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

Lori A. Shibiakette
 Commissioner

Katja S. Fox
 Director

129 PLEASANT STREET, CONCORD, NH 03301
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December 8, 2021

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

REQUESTED ACTION

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

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

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

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

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

EXPLANATION

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

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

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

The Department will monitor services by tracking the following:

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

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

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

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

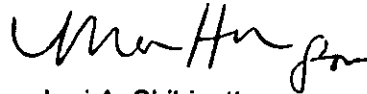
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Areas served: Statewide

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Shibinette".

Lori A. Shibinette
Commissioner

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

Project ID # **RG-2022-BDAS-04-TOBAC**

Project Title **Tobacco Use Prevention Programs for Youth**

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

Reviewer Name

1. **Jill Burke**
2. **Ann Crawford**
3. **Susan Morrison**

Title

Prevention Services Unit,
Administrator
Regional Coordinator
Program Specialist IV

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

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

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

1.1. State Agency Name New Hampshire Department of Health & Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name BOYS & GIRLS CLUB OF SOUHEGAN VALLEY, INC		1.4. Grantee Address 56 Mont Vernon Street PO Box 916, Milford, NH, 03055, USA	
1.5. Grantee Phone Number 603-672-1002	1.6. Account Number 05-95-92-920510-33850000	1.7. Completion Date June 30, 2022	1.8. Grant Limitation \$5,000
1.9. Grant Officer for State Agency Nathan D. White, Director		1.10. State Agency Telephone Number (603) 271-9631	
1.11. Grantee Signature DocuSigned by: <i>Michael Goodwin</i> 449AA997F8F849D...		1.12. Name & Title of Grantee Signor Michael Goodwin CEO	
1.14. State Agency Signature(s) DocuSigned by: <i>Katja S. Fox</i> ED9D05B04C05442...		1.15. Name & Title of State Agency Signor(s) Katja S. Fox Director	
1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable) DocuSigned by: <i>J. Christopher Marshall</i> 12586462921403...			
By:		Assistant Attorney General, On: 12/6/2021	
1.17. Approval by Governor and Council (if applicable) By: On: / /			

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

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

Scope of Services

1. Statement of Work

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

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

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

2. Exhibits Incorporated

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

2.2.

3. Reporting Requirements

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

4. Performance Measures

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

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

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

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

5.3. Credits and Copyright Ownership

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

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

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

6. Records

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

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

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

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

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



EXHIBIT B

Payment Terms

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

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

6. The State shall make payment to the Grantee within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 10 of the Grant Agreement.
7. The final invoice shall be due to the State no later than thirty (30) days after the Grant Agreement completion date specified in the Grant Agreement Block 1.7 Completion Date.
8. Notwithstanding anything to the contrary herein, the Grantee agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
9. Notwithstanding Paragraph 20 of the the Grant Agreement, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

10. Audits

RG-2022-BDAS-04-TOBAC-01-01

Exhibit B

Grantee Initials

DS
MG
12/6/2021

Boys & Girls Club of Souhegan Valley, Inc.

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Date

Rev. 01/08/19

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



EXHIBIT B

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

Exhibit B-1 Budget

New Hampshire Department of Health and Human Services											
Contractor Name: BOYS & GIRLS CLUB OF SOULEGAN VALLEY, INC											
Project Title: Tobacco Use Prevention Programs for Youth											
Budget Period: FFY 2022											
Line Item	TOTAL Program Cost			Contractor Share / Match			Funded by DHHHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	-	-	-	-	-	-	-	-	-	-	-
2. Employee Benefits	-	-	-	-	-	-	-	-	-	-	-
3. Consultants	-	-	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-	-	-
6. Travel	-	-	-	-	-	-	-	-	-	-	-
7. Occupancy	-	-	-	-	-	-	-	-	-	-	-
8. Current Expenses	-	-	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-	-	-
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-	-	-
13. Other (Recognition Awards)	-	-	-	-	-	-	-	-	-	-	-
TOTAL	1,400.00	-	1,400.00	-	-	-	-	-	-	-	-
Indirect As A Percent of Direct 0.0%											

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



EXHIBIT C

REVISIONS TO STANDARD GRANT AGREEMENT PROVISIONS

1. Revisions to Grant Agreement, General Provisions

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

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

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

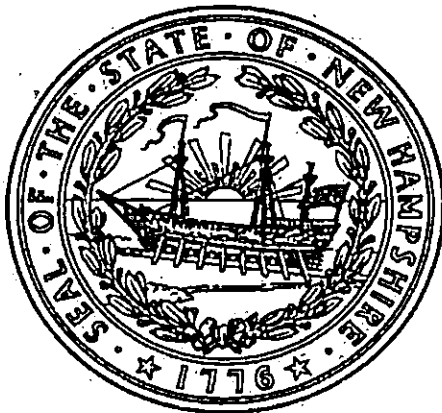
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BOYS & GIRLS CLUB OF SOUHEGAN VALLEY, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 25, 1991. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 162044

Certificate Number: 0005462387



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of November A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on November 18, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

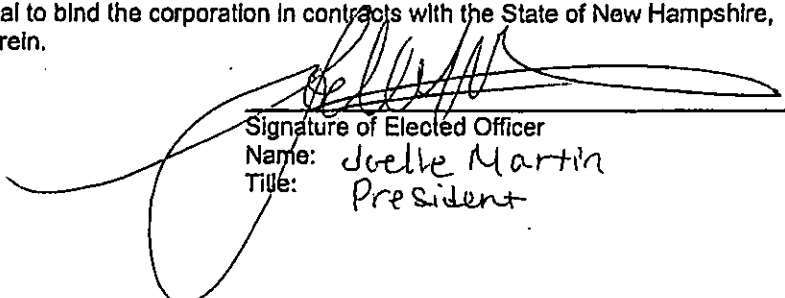
VOTED: That Michael Cardwell (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: 11/19/21


Signature of Elected Officer

Name: Toelle Martin

Title: President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2021

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Susan Sullivan PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com														
INSURED Boys & Girls Club of Souhegan Valley, Inc 58 Mont Vernon Street Milford NH 03055	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Church Mutual Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Granite State Health Care and Human Services Self-</td> <td></td> </tr> <tr> <td>INSURER C: Hanover Ins Group</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Church Mutual Insurance Company		INSURER B: Granite State Health Care and Human Services Self-		INSURER C: Hanover Ins Group		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C: Hanover Ins Group															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 21-22 All- Souhegan

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR HYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Sexual misconduct			0365489-02-129429	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 1,000,000 each claim \$ 1,000,000- Aggreg
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			0365489-09-129431	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			0365489-81-129430	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HCHS20210000426 (3a.) NH	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Director's & Officer's Liability Employment Practices Liability			LHV877455711	07/01/2021	07/01/2022	D&O Limit 2,000,000 EPLI Limit 2,000,000 Deductible 10,000

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

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

CANCELLATION

 NH Dept. of Health and Human Services
 129 Pleasant St.

Concord

NH 03301

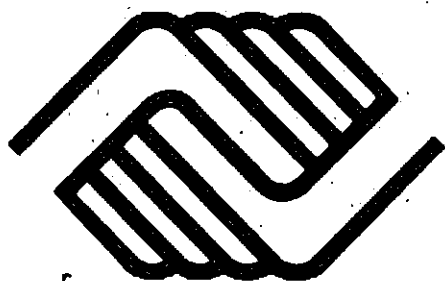
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Boys & Girls Club of Souhegan Valley Mission Statement

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



**BOYS & GIRLS CLUB
OF SOUHEGAN VALLEY**

Boys and Girls Club of Souhegan Valley, Inc.

Financial Statements
For the Year Ended August 31, 2020

(With Independent Auditors' Report Thereon)

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INDEPENDENT AUDITORS' REPORT

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

Report on the Financial Statements

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

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

800.282.2440 | melansoncpas.com



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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Boys and Girls Club of Souhegan Valley, Inc. as of August 31, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

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

Melanson

Merrimack, New Hampshire
April 16, 2021

BOYS AND GIRLS CLUB OF SOUHEGAN VALLEY, INC.

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

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

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

BOYS AND GIRLS CLUB OF SOUHEGAN VALLEY, INC.

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

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

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

BOYS AND GIRLS CLUB OF SOUHEGAN VALLEY, INC.

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

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

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

BOYS AND GIRLS CLUB OF SOUHEGAN VALLEY, INC.

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

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

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

BOYS AND GIRLS CLUB OF SOUHEGAN VALLEY, INC.

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

1. Organization

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

General Programs

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

Summer Camp

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

Theater

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

2. Significant Accounting Policies

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

Change in Accounting Principle

ASU 2014-09 and ASU 2018-08 Revenue Recognition

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

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

ASU 2016-01 Equity Investments

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

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

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

Comparative Financial Information

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

Cash and Cash Equivalents

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

Accounts Receivable

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

Grants Receivable

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

Contributions Receivable

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

Property and Equipment

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

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

Beneficial Interest

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

Net Assets

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

Net Assets Without Donor Restrictions

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

Net Assets With Donor Restrictions

Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a Board approved spending policy. Contributions restricted by donors are reported as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions.

Revenue and Revenue Recognition

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

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

Donated Services and In-Kind Contributions

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

Advertising Costs

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

Functional Allocation of Expenses

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

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

Income Taxes

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

Estimates

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

Financial Instruments and Credit Risk

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

Fair Value Measurements and Disclosures

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

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

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

New Accounting Standards to be Adopted in the Future

Leases

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

Credit Losses

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

Contributed Nonfinancial Assets

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

3. Liquidity and Availability

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

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

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

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

4. Accounts Receivable

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

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

5. Contributions Receivable

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

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

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

6. Property and Equipment

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

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

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

7. Contract Liabilities

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

8. Refundable Advances

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

9. Line of Credit

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

10. Long-term Debt

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

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

11. Endowment

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

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

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

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

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

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

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

12. Net Assets With Donor Restrictions

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

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

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

13. Grants

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

14. Paycheck Protection Program

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

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

15. Retirement Plan

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

16. Contingencies

COVID-19

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

17. Related Party Transactions

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

18. Reclassifications

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

19. Subsequent Events

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



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

NAME
Amato, Nancy, Vice President
Amato, Paul
Audibert, Robert
Ciardelli, Matthew
Comstock, Scott
Desmarais, Steven
Dionne, Michael
Dokmo, Cynthia
Goodwin, Michael*
Hammer, Audrey,
Hanlon, Dave
Heaton, Robert,
Kaveney, James
Parent-Nichols, Jennifer, Secretary
Leach, Helen, Immediate Past President
Lowney, Richard
Mandragouras, George
Treasurer
Martin, Joelle
President
Roberts, Christopher
Troie, Ron
Webb, Brenner

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

MONICA GALLANT

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

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

PROFESSIONAL EXPERIENCE:

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

VOLUNTEER WORK:

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

Appendix E

Program Staff List							
New Hampshire Department of Health and Human Services							
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR							
Proposal Agency Name: Boys & Girls Club of Souhegan Valley							
Program: Tobacco Use Prevention Programs for Youth (RGA-2022-BDAS-04-TOBAC-01-01)							
Budget Period: TBD							
A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Admin. Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Administrative Salaries							
Director of Prevention Services	Monica Gallant	\$30.64	4	\$0	\$83,000	0%	56 Mont Vernon St., Milford NH 03055
Total Admin. Salaries				\$0	\$83,000	0%	
Direct Service Salaries							
Total Direct Salaries				\$0	\$0		
Total Salaries by Program				\$0.00	\$83,000.00	0%	




Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.

