and others from nine Mid-Atlantic States regarding systems collaboration to address the problem of family violence.
- 1994** **Expert Consensus Panel, Center for Substance Abuse Treatment, Rockville, Maryland.**
Participated on panel to develop Treatment Improvement Protocol for *Combining Alcohol and Other Drug (AOD) Abuse Treatment with Diversion for Juveniles in the Justice System*.

PUBLICATION REVIEW

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

SELECTED MEMBERSHIPS

- 1978-Present** **New Hampshire Bar Association**
Elected by the membership to serve on the Board of Governors; served on numerous committees, including but not limited to the Finance Committee, Long Range Planning Committee and Long Range Planning Implementation Committee.
- 1994-2000** **New Hampshire Bar Foundation Board**
- 1988-1999** **New Hampshire Trial Lawyers Association**
Elected by membership to hold each office within the organization, including President. Served on and chaired numerous committees during term of membership
- 2001- 2005** **New Hampshire Healthcare Initiative on Domestic and Sexual Violence – Leadership Team**

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

HONORS AND AWARDS

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

REFERENCES UPON REQUEST

Louise R. McBride

THIS IN RESPONSE TO YOUR SEARCH FOR AN ADMIN ASSISTANT (New Futures)

Seeking an opportunity where I can apply my organizational skills, excellent oral and writing skills, and seasoned ability to interact with good judgment, to assist an organization achieve its goals.

Keyword summary:

BA degree, University of San Francisco. Passion for writing. Advertising agency work. Excellent interface with customers and vendors. Demonstrated ability to team with graphic designers. Small office/business experience. Computer literate: MS Word/Outlook/Excel/PowerPoint.

Related work history:

- Sales—Responsible for establishing client list and providing customer service in growing business and retaining clients through sales strategies.
- Decision making—Hired and utilized outside vendors to implement sales strategies
- Challenges—served diverse populations and communicated with them.
- Hands-on—Worked with small office where deadlines dictated teamwork and flexibility

Professional Experience:

McBride Associates (Strategic and tactical marketing communication plans and implementation).

Salem, Massachusetts

Accounts Manager and Senior Copywriter (1996-2004)

- Successfully managed a diverse range of communications and promotional materials
- Performed high-level of writing skill and worked with team to bring a campaign from concept through distribution (brochures, ads, broadcast, video, direct mail)
- Functioned as main point of liaison for vendors and clients
- Excellent written and oral skills utilized with a diversity of client requirements
- Demonstrated ability to meet deadlines and keep on budget

AllegroMicrosystems (Sensor engineering/R&D facility)

Manchester, New Hampshire

Senior Production Operator (2004-2013)

- Specialized understanding, skill and ability to perform complex machine set-ups
- Built and tested parts, according to specifications, in timely and efficient manner
- Interfaced with engineers, production personnel, programmers and others to resolve issues
- Recordkeeping and logs maintained: MS Word, Excel and Oracle.

Michele D. Merritt, Esq.

EDUCATION:

The Pennsylvania State University - The Dickinson School of Law

Juris Doctor

Honors: 2013 Public Service Graduate Fellowship Recipient

2011-2012 Miller Public Interest Advocate Award

2011-2012 Miller Pro Bono Advocate Award

Carlisle, PA

Graduated: May 2013

GPA: 3.3

Clark University

Master of Public Administration

Honors: 2010 Fern Johnson Award (Master Degree student with highest overall GPA)

Alpha Epsilon Lambda Honor Society

Worcester, MA

Graduated: May 2010

GPA: 4.0

Clark University

American Government, Bachelor of Arts

Honors: Dean's List First Honors

Worcester, MA

Graduated: May 2009

cum laude- GPA: 3.45

LEGAL PUBLICATIONS:

Law Journal: Yearbook on Arbitration and Mediation

Admissions Editor. Published works:

- Merritt, Michele D. *Mediating International Child Abduction Cases: The Hague Convention*, 4 PENN. ST. LAW YEARBOOK ON ARB. & MED. 409 (2012).

Carlisle, PA

2011 - 2013

WORK EXPERIENCE:

NH Department of Labor- Workers' Compensation Division

Hearing Officer

- Conduct administrative law hearings on workers compensation issues
- Draft opinions on claims, applying proper statutes, regulations and case law

Concord, NH

January 2014- Present

Disabilities Rights Center- New Hampshire

Legal Fellow

- Conducted legal research and analysis in the areas of special education, Social Security, Medicaid and disability rights under the ADA, RA, FHA and IDEA.
- Drafted legal memoranda, client correspondence, demand letters and AAU motions
- Counseled clients with disabilities on their rights and available remedies under the law

Concord, NH

September 2013- January 2014

Women In Need- Legal Advocacy

Research Assistant

- Researched legal issues on topics related to domestic abuse of women and children
- Drafted legal memoranda