*Please list which site(s) each staff member works at, if your agency has multiple sites.

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

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

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

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

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE; COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
 - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.
7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
 - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- EVENT OF DEFAULT; REMEDIES.
 - 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- TERMINATION.
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
 - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

DS
Grantee Initials ML
Date 11/1/2021

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

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

Scope of Services

1. Statement of Work

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

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

1.7.1.3.4. Speaking before a legislative committee.

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

2. Exhibits Incorporated

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

3. Reporting Requirements

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

4. Performance Measures

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

5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes

**New Hampshire Department of Health and Human Services
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EXHIBIT A**

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

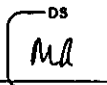
6. Records

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

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

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

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



EXHIBIT B

Payment Terms

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

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

6. The State shall make payment to the Grantee within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 10 of the Grant Agreement.
7. The final invoice shall be due to the State no later than thirty (30) days after the Grant Agreement completion date specified in the Grant Agreement Block 1.7 Completion Date.
8. Notwithstanding anything to the contrary herein, the Grantee agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
9. Notwithstanding Paragraph 20 of the the Grant Agreement, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
10. Audits

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Exhibit B

Grantee Initials

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



EXHIBIT B

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

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Exhibit B-1 Budget
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EXHIBIT C



REVISIONS TO STANDARD GRANT AGREEMENT PROVISIONS

1. Revisions to Grant Agreement, General Provisions

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

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

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

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

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

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

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Exhibit D

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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DHHS Information Security Requirements



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

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

DS
ML

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

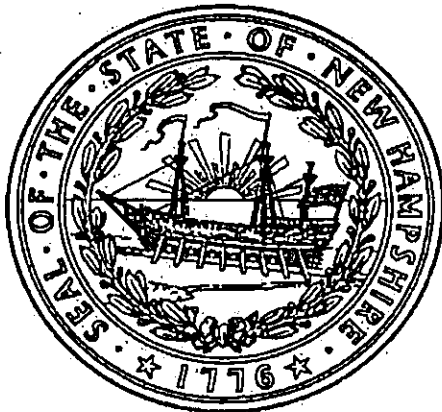
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that UNITED WAY OF GREATER NASHUA is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 17, 1930. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65652

Certificate Number: 0005447106



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on **November 2, 2021**, at which a quorum of the Directors/shareholders were present and voting.

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

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

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

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

Dated: 11/2/21


Signature of Elected Officer

Name: Daniel Munroe

Title: Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2021

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

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

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

COVERAGES

CERTIFICATE NUMBER: 1977419763

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

State of NH
 Dept. of Health & Human Services
 129 Pleasant Street
 Concord NH 03301

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

AUTHORIZED REPRESENTATIVE

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Mission

The **mission** of the Nashua Prevention Coalition is to prevent and reduce substance use in youth by increasing awareness, education, and community involvement.

Vision

The **vision** of the Nashua Prevention Coalition is to create a community that will support a positive environment for youth to grow up healthy, confident, and

UNITED WAY OF GREATER NASHUA, INC.

FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

INDEPENDENT AUDITORS' REPORT

Client Draft



86 West Street, PO Box 623, Keene, NH 03431
Phone: (603) 352-4500 Fax: (603) 352-8558

INDEPENDENT AUDITORS' REPORT

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

We have audited the accompanying financial statements of United Way of Greater Nashua, Inc. (a not-for-profit New Hampshire corporation) which are comprised of the statement of financial position as of September 30, 2020 and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of United Way of Greater Nashua, Inc. as of September 30, 2020, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited United Way of Greater Nashua, Inc.'s September 30, 2019 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 17, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2019, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Keene, New Hampshire
January 25, 2021

Client Draft

UNITED WAY OF GREATER NASHUA, INC.
STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2020
(WITH COMPARATIVE TOTALS AS OF SEPTEMBER 30, 2019)

	<u>2020</u>	<u>2019</u>
<u>ASSETS</u>		
CURRENT ASSETS:		
Cash	\$ 511,116	\$ 85,282
Accounts receivable	40,233	4,850
Pledges receivable, net	56,427	71,020
Grant receivable	-	21,888
Prepaid expenses	44,703	17,261
Total current assets	<u>652,479</u>	<u>200,301</u>
OTHER ASSETS:		
Restricted cash	537,791	265,932
Beneficial interest - NHCF	192,013	187,688
Property and equipment, net	352,671	367,507
Total other assets	<u>1,082,475</u>	<u>821,127</u>
Total assets	<u>\$ 1,734,954</u>	<u>\$ 1,021,428</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES:		
Current portion of long-term debt	\$ 5,159	\$ 4,870
Accounts payable	41,693	44,896
Community impact grants payable	93,001	96,225
Designations payable	29,107	41,971
Funds held for others	4,474	4,274
Security deposits and accrued expenses	44,578	18,201
Refundable advances	69,166	-
Total current liabilities	<u>287,178</u>	<u>210,437</u>
LONG-TERM DEBT, net of current portion	<u>188,107</u>	<u>193,031</u>
Total liabilities	<u>475,285</u>	<u>403,468</u>
NET ASSETS:		
Without donor restrictions:		
Board designated	57,844	-
Undesignated	<u>557,791</u>	<u>168,546</u>
	615,635	168,546
With donor restrictions	<u>644,034</u>	<u>449,414</u>
Total net assets	<u>1,259,669</u>	<u>617,960</u>
Total liabilities and net assets	<u>\$ 1,734,954</u>	<u>\$ 1,021,428</u>

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

UNITED WAY OF GREATER NASHUA, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2020
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED SEPTEMBER 30, 2019)

	2020			2019
	Without Donor Restriction	With Donor Restriction	Totals	Totals
REVENUE AND SUPPORT:				
Campaign	\$ 484,644	\$ 34,812	\$ 519,456	\$ 555,806
Less: provision for uncollectible pledges	(24,469)	-	(24,469)	(15,878)
Net campaign	460,175	34,812	494,987	539,928
COVID-19 fund	378,605	-	378,605	-
Total campaign revenue	838,780	34,812	873,592	539,928
Grant income:				
Federal Drug Free Community	-	114,651	114,651	116,083
Economic relief grants	274,084	-	274,084	-
Preschool development grant	-	122,250	122,250	-
Early Childhood Initiative	-	-	-	57,860
Other	46,771	-	46,771	806
Special events:				
Over the Edge	4,596	16,536	21,132	238,639
Sleepout	59,244	-	59,244	60,045
Blizzard Blast	49,110	-	49,110	48,052
Skydive United	32,490	-	32,490	-
Other	67,102	-	67,102	69,593
Corporate sponsorships	65,125	-	65,125	57,620
Community services	24,857	28,453	53,310	44,983
Gifts in kind	23,240	-	23,240	50,466
Gain (loss) on beneficial interest	-	5,622	5,622	(8,274)
Investment income	7,521	-	7,521	7,674
Rental income	62,850	-	62,850	62,822
Other income	9,843	-	9,843	20,926
Fiscal agent revenue and support	-	416,723	416,723	335,357
Net assets released from restriction	544,427	(544,427)	-	-
Total revenue and support	2,110,040	194,620	2,304,660	1,702,580
EXPENSES:				
Program services	1,404,973	-	1,404,973	1,506,704
Management and general	151,744	-	151,744	150,712
Fundraising	106,234	-	106,234	105,430
Total expenses	1,662,951	-	1,662,951	1,762,846
CHANGES IN NET ASSETS	447,089	194,620	641,709	(60,266)
NET ASSETS - beginning of period	168,546	449,414	617,960	678,226
NET ASSETS - end of period	\$ 615,635	\$ 644,034	\$ 1,259,669	\$ 617,960

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

UNITED WAY OF GREATER NASHUA, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2020
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED SEPTEMBER 30, 2019)

	2020				2019
	Program Services	General and Administrative	Fundraising	Totals	Totals
Designations for other organizations	\$ 34,812	\$ -	\$ -	\$ 34,812	\$ 53,900
Community impact grants	369,504	-	-	369,504	384,900
Community services:					
Blizzard Blast	45,655	-	-	45,655	40,131
Over the Edge	20,036	-	-	20,036	204,636
Day of Caring	5,007	-	-	5,007	16,352
Sleepout	108	-	-	108	6,747
Federal Drug Free Community	114,651	-	-	114,651	116,083
Early Childhood Initiative	55,471	-	-	55,471	2,079
One Greater Nashua	3,544	-	-	3,544	17,734
Fiscal agencies	290,960	-	-	290,960	349,108
Santa Fund	28,453	-	-	28,453	41,089
Skydive United	1,785	-	-	1,785	-
COVID-19 expenditures and grants	148,875	-	-	148,875	-
Other	15,328	-	-	15,328	13,538
Salaries and wages	158,768	52,923	52,923	264,614	245,148
Professional services	63,509	38,105	25,404	127,018	133,455
Dues	14,903	2,794	932	18,629	14,687
Supplies and expenses	6,573	6,573	13,144	26,290	29,969
Insurance	3,150	4,501	1,350	9,001	7,531
Occupancy	13,105	31,452	7,863	52,420	53,044
Depreciation	7,129	10,185	3,055	20,369	20,556
Bank fees	3,647	5,211	1,563	10,421	12,159
Total expenses	\$ 1,404,973	\$ 151,744	\$ 106,234	\$ 1,662,951	\$ 1,762,846

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

UNITED WAY OF GREATER NASHUA, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2020
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED SEPTEMBER 30, 2019)

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	\$ 641,709	\$ (60,266)
Adjustments to reconcile change in net assets to net cash flows from operating activities		
Depreciation	20,369	20,556
Change in beneficial interest	(4,325)	9,576
Provision for uncollectible pledges	24,469	15,878
Decrease (increase) in:		
Pledges receivable	(9,876)	5,567
Accounts receivable	(35,383)	4,000
Grant receivable	21,888	(14,406)
Prepaid expenses	(27,442)	(3,672)
Increase (decrease) in:		
Accounts payable	(3,203)	(7,416)
Community impact grants payable	(3,224)	-
Designations payable	(12,864)	15,307
Funds held for others	200	2,330
Security deposits and accrued expenses	26,377	(5,079)
Refundable advances	69,166	-
Net cash flows from operating activities	<u>707,861</u>	<u>(17,625)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property and equipment	<u>(5,533)</u>	<u>-</u>
Net cash flows from investing activities	<u>(5,533)</u>	<u>-</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payment on principal of long-term debt	<u>(4,635)</u>	<u>(4,515)</u>
Net cash flows from financing activities	<u>(4,635)</u>	<u>(4,515)</u>
CHANGE IN CASH AND RESTRICTED CASH	697,693	(22,140)
CASH AND RESTRICTED CASH - beginning of year	<u>351,214</u>	<u>373,354</u>
CASH AND RESTRICTED CASH - end of year	\$ <u>1,048,907</u>	\$ <u>351,214</u>
RECONCILIATION OF CASH AND RESTRICTED CASH:		
Cash	\$ 511,116	\$ 85,282
Restricted cash	<u>537,791</u>	<u>265,932</u>
Total cash and restricted cash shown in the statement of cash flows	<u>\$ 1,048,907</u>	<u>\$ 351,214</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	\$ <u>9,530</u>	\$ <u>9,649</u>
In-kind donations received	\$ <u>23,240</u>	\$ <u>50,466</u>

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

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

1. Organization:

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

2. Summary of significant accounting policies:

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

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

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

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

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

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

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

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

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

Restricted cash balances as of September 30, 2020 and 2019 were comprised of the below:

	<u>2020</u>	<u>2019</u>
Fiscal agencies	\$ 307,808	\$ 129,745
Early childhood initiative	310	55,781
One Greater Nashua	20,690	20,345
Preschool development grant	122,250	-
Federal Drug Free Community grant	19,265	-
Board designated funds	57,844	-
Employees Helping Employees	-	50,404
Other	9,624	9,657
Total	<u>\$ 537,791</u>	<u>\$ 265,932</u>

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

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

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

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

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

Donated services - The Organization receives donated services from a variety of unpaid volunteers assisting the Organization in its programs. Donated services recognized in the Statement of Activities were \$23,240 and \$50,466 for the years ended September 30, 2020 and 2019, respectively.

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

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

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

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

Grants are either recorded as contributions or exchange transactions based on criteria contained in the grant award. Grant awards that are contributions are evaluated for conditions and recognized as revenue when conditions in the award are satisfied. Unconditional awards are recognized as revenue when the award is received. Amounts received in which conditions have not been met are reported as a refundable advance liability. Grant awards that are exchange transactions are those in which the resource provider or grantor receives a commensurate value in exchange for goods or services transferred. There were no grants or awards that were considered exchange transactions during the years ended September 30, 2020 and 2019.

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

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

Accounting pronouncements adopted – In June 2018, the FASB issued ASU 2018-08, Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 958). The amendments in this update assist entities in evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) or as exchange (reciprocal) transactions and determining whether a transaction is conditional. The contribution guidance requires an entity to determine whether a transaction is conditional, which affects the timing of the revenue recognized. The amendments in this ASU apply to both resources received by a recipient and resources given by a resource provider. The accounting guidance is effective for fiscal years beginning after December 15, 2018. The Organization adopted this guidance as of October 1, 2019, as required by the standard. The Organization applied Topic 958 on a retrospective basis. There was no change to opening balances of net assets and no prior period results were restated.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

During 2016, the FASB issued ASU 2016-18, Statement of Cash Flows, to provide guidance on the presentation of restricted cash or restricted cash equivalents in the Statement of Cash Flows. The accounting guidance is effective for fiscal years beginning after December 15, 2018. The guidance is to be applied using a retrospective transition method to each period presented. The Organization adopted this guidance as of October 1, 2019 as required by the standard. The statement of cash flows for 2019 has been restated to include restricted cash in the beginning and ending cash and restricted cash.

3. Liquidity:

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

	<u>2020</u>	<u>2019</u>
Financial assets:		
Cash	\$ 511,116	\$ 85,282
Accounts receivable	40,233	4,850
Pledges receivable, net	56,427	71,020
Grants receivable	-	21,888
Total financial assets available within one year	<u>\$ 607,776</u>	<u>\$ 183,040</u>

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

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

Financial instruments that potentially subject the Organization to concentrations of credit risk consist primarily of cash and cash equivalents. The Organization places its cash and cash equivalents with high credit quality financial institutions. At September 30, 2020 and 2019 cash deposits exceeded federally insured limits of \$250,000 by approximately \$754,977 and \$73,513 respectively. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

5. Pledges receivable, net:

Pledges receivable consisted of the following as of September 30:

	<u>2020</u>	<u>2019</u>
Pledges receivable:		
Current year campaign	\$ 87,427	\$ 105,597
Prior years campaigns	28,074	78,997
	115,501	184,594
Less: allowance for uncollectible pledges	(59,074)	(113,574)
Total	\$ <u>56,427</u>	\$ <u>71,020</u>

6. Beneficial interest:

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

Pursuant to the terms of the resolution establishing the fund with NHCF, property contributed to the foundation is held as a separate fund designated for the benefit of United Way of Greater Nashua, Inc. In accordance with its spending policy NHCF makes distributions from the fund to United Way of Greater Nashua, Inc. The annual distributions allowable from the fund are based on five percent of a twenty-quarter moving average of the fund's market value. The funds are included in net assets without donor restrictions. The market value of the fund assets was \$192,103 and \$187,688, as of September 30, 2020 and 2019, respectively.

7. Designated fund:

United Way of Greater Nashua, Inc. is the beneficiary of the Nashua Fire Relief Fund. The Fund is held and administered by the U.S. Trust Company. Distributions of \$6,620 and \$5,622 were received for the years ended September 30, 2020 and 2019. The market value of the fund was approximately \$207,000 and \$161,000 for the years ended September 30, 2020 and 2019, respectively.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

8. Property and equipment, net:

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

	<u>2020</u>	<u>2019</u>
Building and land	\$ 502,500	\$ 502,500
Building improvements	239,865	238,392
Furniture, fixtures and equipment	<u>60,823</u>	<u>56,763</u>
Total	803,188	797,655
Less: accumulated depreciation	<u>(450,517)</u>	<u>(430,148)</u>
Property and equipment, net	<u>\$ 352,671</u>	<u>\$ 367,507</u>

Depreciation expense for the years ended September 30, 2020 and 2019 was \$20,369 and \$20,556, respectively.

9. Community impact grants payable:

United Way of Greater Nashua, Inc. had total community impact grants payable in the amount of \$93,001 and \$96,225, as of September 30, 2020 and 2019, respectively. These funds are subject to the Organization's ability to collect the total funds pledged.

10. Refundable advance liability:

At June 30, 2020 the Organization had a refundable advance liability of \$49,900 from the receipt of an award from the Small Business Administration's (SBA) Paycheck Protection Program (PPP) as a result of legislation passed to assist businesses in navigating the Coronavirus pandemic. The Organization has determined the award is a conditional grant and has applied the policy as described in Note 2. Accordingly, the award is reported as a refundable advance liability until the conditions are substantially met or explicitly waived.

The Organization has interpreted the condition of the award to be the approval of the forgiveness application by the lender and SBA. Should the conditions of the award not be substantially met or explicitly waived, all or a portion of the award will bear interest at 1.00% and be repayable in monthly amounts of principal and interest of \$2,794, commencing upon receipt of notification of the unforgiven amount by the SBA, and would be required to be paid no later than April 2022. The Organization anticipates that the conditions of the award will be substantially met and the full amount of the award will be recognized as revenue.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

11. Long-term debt:

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

Interest expense for the years ended September 30, 2020 and 2019 was \$9,530 and \$9,649, respectively.

The following is a summary of future principal payments:

<u>Fiscal Year End</u>	
2021 (current portion)	\$ 5,159
2022	5,410
2023	5,672
2024	5,948
2025	6,236
2026 and thereafter	<u>164,841</u>
Total	<u>\$ 193,266</u>

12. Net assets with donor restrictions:

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

	<u>2020</u>	<u>2019</u>
Fiscal agencies	\$ 307,808	\$ 129,745
New Hampshire Charitable Foundation	192,013	187,688
Preschool development grant	122,250	-
One Greater Nashua	20,690	20,345
Early Childhood Initiative	310	55,781
Employees Helping Employees	-	50,404
Other	<u>963</u>	<u>5,451</u>
Total	<u>\$ 644,034</u>	<u>\$ 449,414</u>

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

During the year ended September 30, 2019 the Organization expended \$54,000 for the Employees Helping Employees program. This program was funded by contributions received in previous years. As a result of the timing of these expenditures, the Organization reported a decrease in net assets which contributed to the loss for the year ended September 30, 2019. The remaining balance of \$50,404 was released during the year ended September 30, 2020.

Net assets restricted for the Early Childhood Initiative were released from restriction during the year ended September 30, 2020 in the amount of \$55,471:

13. Fair values of financial instruments:

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

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

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

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

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

	<u>2019</u>				
	<u>Carrying Value</u>	<u>Fair Value</u>	<u>Level One</u>	<u>Level Two</u>	<u>Level Three</u>
Beneficial interest	\$ <u>187,688</u>	\$ <u>187,688</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>187,688</u>

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

14. Lease of building:

The Organization rents separate offices within their building representing 56% of the total area with varying lease terms. Total rental income for the years ended September 30, 2020 and 2019 was \$62,850 and \$62,822, respectively.

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

	<u>2020</u>	<u>2019</u>
Land	\$ 108,788	\$ 108,788
Building	393,712	393,712
Building improvements	<u>239,865</u>	<u>238,392</u>
Total cost	742,365	740,892
Less: accumulated depreciation	<u>(396,441)</u>	<u>(378,033)</u>
Net book value of building	\$ <u>345,924</u>	\$ <u>362,859</u>

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

15. Contracted services:

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

During the years ended September 30, 2020 and 2019, the Organization was provided management support services including but not limited to bookkeeping and maintaining financial records.

During the years ended September 30, 2020 and 2019, the Organization has incurred expenses of \$104,894 and \$107,173, respectively, on the above mentioned management support services.

16. Related-party transactions:

There were transactions for program services totaling \$1,925 and \$1,900 with businesses or individuals related to current board members for the years ended September 30, 2020 and 2019, respectively. The following transactions occurred between the Organization and related parties:

Summary of related-party transactions:

	<u>2020</u>	<u>2019</u>
Expenses:		
Miscellaneous program expense	\$ <u>1,925</u>	\$ <u>1,900</u>
Total related-party expenses	\$ <u>1,925</u>	\$ <u>1,900</u>

17. Uncertainty regarding the impact of COVID-19:

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

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

18. Subsequent events:

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from October 1, 2020 through January 25, 2021, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that there were no material events that would require disclosure in the Organization's financial statements through this date.

19. Reclassifications:

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

Client Draft

2021 Governance Board and Community Advisory Council



United Way
of Greater Nashua

Governance Board

Chair, Governance Board

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

Email: mackb@nashuanh.gov

At Large Member / Nominating Chair

Bob S. Larmouth
BOD Since 2003; renewal 1/1/18

Treasurer and Incoming Governance Chair Dan Munroe

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

RD Committee Chair

Paula Moran
BOD Since 2018

Finance Committee Chair

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

At Large Member / Policy and Procedure Chair

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

Community Investment Chair

Jay Dinkel
BOD Since 2011; renewal 1/1/18

Community Advisory Council Chair

Michael Reid
BOD Since 2018

At Large Member / Strategic Planning Chair

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

2021 Governance Board and Community Advisory Council



United Way
of Greater Nashua

Community Advisory Council

Jim Donchess

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

Deb Howes

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

Lucille Jordan

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

Heather Tebbetts

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

Jay Minkarah

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

John Jurczyk, FACHE

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

Galen B. Williams

BOD Since 2021
USAF & Civil Service, Retired

Joseph Leahy

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

Doug Howard, M. Ed.

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

Wendy Hunt

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

Matt Burdette

BOD Since 2020; renewal 2022
Publisher and Editor
Nashua Telegraph

2021 Governance Board and Community Advisory Council



United Way
of Greater Nashua

Community Advisory Council (cont.)

Cynthia Whitaker, PsyD, MLADC
BOD Since 2020; renewal 2022
President and CEO
Greater Nashua Mental Health

Padmaja Kunapareddy
BOD Since 2021; renewal 2023
Head of Mobile Engineering Team
Upland Software

Full Time Staff

Michael Apfelberg
President
United Way of Greater Nashua

Liz Fitzgerald
Director of Community Impact
United Way of Greater Nashua
2

Samantha Cassista
Director of Corporate Partnerships
United Way of Greater Nashua

Sara Ceaser
Director of Volunteer and Community Engagement
United Way of Greater Nashua



Christina M. Cruz

Objective

Self-motivated, success-driven team player with a talent for quickly mastering technology. Possess leadership skills that involve team building, conflict resolution, and professional communication. Committed to excelling at all tasks. Skilled motivator and problem solver. Holds a college degree with an extensive background human service.