Chambersburg, PA

January - March 2013

Children's Advocacy Clinic

Certified Legal Intern and Policy Intern

- Interviewed and counseled child clients in cases involving dependency, delinquency, truancy, custody, divorce, adoption, education, protection from abuse and disability
- Drafted complaints, answers, motions, petitions, stipulations and memoranda
- Represented child clients in hearings, trials and mediation
- Collaborated with medical and social work professionals to resolve client and policy issues

Carlisle, PA

January 2012 – January 2013

MidPenn Legal Services

Legal Intern

- Conducted legal research and analysis in the areas of custody, divorce, landlord-tenant, unemployment and disability law
- Initiated and completed an expungement and a divorce by publication
- Drafted orders, motions, petitions and memoranda for managing attorneys

Chambersburg, PA

June 2011 - November 2011

BAR ADMISSIONS:

- **New Hampshire State and Federal Courts**

Career Objective A full-time coordinator position in media and communications.

Education: **Bachelor of Science (Summa Cum Laude): Writing/Technical Communication** **2013**
Plymouth State University, Plymouth, New Hampshire. **GPA: 3.90**

RELATED WORK EXPERIENCE

Communications Coordinator: New Futures

July 2013 to Present

- Receive and manage media inquiries
- Manage web content: new-futures.org
- Author content for site and social media
- Act as a point of contact for New Futures Inc.
- Create and distribute electronic communications

Creative Technical Web Content Writer: SearchPro Systems

December 2012 to August 2013

- Wrote, edited, and optimized the SEO of on-page content for a clientele of 31
- Used Google analytics and cloud computing to analyze market trends
- Researched a wide variety of industries to write on them with authority
- Coordinated and scheduled social media outreach for 31 clients

Developmental Editorialist: American Book Publishing

Summer 2012

- Enhanced feature writing and marketing copy of clients material
- Telecommuted via e-mail with client, company, and marketing team
- Completed circuits of manuscript edits within established timeline
- Created and deployed media kits and was primary point of contact for media outlets and distributors

Writing Consultant: Plymouth State Writing Center

2011 to 2013

- Selected by university to help students copyedit, format, and elaborate on essays

INTERNSHIPS

Web Content Staff Writer: BostonBruins.com

Summer 2012

- Published colorful copy, news articles, and web content for BostonBruins.com
- Wrote primer and hype stories to drum up media on promising young players
- Posted press clips and composed media packages
- Served as meticulous editor of site content and brand voice across multiple media channels

Marketing Content & Social Media Developer: Better World Books

Spring 2013

- Produced daily content for website
- Developed social media marketing materials for 2013 campaign
- Strategized and deployed a nationwide marketing strategy for voice and exposure

ADDITIONAL WORK EXPERIENCE

Copy Editor: Centripetal Literary Magazine

Spring 2012

- Oversaw acceptance, editorial, design, and production of submitted prose
- Sold advertisements and assisted in managing the production budget
- Coordinated events in the local community

Project Coordinator: Campus Book Drives

2010-2013

- Created an outlet for community involvement and sustainability on campus
- Organized an environmentally aware fundraiser for global literacy
- Directed student organization through all phases of the book drive
- Advertised the fundraiser through press releases and social media
- Coordinated itinerary for supply orders and shipment collection
- Submitted approval requests to managers and administration
- Served as primary point of contact for all communication

Sunglass Hut: Sales Associate

2012 to Present

- Key holder to store. Worked as part of a team and operated store independently
- Led team in sales percentage to goal – 2012
- Organized stock and made deposits
- Held the job through college

Shaws Supermarkets: Grocery Clerk

2008-2012

- Held a job throughout high-school to save for college
- Held job during the early years of college to support myself
- Worked unorthodox call-in hours and was a reliable member of the team

ACCOLADES

President of Sig Tau Delta Chapter: Plymouth State University

2012 to Present

- Selected by peers to be student representative of Plymouth State's English Department
- Developed local projects to give back to the community, held meetings and briefed organization
- Oversaw all phases of charity work in the Plymouth community relating to the English discipline

Morgridge Family Scholarship

2012

- The Morgridge Family Scholarship is a stipend that is bestowed bi-annually to Plymouth State University students who are planning to enroll in a credit bearing internship in the tradition of experiential learning.

Effie Malley

Summary

- Over 15 years' experience in youth health and social services for foundations, nonprofit organizations, and state government agencies
- Leading fund development work with nonprofit organizations

Education

HARVARD UNIVERSITY, John F. Kennedy School of Government Cambridge, MA
Master in Public Administration
UNIVERSITY OF NEW HAMPSHIRE Durham, NH
Bachelor of Arts, *cum laude*

Professional Experience

2012–present

EFFIE MALLEY CONSULTING

Consultant

- Initiated organizational assessment and strategic planning with international organization
- Researched and recommended foundation prospects for large nonprofit organizations
- Reviewed and scored applications to research-based youth health and prevention programs for national best practices registry

2010–2012

AMERICAN ASSOCIATION OF SUICIDOLOGY (AAS)