Education

BACHELOR OF SCIENCE | 1996 | WESTFIELD STATE COLLEGE

- Major: Criminal Justice

Experience

DIRECTOR OF PROGRAMMING | NASHUA PREVENTION COALITION | 3/2021 – PRESENT

- Completes the required reporting requirements for state, federal, and local funding sources
- Plans and organizes coalition meetings, sub-committee meetings, and steering committee meetings in coordination with the Director of Strategy and Chair of the Coalition
- Disseminates coalition information, resources, and updates to the coalition
- Oversees and supports the Nashua SADD Clubs and Advisors
- Coordinates volunteers to support coalition campaigns, programs, and events
- Presents to numerous audiences about current substance use trends and work of the coalition
- Plans, implements, and evaluates yearly campaigns and events
- Enhances coalition marketing efforts through social media outlets, website, electronic newsletter, and promotional materials
- Attends local and state partner meetings that advance coalition work and support the mission
- Documents crucial coalition statistics including meeting attendance, meeting satisfaction survey, in-kind, etc.
- Monitors the coalition budget by reviewing expenses and communicating regularly with the Fiscal Agent
- develop logic models, strategic action plans, and effective measures to help the coalition sustain itself outside of federal funding
- Applies for numerous sources of funding through grants, foundations, and sponsorships with support of the Director of Strategy

SITE COORDINATOR | NASHUA SCHOOL DISTRICT – 21ST CENTURY EXTENDED DAY PROGRAM | 8/2020 – 3/2021

- Creating a safe, positive environment that supports children's social, emotional, intellectual, and physical development

- Assisting in implementation and evaluation of the program, services, and activities for the site in cooperation with the Program Coordinator
- Ability to work independently and remotely, if necessary
- Teaching and leading programs and activities that prepare youth for success and promote safety of students and staff and always assure quality in programming
- Building positive and productive interpersonal relationships with parents, students, and SAU 42 teaching staff
- Providing guidance and age-appropriate discipline to students; guiding and teaching staff to do the same
- Ensuring daily schedule is complete and ready to be shared with staff by the beginning of your daily shift
- Meeting regularly with the Program Coordinator/Leadership Team to discuss issues, challenges, improvements, and planned activities
- Maintaining and entering required data in DOE's databases

**ASSISTANT PROGRAM COORDINATOR | NASHUA SCHOOL DISTRICT - 21ST CENTURY
EXTENDED DAY PROGRAMS | 9/2019 - 8/2020**

- Collaborates with Program Coordinator to compile data for annual performance reports as required by funding sources. Supports Program Coordinator with grant compliance by training, reviewing, and assisting Site Coordinators with data entry and reports.
- Assists Program Coordinator with fostering partnerships and the recruitment of volunteers to support academic enrichment.
- Works with school principals, teachers, and curriculum staff to integrate after-school activities.
- Communicate program opportunities within school communities to encourage student participation.
- Manage the recruitment and retention of students
- Assists with daily lesson plans and provides instructional support.

**EMERGENCY DISPATCH OPERATOR-PER DIEM | ROCKINGHAM COUNTY SHERIFF'S
DEPARTMENT | 8/2014 - PRESENT**

- Responsible for dispatching calls for 25 Police and 18 Fire/EMS departments within Rockingham County
- Assist law enforcement and emergency personnel with calls for service
- NH State Police Online Telecommunication System (SPOTS) certified
- Maintain accurate data entry for all calls for service given to Police and/or Fire/EMS agencies
- Maintain a calm and focused demeanor while receiving a variety of emergency and non-emergency calls

DIRECTOR | TOWN OF PLAISTOW - RECREATION | 06/2012- 9/2019

- Manage daily operation and administration of recreation department, including department budgeting, staffing, supervision of employees, public relations and policy making under direction of the City Administrator and the Recreation Commission.
- Assess the recreation needs of the community to plan, coordinate, and facilitate various programs to meet those needs

- Monitor and evaluate effectiveness of implemented programs to ensure they are useful to the community
- Communicate with community members and other local agencies to develop relationships and identify future needs
- Promote programs through active community relations campaign and constant community engagement
- Develop capital improvement program and strategic plan for recreation/park facility improvements
- Prepare and manage program budget and develop reports concerning programs, costs, participant numbers, and facility/equipment use
- Recruit, train, and supervise staff and volunteers

SENIOR PROGRAM DIRECTOR | BOYS' AND GIRLS' CLUB OF GREATER HAVERHILL | 06/2009-05/2012

- Oversaw budget and expenditures
- Supervised general operations of the Club – one of the highest at-risk communities in the Commonwealth, serving 150 youth per day
- Ensured academic programs were compliant with Department of Education, Boys and Girls Club, agency and funder policies, rules, and timelines
- Created, implemented, and evaluated programs for educational achievement, self-esteem building, technology and anti-bullying education, substance abuse resistance, and financial literacy
- Managed federal, state, corporate and foundation grants
- Provided crisis intervention counseling to at-risk families, including referrals to DSS and other agencies
- Allocated and monitored work assigned to volunteers and staff, providing feedback and appraisal
- Vetted employee/volunteer candidates to ensure compliance with Club standards and practices
- Organized/managed special events held at the club
- As director of girls' camp, developed and implemented the summer program at Camp Tasker; measured outcomes, outputs, and metrics to foster continual growth of the summer program

PUBLIC SAFETY DISPATCHER | PLAISTOW POLICE DEPARTMENT | 05/2006-03/2013

- Utilized multi-tasking skills in handling incoming emergency/non-emergency calls, faxes, and printouts for police, fire, and EMS
- Expeditiously retrieved critical information from public and relayed concise pertinent information to dispatching unit
- Thoroughly completed necessary logs, reports, and documentation
- Utilized critical thinking skills when referring callers to appropriate state/local agencies

**NORTHEASTERN FAMILY INSTITUTE – LAWRENCE OVERNIGHT ARREST UNIT
ASSISTANT PROGRAM DIRECTOR | 09/2003-11/2004**

- Provided custodial care of pre-arraigned juveniles referred by police departments in Essex, Middlesex, and Suffolk Counties—approximately 150 departments
- Managed staff of 25 employees
- Managed payroll and all human resources issues pertaining to the program
- Liaised and maintained strong relationships with various agencies that service juveniles (Department of Youth Services, Department of Social Services, and court personnel within program jurisdiction)

SUPERVISOR / 10/1999-08/2003

- Led program training to all new staff hires
- Provided 24-hour, on-call response to police departments making referrals
- Arranged transportation and placement for referred youth

UNIT DIRECTOR | LAWRENCE BOYS' AND GIRLS' CLUBS | 03/1998-08/2003

- Oversaw programming for 100 multicultural female members including
- Established and monitored community service performance for Lawrence Juvenile Court Probation Department
- Created and fostered connections between Club and community-based programs
- Referred at-risk youth to the appropriate services in the community and maintained dialogue among all concerned parties
- Provided mediation during crisis situations at the club and in member's homes
- Ensured members received assistance with basic needs, including healthcare, education, and emotional counseling

KEY ADMINISTRATIVE PERSONNEL**NH Department of Health and Human Services****Contractor Name:** United Way of Greater Nashua**Name of Program:** Nashua Prevention Coalition

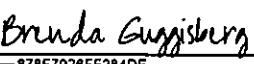
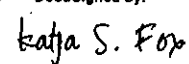

BUDGET PERIOD: SFY XXX				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Christina Cruz	Director of Programming	\$45,000	0.00%	\$0.00
Student from Rivier University	Intern	\$4,500	0.00%	\$1,500.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$1,500.00

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

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

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

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

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

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date, and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- EVENT OF DEFAULT; REMEDIES.
- Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- Failure to perform the Project satisfactorily or on schedule; or
- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement.
- Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- TERMINATION.
- In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

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

Scope of Services

1. Statement of Work

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

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

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

2. Exhibits Incorporated

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

3. Reporting Requirements

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

4. Performance Measures

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

5. Additional Terms

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

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

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

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

5.3. Credits and Copyright Ownership

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

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

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

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

6. Records

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

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

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

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

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



EXHIBIT B

Payment Terms

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

Jill Burke
Program Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
6. The State shall make payment to the Grantee within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 10 of the Grant Agreement.
7. The final invoice shall be due to the State no later than thirty (30) days after the Grant Agreement completion date specified in the Grant Agreement Block 1.7 Completion Date.
8. Notwithstanding anything to the contrary herein, the Grantee agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
9. Notwithstanding Paragraph 20 of the the Grant Agreement, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
10. Audits

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



EXHIBIT B

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

Exhibit B-1 Budget

New Hampshire Department of Health and Human Services										
Contractor Name: THE UPPER ROOM, A FAMILY RESOURCE CENTER										
Project Title: Tobacco Use Prevention Programs for Youth										
Budget Period: SFY 2022										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Total
1. Total Salary/Wages	\$ 12,848.00	\$ 8,812.00	\$ 21,660.00	\$ 8,248.00	\$ 8,812.00	\$ 17,060.00	\$ 4,400.00	\$ -	\$ 4,400.00	\$ 4,400.00
2. Employee Benefits	\$ 1,561.00	\$ 852.00	\$ 2,413.00	\$ 1,031.00	\$ 852.00	\$ 1,883.00	\$ 550.00	\$ -	\$ 550.00	\$ 550.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Educational	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,450.00	\$ -	\$ 2,450.00	\$ 50.00	\$ -	\$ 50.00	\$ 50.00
10. Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Office	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -
14. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16. Current Expenses	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -
17. Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18. Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19. Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20. Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21. Insurance	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -
22. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26. Subcontractor/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 21,229.00	\$ 7,664.00	\$ 28,893.00	\$ 16,229.00	\$ 7,664.00	\$ 23,893.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00
Indirect As A Percent of Direct 36.1%										

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



EXHIBIT C

REVISIONS TO STANDARD GRANT AGREEMENT PROVISIONS

1. Revisions to Grant Agreement, General Provisions

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

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

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

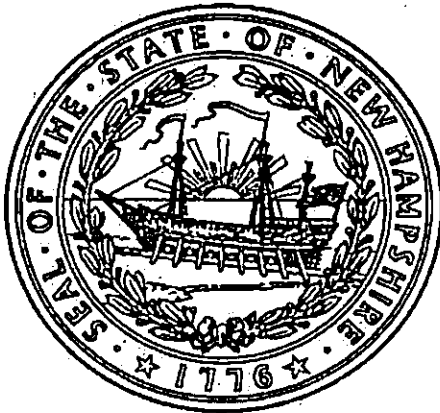
Department of State

CERTIFICATE

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

Business ID: 81048

Certificate Number: 0005379131



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 June A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 9/15, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

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

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

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

Dated: 10/22/21

Signature of Elected Officer Charlene Puzzo
Name: Charlene Puzzo
Title: President Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/27/2021

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

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

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

COVERAGES

CERTIFICATE NUMBER: 21-22 All Lines

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> 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 OTHER:			PHPK2267197	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMPOP AGG \$ 3,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2267197	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB765593	07/01/2021	07/01/2022	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	UPWC246064 (3a.) NH	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Joshua Pardo - AAI, CRIS
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The Upper Room, a Family Resource Center

Mission:

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

Vision:

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

We aspire to be an organization that:

Is responsive to the community

Is compassionate and non-judgmental

Respects Diversity

Empowers each individual and family

Works as a team

Encourages innovative and creative ideas

Maintains strong ethics and integrity

THE UPPER ROOM, A FAMILY RESOURCE CENTER

Audited Financial Statements

***For The Fiscal Years Ended
June 30, 2020 and 2019***

THE UPPER ROOM, A FAMILY RESOURCE CENTER

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INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying financial statements of The Upper Room, A Family Resource Center (a nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Upper Room, A Family Resource Center as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America

Penchansky & Co. PLLC

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

October 15, 2020

THE UPPER ROOM, A FAMILY RESOURCE CENTER

Statements of Financial Position

As of June 30,

	<u>Assets</u>			
	Without	With	2020	2019
	Donor	Donor		
	<u>Restrictions</u>	<u>Restrictions</u>	<u>Totals</u>	<u>Totals</u>
<u>Current Assets:</u>				
Cash and Equivalents	\$ 1,001,952	\$ 63,000	\$ 1,064,952	\$ 740,099
Accounts Receivable	106,273	0	106,273	86,350
Prepaid Expenses	6,668	0	6,668	2,193
Total Current Assets	<u>1,114,893</u>	<u>63,000</u>	<u>1,177,893</u>	<u>828,642</u>
<u>Fixed Assets:</u>				
Leasehold Improvements	80,755	0	80,755	53,371
Equipment and Furniture	71,773	0	71,773	54,542
Less: Accumulated Depreciation	<u>(70,515)</u>	<u>0</u>	<u>(70,515)</u>	<u>(58,240)</u>
Net Fixed Assets	<u>82,013</u>	<u>0</u>	<u>82,013</u>	<u>49,673</u>
Total Assets	<u>\$ 1,196,906</u>	<u>\$ 63,000</u>	<u>\$ 1,259,906</u>	<u>\$ 878,315</u>

-Continued on Next Page-

See Notes and Independent Auditor's Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER**Statements of Financial Position****As of June 30,****Liabilities and Net Assets**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2020 Totals</u>	<u>2019 Totals</u>
<u>Current Liabilities:</u>				
Accounts Payable	\$ 19,608	\$ 0	\$ 19,608	\$ 19,348
Other Current Liabilities	3,533	0	3,533	2,870
Accrued Payroll and Taxes	36,387	0	36,387	23,879
Note Payable Current - PPP	<u>112,100</u>	<u>0</u>	<u>112,100</u>	<u>0</u>
Total Liabilities	<u>171,628</u>	<u>0</u>	<u>171,628</u>	<u>46,097</u>
<u>Net Assets:</u>				
Total Net Assets	<u>1,025,278</u>	<u>63,000</u>	<u>1,088,278</u>	<u>832,218</u>
Total Liabilities and Net Assets	<u>\$ 1,196,906</u>	<u>\$ 63,000</u>	<u>\$ 1,259,906</u>	<u>\$ 878,315</u>

See Notes and Independent Auditor's Report

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

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2020 Totals</u>	<u>2019 Totals</u>
<u>Revenue and Support:</u>				
Grants and Contracts	\$ 710,774	\$ 63,000	\$ 773,774	\$ 738,137
Contributions	81,206	0	81,206	30,323
Program Revenue	15,968	0	15,968	30,077
Fundraising - Gaming, Net	41,467	0	41,467	90,204
Fundrasing - Auction and Other	142,501	0	142,501	130,385
Rental Income	2,640	0	2,640	1,990
Interest	4,634	0	4,634	2,888
In Kind Contributions	138,874	0	138,874	182,864
Net Assets Released from Restrictions:				
Satisfaction of Donor Stipulations	<u>82,744</u>	<u>(82,744)</u>	<u>0</u>	<u>0</u>
Total Revenue and Support	<u>1,220,808</u>	<u>(19,744)</u>	<u>1,201,064</u>	<u>1,206,868</u>
<u>Expenses:</u>				
Program Services	770,688	0	770,688	804,267
General and Administrative	110,799	0	110,799	100,565
Fundraising	<u>63,517</u>	<u>0</u>	<u>63,517</u>	<u>43,017</u>
Total Expenses	<u>945,004</u>	<u>0</u>	<u>945,004</u>	<u>947,849</u>
Changes in in Net Assets	275,804	(19,744)	256,060	259,019
Net Assets - Beginning of Period	<u>749,474</u>	<u>82,744</u>	<u>832,218</u>	<u>573,199</u>
Net Assets - End of Period	<u>\$ 1,025,278</u>	<u>\$ 63,000</u>	<u>\$ 1,088,278</u>	<u>\$ 832,218</u>

See Notes and Independent Auditor's Report

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

	<u>Program Services</u>	<u>Management and General</u>	<u>Fund Raising</u>	<u>2020 Totals</u>	<u>2019 Totals</u>
<u>Expenses:</u>					
Salaries and Wages	\$ 444,254	\$ 87,620	\$ 22,296	\$554,170	\$538,565
Payroll Taxes	33,761	6,785	1,727	42,273	40,413
Employee Benefits	16,913	1,432	357	18,702	12,936
Supplies	21,599	3,550	803	25,952	16,993
Repair and Maintenance	26,317	1,258	854	28,429	17,790
Office	8,573	7,351	1,330	17,254	19,655
Utilities	29,481	262	81	29,824	28,953
Professional Fees	19,773	1,457	2,565	23,795	32,276
Insurance	8,479	222	90	8,791	11,640
Postage and Printing	1,097	427	504	2,028	3,417
Travel and Conferences	8,360	312	0	8,672	9,219
Merchant Account Fees	1,055	0	0	1,055	865
Depreciation	12,152	123	0	12,275	11,243
Auction Expenses	0	0	32,910	32,910	21,020
In Kind Expense - Occupancy	64,800	0	0	64,800	64,800
In Kind Expense - Program and Supplies	<u>74,074</u>	<u>0</u>	<u>0</u>	<u>74,074</u>	<u>118,064</u>
Total Expenses	<u>\$ 770,688</u>	<u>\$ 110,799</u>	<u>\$ 63,517</u>	<u>\$945,004</u>	<u>\$947,849</u>

See Notes and Independent Auditor's Report

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

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2020 Totals</u>	<u>2019 Totals</u>
<u>Cash Flows from Operating Activities:</u>				
Changes in Net Assets	\$ 275,804	\$ (19,744)	\$ 256,060	\$ 259,019
<u>Adjustments to reconcile changes in net assets to net cash provided (used) by operating activities:</u>				
Depreciation	12,275	0	12,275	11,243
(Increase) Decrease in Accounts Receivable	(19,923)	0	(19,923)	(20,565)
(Increase) Decrease in Prepaid Expenses	(4,475)	0	(4,475)	6,594
Increase (Decrease) in Accounts Payable	260	0	260	12,214
Increase (Decrease) in Accrued Payroll and Taxes	12,508	0	12,508	(2,761)
Increase (Decrease) in Other Current Liabilities	663	0	663	(2,018)
Total Adjustments	1,308	0	1,308	4,707
Net Cash Flows Provided (Used) by Operating Activities	277,112	(19,744)	257,368	263,726
<u>Cash Flows from Investing Activities:</u>				
Acquisitions of Fixed Assets	(44,615)	0	(44,615)	(5,803)
Net Cash Flows Provided (Used) by Investing Activities	(44,615)	0	(44,615)	(5,803)
<u>Cash Flows from Financing Activities:</u>				
Proceeds form Notes Payable PPP	112,100	0	112,100	0
Net Cash Flows Provided (Used) by Financing Activities	\$ 112,100	\$ 0	\$ 112,100	\$ 0

See Notes and Independent Auditors Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER

Statements of Cash Flows
For The Years Ended June 30,

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2020 Totals</u>	<u>2019 Totals</u>
Net Increase (Decrease) in Cash and Equivalents	\$ 344,597	\$ (19,744)	\$ 324,853	\$ 257,923
Cash and Equivalents - Beginning of Period	<u>657,355</u>	<u>82,744</u>	<u>740,099</u>	<u>482,176</u>
Cash and Equivalents - End of Period	<u>\$ 1,001,952</u>	<u>\$ 63,000</u>	<u>\$1,064,952</u>	<u>\$ 740,099</u>
<u>Cash Paid During the Period for:</u>				
Interest	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Income Taxes	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
<u>Non Cash Transactions During the Period:</u>				
In Kind Contributions	<u>\$ 138,874</u>	<u>\$ 0</u>	<u>\$ 138,874</u>	<u>\$ 182,864</u>

See Notes and Independent Auditors Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2020 and 2019

Organization and Purpose:

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

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

Programs:

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

Services:

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

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

-Continued on Next Page-

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2020 and 2019

NOTE 1 – Summary of Significant Accounting Principles:

Method of Accounting

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

Basis of Presentation

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

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

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

New Accounting Pronouncements

Topic 606

The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The core principle of ASU 2014-09 is to recognize revenue when the promised goods or services due are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. FASB issued a limited deferral of the effective date to implement the ASU for one year, for years beginning after December 31, 2019. Management will be evaluating the potential impact the pronouncement will have on the financial statements, if any.

-Continued on Next Page-

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2020 and 2019

NOTE 1 - Summary of Significant Accounting Principles - Continued:

New Accounting Pronouncements – continued:

Topic 842

The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, *Leases, (Topic 842)*. This new standard amends a number of aspects of lease accounting, including requiring lessees to recognize operating leases with a term greater than one year on their balance sheet as a right-of-use asset and a corresponding lease liability. This standard is effective for the company for the year beginning after December 31, 2019. Management will be evaluating the potential impact the pronouncement will have on the financial statements, if any.

Use of Estimates in the Preparation of Financial Statements

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

Cash and Equivalents

For purposes of the statements of cash flows, the Organization considers all highly liquid deposits with maturity of three months or less to be cash and/or cash equivalents. At June 30, 2020 and 2019 the Organization had no cash equivalents.

Accounts Receivable

Accounts receivable are reported net of an allowance for doubtful accounts. The allowance is based on management's estimate of the amount of receivables that will actually be collected. Management asserts that all receivables at June 30, 2020 and 2019 were collectible and therefore has not established an allowance for doubtful accounts.

Promises to Give

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

-Continued on Next Page-

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2020 and 2019

NOTE 1 - Summary of Significant Accounting Principles - Continued:

Income Taxes

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

The Organization has evaluated its tax positions for all open tax years. Management believes all tax positions taken would be upheld under examination. No provision for the effects of uncertain tax positions have been recorded for the years ended June 30, 2020 and 2019. The Organizations informational returns remain open to examination by taxing authorities for a period of three years.

Fixed Assets

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

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

Advertising

The Organization uses advertising to promote its programs among the people of the community. The cost of advertising its programs and fundraising activities are expensed at the time the advertising takes place.

Accrued Compensated Absences

Employees of the Organization are entitled to paid vacations, holiday, sick, and personal days off, based on job classification, length of service, and other factors. The Organizations policy is to accrue all vacation time as earned, but to recognize the cost of sick and personal days compensated absences when actually paid to employees. Compensated absences for employees accrued at June 30, 2020 and 2019 totaled \$21,555 and \$14,900, respectively.

-Continued on next page-

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2020 and 2019

NOTE 1 - Summary of Significant Accounting Principles - Continued:

Functional Expenses

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

Donated Materials and Services

The Organization records the value of donated material and services when there is an objective basis to measure their value. Donated material and services for programs are recorded as in-kind donations in the financial statements at their estimated fair value on the date of receipt. Donated items for the annual auction are calculated at their fair value and reported in net proceeds from fundraising. The Organization also recognizes an estimate of contributed occupancy expenses since the program and office facility is leased for the Town of Derry at a rate of \$1 per year. Volunteers have donated a total of 1,845 hours in assisting the Organization with its fundraising, special projects and program services. These contributed services are critical to the success of the organization's mission, but do not meet the criteria for recognition in the financial statements.