Washington, DC

Center Director

- Oversaw start-up of AAS National Center for the Prevention of Youth Suicide including fund development, filming of video pitch, budget oversight, and communications
- Provided technical assistance, training, and consultation about at-risk youth including youth in foster care, sexual minority youth, and bullied youth
- Developed and implemented fund development plan including foundation grants, partnerships, and direct appeals
- Created and spearheaded a national work group on youth mental health promotion

2006–2010

EDUCATION DEVELOPMENT CENTER

Newton, MA

Senior Prevention Specialist

- Built capacity of state agencies, coalitions, nonprofit organizations, and tribal groups implementing multi-year federal grants for youth programs
- Advised applicants about federal grant applications and participated in writing grants
- Developed and supervised contract with a national policy organization
- Researched, analyzed data, wrote publications, provided technical assistance, and presented on youth mental health and risk behavior prevention

2001–2006

SUICIDE PREVENTION PARTNERSHIP

Boca Raton, FL
and Concord, NH

Director

- Directed first 5 years of an operating foundation, advising philanthropist and family
- Led formation of funder network for youth mental health and suicide prevention
- Developed and supervised programs in suicide prevention with statewide and national organizations that subsequently earned best practice designation
- Co-led the development and implementation of the NH suicide prevention state plan

2001, 2004

ENDOWMENT FOR HEALTH

Concord, NH

Consultant

- Led grant review team in new foundation's first grant cycle
- Wrote issue paper on mental health and presented to board for consideration as Endowment funding theme

2001–2006

NEW HAMPSHIRE CHARITABLE FOUNDATION

Concord, NH

Consultant

- Advised applicants about funding proposals to statewide community foundation
- Reviewed applications and made funding recommendations to foundation staff and boards

2000–2001	THE KREMPELS FOUNDATION AND BRAIN INJURY ASSOCIATION OF NH Consultant	Portsmouth and Concord, NH
	<ul style="list-style-type: none"> • Developed human resources and funding infrastructure, and hired staff during the start-up of a statewide foundation to assist people with brain injury • Wrote successful grant proposals for start-up funding, a capital project, and marketing • Designed and oversaw start-up of a unique, community-based program, the “Krempels Center” (formerly “Steppingstones”), an ongoing program for people with brain injuries • Formed collaborations for Krempels Center using volunteer professional staff, deluxe space at reduced rent, student interns, and accessible health services 	
1991–1994	SAP (SYSTEME, APPLIKATIONEN, UND PRODUKTE) Project Manager	Walldorf, Germany
	<ul style="list-style-type: none"> • Made recommendations for enterprise software in German at high-level meetings • Analyzed processes in product planning, development, and production to improve delivery time and reduce costs 	
1988–1991	N.H. DIVISION FOR CHILDREN AND YOUTH SERVICES State Director	Concord, NH
	<ul style="list-style-type: none"> • Directed \$50-million agency with over 600 staff with responsibility for child protection, psychiatric services, and juvenile services • Increased child abuse prevention funds by 70% • As part of a staff retention initiative, won legislative and executive approval for a salary increase for 150 social workers at a time when all other state salaries were frozen 	
1987–1988	NEW HAMPSHIRE OFFICE OF STATE PLANNING State Coordinator of Federal Funds	Concord, NH
	<ul style="list-style-type: none"> • Invited to the White House to present financial impact of NH's welfare reform proposal to board advising US President • Coordinated state agencies' regulatory reform proposals for submission to a US presidential task force 	
1984–1987	OFFICE OF THE GOVERNOR, STATE OF NEW HAMPSHIRE Budget Advisor	Concord, NH
	<ul style="list-style-type: none"> • Advised governor on the state Department of Health and Human Services budget, and presented executive budget proposals to legislature • Coauthored a report on poverty in NH, resulting in increased welfare payments and extension of health insurance benefits 	
Community Leadership	CHILD WELFARE LEAGUE OF AMERICA	Washington, DC
	Mental Health Advisory Board, board member	
	THOMAS W HAAS TRUSTS	
	Charitable Distribution Committee, elected member	
	EXCELLENCE IN NONPROFIT GOVERNANCE COMMITTEE	Concord, NH
	Invited to 21-member group convened by NHCF and NH Attorney General	
2004	NAMI-NH (NATIONAL ALLIANCE ON MENTAL ILLNESS)	Concord, NH
2003	President's Award (2006) with Elaine Frank FAMILIES FIRST HEALTH AND FAMILY SUPPORT CENTER	Portsmouth, NH
1996–present	Former Board Chair and Chair of Endowment Campaign that raised \$1 million. Current Advisory Board member PRESIDENT'S COMMISSION ON THE STATUS OF WOMEN, UNH	Durham, NH
1980–1982	Member appointed by President Evelyn Handler	

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Linda Paquette	Executive Director	\$98,275	0	0
Louise McBride	CBHC Administrative Assistant	14,000	0	0
Michele Merritt	Policy Director	72,500	0	0
Joe Gallagher	Communications Coordinator	35,000	0	0
Effie Malley	CBHC Director	75,000	0	0