NOTE 2 - Concentrations:

The Organization received 13.6% and 19% of its support from one source for the years ending June 30, 2020 and 2019, respectively. Management does not believe that this relationship will be terminated.

NOTE 3 - Retirement Plan Expenses

The Organization sponsors a 403(b) pension plan for its employees. Under the plan employees may voluntarily contribute up to the IRS maximum contribution. The contribution applies to individual accounts issued to each participant. The Organization does not regularly contribute to this plan. The Organization offers a Retirement Incentive Option to those employees who contribute a minimum of 3% or more of their annual pay into the Organization's 403(b) plan. After each year of contributing at least the minimum 3%, the Organization will deposit \$250 into the employee's retirement plan account for full time employees and \$125 for regular part time employees. Contributions made to the plan by the Organization for the years ended June 30, 2020 and 2019 were \$750 and \$750, respectively.

-Continued on next page-

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2020 and 2019

NOTE 4 – Fundraising - Gaming:

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

<u>2020</u>	<u>Bingo/ Lucky Seven</u>	<u>Poker</u>	<u>Total</u>
Revenue – Gaming	\$ 310,515	\$ 0	\$ 310,515
Expenses – Gaming	<u>(268,750)</u>	<u>(298)</u>	<u>(269,048)</u>
Net Income – Gaming	\$ <u>41,765</u>	\$ <u>(298)</u>	\$ <u>41,467</u>

<u>2019</u>	<u>Bingo/ Lucky Seven</u>	<u>Poker</u>	<u>Total</u>
Revenue – Gaming	\$ 336,753	\$ 37,325	\$ 374,078
Expenses – Gaming	<u>(276,933)</u>	<u>(5,250)</u>	<u>(282,183)</u>
Net Income – Gaming	\$ <u>59,820</u>	\$ <u>32,075</u>	\$ <u>91,895</u>

NOTE 5 – Net Assets:

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

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

Net assets restricted by time or purpose at June 30, are:

	<u>2020</u>	<u>2019</u>
Teen Information for		
Parenting Success	\$ 28,000	\$ 11,000
Adolescent Wellness	20,000	24,500
Juvenile Diversion	0	4,500
General and Administrative	0	15,000
Equipment Purchase	0	27,744
Family Wellness - GDFO	<u>15,000</u>	<u>0</u>
Total assets restricted by time or purpose	\$ <u>63,000</u>	\$ <u>82,744</u>

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2020 and 2019

NOTE 6 – Lease Agreement:

The Organization occupies office and program space under a lease agreement with the Town of Derry which requires a payment of \$1 each January 1. The term of the lease is for twenty years through December 31, 2030. All utilities, repairs, maintenance and improvements are the responsibility of the Organization. The Organization has prepaid the total of \$20 due under the terms of the lease.

NOTE 7 – Concentrations of Credit Risk:

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

NOTE 8 – Liquidity

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

Cash and Equivalents	\$ 1,001,952
Accounts Receivable	<u>106,273</u>
Total	\$ <u>1,108,225</u>

The Organization has \$1,171,225 of financial assets available within one year of the balance sheet date to meet cash needs for general expenditures. None of these financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditures within one year of the balance sheet date. The association has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

NOTE 9 – Note Payable:

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

-Continued on next page-

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2020 and 2019

NOTE 9 – Note Payable – continued:

The unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with deferral of payments for the first six months. While the Organization currently believes that its use of the loan proceeds will meet the conditions for forgiveness, it cannot be assured the Organization will not take actions that could cause the Organization to be ineligible for forgiveness of the loan, in whole or in part.

NOTE 10 – Subsequent Events

Subsequent events have been evaluated thru October 8, 2019, which is the date the financial statements were available to be released. Management has determined that there were no material events that would require disclosure in the Organizations financial statements through this date.

The Coronavirus pandemic developed rapidly in 2020 that caused unforeseen circumstances. Measures taken by the government to contain the virus has affected economic activity. The Organization has taken a number of measures to monitor and mitigate the effects of Coronavirus, such as safety and health measure for employees and members, such as social distancing and working from home.

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

36 Tsienneto Road, Derry, NH 03038; (603) 437-8477 Updated: 7/1/2021

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

Brenda Guggisberg, Executive Director

Charlene Puzzo, President

Mat Solso, President Elect

Tyler Hall, Treasurer

Robert St. Amand, Secretary

Jeremy Lane

Jacob D Wiesmann

Emily Whalen, Past President

Gale Stanley

Alexis Brophy

Robyn White

Elizabeth Bergeron

Elizabeth Graziano

Education:

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

Certifications/Trainings:

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

Experience:

Greater Derry Juvenile Diversion Program Coordinator- May 2021-Present

Coordinate the Juvenile Diversion Program to assist youth in engaging in restorative justice strategies in an effort to reduce the risk of long term legal challenges, and to improve the skills in making future decisions.

Take Control Facilitator-Upper Room, Derry NH 2021-Present

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

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

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

comprehensive reports depicting the results of the SASSI and impressions after the completion of the Challenge Course.

Special Education Program Coordinator – Pinkerton Academy 2015-June 2021

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

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

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

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

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

Special Education Teacher- 1997-2003

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

Alice F. Major

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

PROFESSIONAL EXPERIENCE

2020 – CURRENT THE UPPER ROOM

Derry, NH

Teacher-HiSET Rejuvenate & Tutoring Lead

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

2017 – 2020 TIMBERLANE REGIONAL HIGH SCHOOL

Plaistow, NH

Para-Educator and Assistant Track & Field Coach

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

2014 – 2017 PLAISTOW PUBLIC LIBRARY

Plaistow, NH

Logistics & Community Education Liaison

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

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

2011 – 2014 AMERICAN RED CROSS OF NH

Concord, NH

Major Gift Officer

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

2003 – 2011 HEAR in NEW HAMPSHIRE

Hooksett, NH

Director of Development

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

EDUCATION

BOSTON UNIVERSITY SCHOOL OF PUBLIC COMMUNICATION
Bachelor of Science in Mass Communication

Boston, MA

Alice Major- TUR -2

NORTHEASTERN UNIVERSITY

Boston, MA

Emergency Medical Technician-Paramedic
PROFESSIONAL DEVELOPMENT

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

Brenda Guggisberg

Experience: August 2016 – Current

Executive Director The Upper Room a Family Resource Center, Derry, NH

- Oversight of operations and HR functions
- Oversight of PR and agency relations
- Develop and manage budgets
- Oversee grants and development
- Development of staff and programs
- Oversight of building site, safety and improvement plans
- Advocate and support children and families, including development of relationships with those entities that adapt policy that impacts the lives of children and families
- Development of Board, and Strategic Plans
- Develop and maintain strong relationships with funding sources.
- Develop relationships with community partners
- Collaborate to provide services that are unique and meet the community needs

Interim Executive Director November 2015-August 2016

September 2006 –November 2015

HiSet Administrative Program Coordinator/Guidance Counselor

- Coordinate supports and services for students
- Develop program policies and practices to meet the needs of Pinkerton Academy Options program , and The Upper Room
- Facilitate and coordinate intake and assessments for incoming students seeking HiSet/High School Equivalency services, to address educational needs and to manage personal barriers to a students success so that they may more fully participate
- Foster services with Employment Security and other employment agencies
- Coordinate Life Skills /Career Pathways component of the program to provide basic competencies for young adults, to include career exploration and college investigation
- Develop relationships with Community College Admissions, for ease of support to students
- Collaborate with other area services when students have additional needs outside the program
- Develop program to meet the needs of the students
- Provide supervision to classroom instructor and tutors, including staff development and training needed to support staff in the program
- Market and promote the program
- Analyze and assess curriculum to develop strong test preparation programming
- Offer pretesting and screening services to all interested students
- Provide referrals and consults for students requiring additional supports to obtain their HiSet/High School Equivalency

- Facilitate the HiSet/High school Equivalency Team meetings
- Provide documentation and program reports to secure funding
- Collaborate with other HiSet programs to develop positive systems for students coming in to program, and appropriate referrals to area schools or agencies

December 2011-June 2016

Administrative Coordinator/Parent Educator

- Facilitate Parenting classes and groups
- Offer parenting resources and referrals based on parent need

Administrative Operations Coordinator 2011- 6/2016

Food Pantry

Building Operations/Maintenance/Contracts

Loss Management/Safety

December 2002 – July 2009 The Upper Room, Family Resource Center

Program Coordinator TIPS (Teen Parenting Program)

- Facilitate school and community based educational program for pregnant or parenting teens and young adults
- Offer individual support to people seeking resources and referrals
- Coordinate, and organize a monthly "Learn and Shop" event for teens participating in the program
- Facilitate/coordinate prevention workshops for teens and/or their parents
- Assist individuals in seeking the resources they need to be most effective as parents and students
- Implement and facilitate a teen pregnancy and parenting curriculum to teens participating in the program
- Oversee a children's enrichment segment of the program, so that children of the teen parents are offered enriching activities, reading, and opportunities for group play
- Supervise childcare staff and volunteers.
- Complete grant reports and documentation requirements to secure funding
- Facilitate collaboration group to support teen parents in the Southern NH region
- Provide the educational information for Pinkerton Academy to provide an approved course for study at Pinkerton

Education: 1995 M. Ed. Guidance and Counseling, Russell Sage College, Troy, NY
1987 B.S. Psychology, Minor: Early Childhood Education,
Elmira College, Elmira NY

Professional Affiliations: (Current)

Greater Derry Londonderry Chamber of Commerce Board of Directors
South Central Public Health Member

Family Support New Hampshire Member/Board 2021
Salem Chamber of Commerce Member
Network4Health (Integrated Delivery Network) Member
DCYF Advisory Committee 2021

Other Related:

Creating Systematic Support for Students with Emotional/Behavioral Challenges Burlington VT 1999
Department of Education VT, Special Education Eligibility 2000
School Law Course, St. Michael's Burlington VT Spring 2000
Mentors make a Difference, Burlington VT 2000
Schools Against Violence Workshop, Newark NY 2002
Mandated Reporting Course, Canandaigua, NY 2002
Stress Management for Women Portsmouth NH 2004
Microsoft Training Session Derry, NH 2004
Understanding Infant Adoption Workshop, Derry NH 2005
Love? Belonging? Hook-Ups? What about teen relationships
Portsmouth NH 2007
Reducing the Risk: Building Skills to Prevent Pregnancy, STD's and HIV Curriculum Concord, NH 2007
Workforce Readiness, Preparing our students Concord, NH 2007
Active Parenting Total Derry, NH 2006
Active Parenting Cooperative Divorce and Parenting Derry, NH 2007
Time Mastery Workshop 2008
Stress Reduction for Counselors 2008
Heads Together Conference/Workforce Readiness 2009
Human Service Ethics Training March 30, 2009
Active Parenting for Stepfamilies Leader Training Workshop May 4, 2009
Adult Ed Conference Concord, NH October 2009
UNH Attachment/Working with Difficult Students Conference Manchester, NH December 2009
Shared Youth Vision Conference Concord, NH January 2010
Community Connections/PowerPoint 3/29/2010
Focus on Student Health: Tips for Health and Wellness Educators August 5, 2010
College 101: A Workshop for the New Guidance Professional September 24, 2010
Understanding the Frontal Lobes: Emotional Regulation, Social Intelligence and Motivation 10/4/10
New Hampshire Conference for Adult Educators October 30, 2010
NH Adult Ed Conference 10/11, HiSet Training 8/2013
NH Adult Ed Conference 10/12 Webbs Depth of Knowledge Online workshop 2013
Practical Strategies for working with Difficult Students Hybrid Course 1/13-6/13
NH Adult Ed Conference 10/14, Math Training 3 Day Workshop 6/2014
Suicide Prevention Training 1/2015
Motivating Students Hybrid Course through NH Adult Ed 1/15 - 4/15
Mental Health First Aide Course 6/19/15
OMB Guidelines/Audit Information, Center for Non Profits 12/4/15
Understanding Advocacy as an Essential Board Function 2/29/16
Grant Development Enterprise Bank -3/2016
Strengthening Families 8/2016
Developing DHHS Contracts September 2016
Improving your Live Auction Webinar 1/17/17
The Sustainability Impact 2/2/17
Change Direction Workshop on Depression and Suicide Salem, NH 2/22/17
Quick books training 10/17
Excel Training 11/17
Summit 4/2017
Change Direction-Chief Justice John Broderick 2017
SBIRT Training 8/2017
Self harm Training 8/2017
Quickbooks 10/2017
Excel 2/2018
Getting to the Core of your story 3/2018
CPR/Narcan Training - 6/18
Trauma Informed Care - 3/19
Ethics In Supervision - 4/19
The Ripple Effect Event 5/19
Choose Love Workshop 5/19
Stop the Bleed 6/19
Diversity and Cultural Competence 6/2019
Trauma Informed Care Cohort 10/2019 - 10/2020

Fetal Alcohol Syndrome- 5/2021
Narcan Training/Recovery Friendly Workplace 8/2021
Emergency Preparedness- 8/2021
Bank of America Leadership Cohort 2021
Center for Non Profit Executive Director Cohort Oct 2020- September 2021

KEY ADMINISTRATIVE PERSONNEL**NH Department of Health and Human Services****Contractor Name:****Name of Program:**The Upper Room

BUDGET PERIOD: SFY 22				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Liz Graziano	Program Coordinator	\$66,560	0.02%	\$1,664.00
Alice Major	Program Coor/Facilitator	\$41,712	0.05%	\$2,836.00
			0.00%	
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$4,500.00

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

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

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

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

1.1. State Agency Name New Hampshire Department of Health & Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Cheshire Medical Center		1.4. Grantee Address 580 Court Street Keene NH 03431	
1.5. Grantee Phone Number 603-354-5400	1.6. Account Number 05-95-92-920510-33850000	1.7. Completion Date June 30, 2022	1.8. Grant Limitation \$5,000
1.9. Grant Officer for State Agency Nathan D. White, Director		1.10. State Agency Telephone Number (603) 271-9631	
1.11. Grantee Signature <i>Kathryn Willbarger</i>		1.12. Name & Title of Grantee Signor <i>Kathryn Willbarger</i> Chief Operating Officer	
1.14. State Agency Signature(s) 12/6/2021 DocuSigned by: <i>Katja S. Fox</i> ED9D035B04C03442...		1.15. Name & Title of State Agency Signor(s) Katja S. Fox Director	
1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable) DocuSigned by: By: <i>J. Christopher Marshall</i> Assistant Attorney General, On: 12/7/2021 D5B0450E80D4403...			
1.17. Approval by Governor and Council (if applicable) By: _____ On: ____/____/____			

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.
7. RECORDS AND ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

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

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

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

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

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

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

24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

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

Scope of Services

1. Statement of Work

- 1.1. The Grantee shall develop and implement youth-led and youth-powered tobacco use prevention strategies in order to prevent and reduce youth access to and use of tobacco products in the Monadnock Region.
- 1.2. The Grantee shall establish a tobacco use prevention program, to be called the Swanzey Youth Coalition, ensuring tobacco use prevention activities are led by youth, and mentored by an adult.
- 1.3. The Grantee shall develop tobacco use prevention activities targeting youth from ten (10) to twenty (20) years of age in order to affect the number of youth under the age of twenty-one (21) years that begin using tobacco products.
- 1.4. The Grantee shall ensure the implemented tobacco use prevention program is supported and encouraged by community organizations including, but not limited to:
 - 1.4.1. Keene Family YMCA.
 - 1.4.2. Monadnock Youth Coalition.
 - 1.4.3. Monadnock Regional School District SAU 93.
 - 1.4.4. Dover Youth to Youth (DY2Y).
- 1.5. The Grantee shall create a schedule of tobacco prevention activities in conjunction with the Swanzey Youth Coalition, including:
 - 1.5.1. Creating public service announcements for radio and television;
 - 1.5.2. Creating and publishing tobacco prevention information targeted at elementary school children;
 - 1.5.3. Collecting real-time tobacco use data;
 - 1.5.4. Developing and presenting tobacco use prevention lessons to peers and younger students;
 - 1.5.5. Presenting information to community organizations about environmental and policy changes that are effective at reducing youth tobacco use; and
 - 1.5.6. Developing and implementing a strategy to effect change to the culture of tobacco use in the community.
- 1.6. The Grantee will schedule a session with representatives from a photography and/or videography company for youths from Swanzey Youth Coalition, Monadnock Youth Coalition, and SAU 93 Audio/Video Club to provide information to develop radio and television public service announcements.
- 1.7. The Grantee shall contract with DY2Y to:

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

- 1.7.1. Plan a joint meeting and site visit at DY2Y for youths in the Swansey Youth Coalition and the Monadnock Youth Coalition; and
- 1.7.2. Train youths in the Swansey Youth Coalition and the Monadnock Youth Coalition to:
 - 1.7.2.1. Understand and communicate tobacco use prevention information;
 - 1.7.2.2. Deliver presentations to youth group and adult organizations;
 - 1.7.2.3. Create public service announcements; and
 - 1.7.2.4. Develop prevention lessons to deliver to younger students.

2. Exhibits Incorporated

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

3. Reporting Requirements

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

4. Performance Measures

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

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

in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

5.3. Credits and Copyright Ownership

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

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

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

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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EXHIBIT A**

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

6. Records

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

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

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

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

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



EXHIBIT B

Payment Terms

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

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

6. The State shall make payment to the Grantee within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 10 of the Grant Agreement.
7. The final invoice shall be due to the State no later than thirty (30) days after the Grant Agreement completion date specified in the Grant Agreement Block 1.7. Completion Date.
8. Notwithstanding anything to the contrary herein, the Grantee agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
9. Notwithstanding Paragraph 20 of the the Grant Agreement, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

10. Audits

RGA-2022-BDAS-04-TOBAC-04

Exhibit B

Grantee Initials KW

Cheshire Medical Center

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Date 11-9-2021

Rev. 01/08/19

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



EXHIBIT B

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

KW

11-9-2021

Exhibit B-1 Budget

New Hampshire Department of Health and Human Services										
Contractor Name: Charles Medical Center										
Project Title: Tobacco Use Prevention Programs for Youth										
Budget Period: FFY 2022										
Line Item	Total Program Cost			Contractor Separation			Funding Source Budget			Total
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salaries/Wages	1,000.00	100.00	1,100.00	-	-	-	1,000.00	100.00	1,100.00	1,100.00
2. Employee Benefits	-	-	-	-	-	-	-	-	-	-
3. Consultants	-	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-	-
5. Rental	-	-	-	-	-	-	-	-	-	-
6. Repair and Maintenance	-	-	-	-	-	-	-	-	-	-
7. Purchase/Depreciation	-	-	-	-	-	-	-	-	-	-
8. Supplies	-	-	-	-	-	-	-	-	-	-
9. Educational	-	-	-	-	-	-	-	-	-	-
10. Lab	-	-	-	-	-	-	-	-	-	-
11. Pharmacy	-	-	-	-	-	-	-	-	-	-
12. Medical	-	-	-	-	-	-	-	-	-	-
13. Office	250.00	25.00	275.00	-	-	-	250.00	25.00	275.00	275.00
14. Travel	325.00	-	325.00	-	-	-	325.00	-	325.00	325.00
15. Occupancy	-	-	-	-	-	-	-	-	-	-
16. Current Expenses	-	-	-	-	-	-	-	-	-	-
17. Telephone	-	-	-	-	-	-	-	-	-	-
18. Postage	-	-	-	-	-	-	-	-	-	-
19. Subscriptions	-	-	-	-	-	-	-	-	-	-
20. Audit and Legal	-	-	-	-	-	-	-	-	-	-
21. Insurance	-	-	-	-	-	-	-	-	-	-
22. Board Expenses	-	-	-	-	-	-	-	-	-	-
23. Software	-	-	-	-	-	-	-	-	-	-
24. Marketing/Communications	1,825.00	182.50	2,117.50	-	-	-	1,825.00	182.50	2,117.50	2,117.50
25. Staff Education and Training	820.00	-	820.00	-	-	-	820.00	-	820.00	820.00
26. Subcontract/Agreements	-	-	-	-	-	-	-	-	-	-
27. Other (Food for Training)	200.00	20.00	220.00	-	-	-	200.00	20.00	220.00	220.00
28. Other (Youth Awards)	500.00	50.00	550.00	-	-	-	500.00	50.00	550.00	550.00
TOTAL	4,815.00	374.50	5,189.50	-	-	-	4,815.00	374.50	5,189.50	5,189.50
Indirect As A Percent of Direct 10.0%										

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



EXHIBIT C

REVISIONS TO STANDARD GRANT AGREEMENT PROVISIONS

1. Revisions to Grant Agreement, General Provisions

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

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

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



A Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164 402 of Title 45, Code of Federal Regulations

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U S Department of Commerce

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information

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

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

- 7 "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8 "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C 19, biometric records, etc, alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc
- 9 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C F R Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services
- 10 "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C F R § 160 103
- 11 "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C F R Part 164, Subpart C, and amendments thereto
- 12 "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A Business Use and Disclosure of Confidential Information

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A Retention

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection

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

B Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



- 3 The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable
- 4 The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems
- 5 The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information
- 6 If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements
- 7 The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s) Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized
- 8 If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160 103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement
- 9 The Contractor will work with the Department at its request to complete a System Management Survey The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes
- 10 The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department
- 11 Data Security Breach Liability In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer

DHHSPrivacyOfficer@dhhs nh gov

B DHHS Security Officer

DHHSInformationSecurityOffice@dhhs nh gov

State of New Hampshire

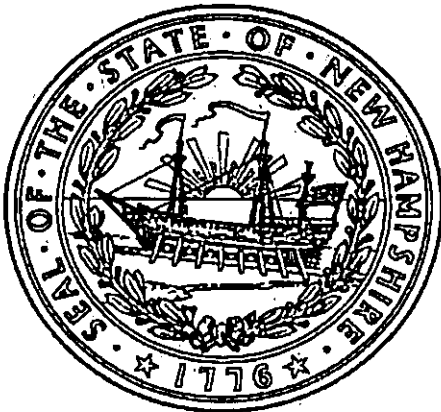
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE CHESHIRE MEDICAL CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 31, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62567

Certificate Number: 0005380072



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of June A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Robert Mitchell _____, hereby certify that
(Name of the elected Officer of the Corporation/LLC, cannot be contract signatory)

1 I am a duly elected Secretary of Cheshire Medical Center _____
(Corporation/LLC Name)

2 The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 10, 2021, at which a quorum of the Directors/shareholders were present and voting
(Date)

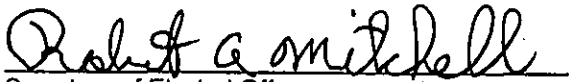
VOTED: That Don Caruso, Kathryn Willbarger or Daniel Gross _____ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Cheshire Medical Center to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated 11/3/21

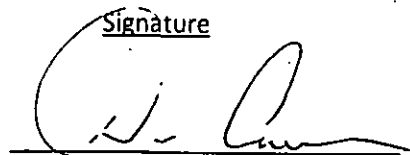

Signature of Elected Officer
Name Robert Mitchell
Title Secretary, Cheshire Medical Center,
Board of Trustees

RESOLUTION

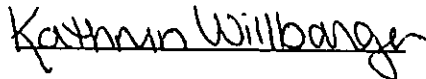
That Don Caruso, Chief Executive Officer/President, Kathryn Willbarger, Chief Operating Officer; Daniel Gross, Chief Financial Officer and their successors in office are hereby jointly and severally authorized and empowered on behalf of Cheshire Medical Center to exercise options and/or rights, warrants, and other securities, and to sell, assign, and transfer all or any stock rights, warrants, bonds, and/or securities hereafter standing or registered in the name of Cheshire Medical Center or Cheshire Health Foundation; to execute the instruments proper or necessary to effect any such purchase and/or transfers and to sell and convey real estate, and to enter into contractual arrangements for any and all Cheshire Medical Center's or Cheshire Health Foundation's regular and program affairs with other institutions and private parties.

That It Be Further Resolved that any and all Resolutions heretofore adopted inconsistent with the above Resolution be and they are hereby rescinded.

Don Caruso.

Signature


Kathryn Willbarger



Daniel Gross



I hereby certify that the above is a true copy of a Resolution unanimously adopted at a meeting of the Board of Trustees of Cheshire Medical Center held on June 10, 2021



Robert Mitchell
Secretary

DATE: December 7, 2021

CERTIFICATE OF INSURANCE**COMPANY AFFORDING COVERAGE**

Hamden Assurance Risk Retention Group, Inc.
P.O. Box 1687
30 Main Street, Suite 330
Burlington, VT 05401

INSURED

Cheshire Medical Center
590 Court Street
Keene, NH 02241

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

COVERAGES

The Policy listed below has been issued to the Named Insured above for the Policy Period notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of the policy. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY		0002021-A	7/1/2021	7/1/2022	EACH OCCURRENCE	\$1,000,000
					DAMAGE TO RENTED PREMISES	\$1,000,000
X	CLAIMS MADE				MEDICAL EXPENSES	N/A
					PERSONAL & ADV INJURY	\$1,000,000
	OCCURRENCE				GENERAL AGGREGATE	\$3,000,000
OTHER					PRODUCTS-COMP/OP AGG	\$1,000,000
PROFESSIONAL LIABILITY					EACH CLAIM	
	CLAIMS MADE					
	OCCURENCE				ANNUAL AGGREGATE	
OTHER						

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)

Certificate is issued as evidence of insurance.

CERTIFICATE HOLDER

New Hampshire DHHS
29 Hazen Drive
Concord, NH 03301

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 DAYS written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVES



DARTHIT-01

ASTOBERT

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
6/30/2021

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

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

PRODUCER License # 1780862
HUB International New England
275 US Route 1
Cumberland Foreside, ME 04110

CONTACT Angela Columbus
NAME
PHONE (A/C, No, Ext) (774) 233-6204 FAX (A/C, No)
E-MAIL Address Angela.Columbus@hubinternational.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A Safety National Casualty Corporation

15105

INSURER B

INSURER C

INSURER D

INSURER E

INSURER F

INSURED

Dartmouth-Hitchcock Health
1 Medical Center Dr
Lebanon, NH 03756

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AGC4065185	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Workers Compensation coverage for Cheshire Medical Center

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

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

AUTHORIZED REPRESENTATIVE

Cheshire Medical Center - Mission

To lead our community to optimal health and wellness through our clinical and service excellence, collaboration, and compassion for every patient, every time.

Cheshire Medical Center and Subsidiaries
Consolidated Balance Sheets
(\$ in 000s)

	June 2021 (unaudited)	June 2020 (audited)
Assets		
Current assets		
Cash and cash equivalents	\$ 44,165	\$ 47,642
Patient accounts receivable, net	13,238	11,413
Prepaid expenses and other current assets	10,195	27,607
Total current assets	<u>67,598</u>	<u>86,662</u>
Assets limited as to use		
Internally designated by board	20,459	18,001
Total assets limited as to use	<u>20,459</u>	<u>18,001</u>
Other investments for restricted activities	34,921	25,272
Property, plant and equipment, net	67,543	68,374
Right of use assets, net	2,396	1,822
Other assets	10,287	7,429
Total assets	<u>\$ 203,204</u>	<u>\$ 207,560</u>
Liabilities and Net Assets		
Current liabilities		
Current maturities of long-term debt	\$ 865	\$ 865
Current portion of lease obligations	656	420
Accounts payable and accrued expenses	12,033	35,117
Accrued compensation and benefits	8,648	7,732
Estimated third party settlements	31,226	34,664
Total current liabilities	<u>53,428</u>	<u>78,798</u>
Long-term debt, excluding current portion	22,753	23,618
Long-term lease obligations, excluding current portion	1,876	1,433
Insurance deposits and related liabilities	475	475
Liability for pension and other postretirement plan benefits	5,286	21,840
Other liabilities	4,224	1,506
Total liabilities	<u>88,042</u>	<u>127,670</u>
Net assets		
Net assets without donor restrictions	68,586	48,549
Net assets with donor restrictions	46,576	31,341
Total net assets	<u>115,162</u>	<u>79,890</u>
Total liabilities and net assets	<u>\$ 203,204</u>	<u>\$ 207,560</u>

Note: As of June 2021 and June 2020, Estimated third party settlements for Cheshire Medical Center includes \$27.5M and \$31.4M, respectively, and Other Liabilities includes \$1.9M, net of recoupments, and \$0, respectively, of Medicare advanced payments with \$31.4M received in April 2020 and \$1.1M received in September 2020.

Cheshire Medical Center and Subsidiaries
Consolidated Statement of Operations and Changes in Net Assets
For the Fiscal Year Ended June 30, 2021 and 2020
(\$ in 000s)

	June 2021	June 2020
Operating revenue and other support		
Net patient service revenue	\$ 223,300	\$ 200,681
Contracted revenue	379	400
Other operating revenue	6,861	4,468
Net assets released from restrictions	1,196	1,334
Total operating revenue and other support	<u>231,736</u>	<u>206,883</u>
Operating expenses		
Salaries	118,710	115,810
Employee benefits	29,994	26,988
Medications	26,451	23,623
Medical Supplies	15,218	12,690
Purchased services and other	33,912	32,099
Medicaid enhancement tax	8,316	8,476
Depreciation and amortization	8,752	9,480
Interest	936	953
Total operating expenses	<u>242,289</u>	<u>230,119</u>
Operating loss before DSH and Stimulus	(10,553)	(23,236)
Medicaid Uncompensated Care Payment (DSH)	7,510	6,735
Federal stimulus payments	-	12,004
Operating loss	<u>(3,043)</u>	<u>(4,497)</u>
Nonoperating gains		
Investment income	6,319	1,307
Other, net	200	1,314
Total nonoperating gains	<u>6,519</u>	<u>2,621</u>
Excess (deficiency) of revenue over expenses	3,476	(1,876)
Net assets without donor restrictions		
Net assets released from restrictions	600	179
Change in additional minimum pension liability	16,007	(13,321)
Net assets transferred to affiliates	-	10
Reclassification of net assets	(46)	(2,316)
Increase (decrease) in net assets without donor restrictions	<u>20,037</u>	<u>(17,324)</u>
Net assets with donor restrictions		
Gifts, bequests, sponsored activities	11,958	1,123
Investment gains	225	682
Change in net unrealized gains (losses) on investments	4,802	(827)
Reclassification of net assets	46	2,316
Net assets released from restrictions	(1,796)	(1,513)
Increase in net assets with donor restrictions	<u>15,235</u>	<u>1,781</u>
Increase (decrease) in net assets	35,272	(15,543)
Net assets, beginning of period	79,890	95,433
Net assets, end of period	<u>\$ 115,162</u>	<u>\$ 79,890</u>

Cheshire Medical Center - Board of Trustees (November 2021)

- Susan Abert, Vice Chair
- Ashok Bahl
- Mark Bodin
- Elizabeth Cotter
- Barbara Duckett
- Mark Gavin, Treasurer
- H. Roger Hansen, MD
- Nathalie Houder, Chair
- Michael Kapiloff
- Stephen LeBlanc
- Robert Mitchell, Secretary
- Maria Padin, MD
- Andy Tremblay, MD
- Michael Waters

Ex Officio members

- Don Caruso, MD, MPH
- Cherie Holmes, MD
- Claire Fabian, MD

Peter J. Sebert

Areas of Expertise:

- Possess wide-ranging, active, professional experience in Developing and Implementing Community Health and Wellness Programs
- Created and implemented target driven budgets and Action plans
- Intensive involvement with hands-on group and individual facilitation
- Effective presenter and speaker
- Extensive Experience in Key Leadership Roles

Professional Experience:

Adjunct professor and Guest Lecturer - Keene State College, Keene NH 2009-Present

- Present and lecture every semester for Public Health Students
- Teach Outdoor Skills class to PE Majors

Drug Free Community Coalition Director – Keene family YMCA 2019-Present

- Lead Community Volunteers to produce Positive Community Change
- Develop Community framework and funding to reduce youth substance use
- Manage, implement, and meet all requirements of multi-year Federal grant

Healthy Lifestyle Director - Keene Family YMCA, *Keene, NH* • 2011 - 2019

- Responsible for all programming for a 7,000 member YMCA
- Direct supervisor of 54 employees
- Responsible for the implementation and development of all health improvement programs.

Program Manager– IN SHAPE Program - Monadnock Family Services, *Keene, NH* • 2008 - 2011

- Responsible for all aspects of a nationally recognized health improvement program, that is designed to serve the severe and persistent mentally ill population.
- Present and facilitate trainings throughout the country as part of a national program expansion
- Direct supervisor of 22 staff members at 9 program locations

Interim Executive Director-Keene Family YMCA, *Keene, NH* • 2001 - 2001

- Responsible for 1.2 million dollar operating budget
- Responsible for 300 staff and volunteers
- Converted a \$60,000 deficit into a \$40,000 surplus

Senior Program Director- Keene Family YMCA, *Keene NH* • 1998-2007

- Responsible for all operations in; Fitness, Aquatics, Physical Education, Teen Programs, Gymnastics, and Climbing.
- Developed and implemented programs and services resulting in growth in membership, program enrollment, annual fund raising support and enhancement of the YMCA's public image.
- Created and facilitated numerous community partnerships

Director of Recovery Bound Program-Beech Hill Hospital, *Dublin, NH* • 1995 - 1998

- Effectively lead an experiential based therapy program for high risk Adolescents with substance abuse issues.
- Staffed and lead all wilderness Therapy groups

Director of Recreational Therapy-Beech Hill Hospital, *Dublin, NH* • 1987 - 1995

- Created and implemented a comprehensive activities therapy program for a 200 bed inpatient hospital.
- Implement customized fitness programs for group and individual clients.

Education:

Keene State College, *Keene, NH* • 1983 – 1987 General Studies with an Exercise Science concentration

James P. Duffy

PROFILE

Ethical, proactive human services professional with a track record of success in a variety of roles. Strong interpersonal and investigative skills, excellent verbal/written communication capabilities, and coalition building strengths in mental health, legal, and City government organizations.

EXPERIENCE

Cheshire Medical Center, Keene NH 03431

Tobacco Cessation Program Manager

2021

Provide counseling and information sessions to individuals.

Facilitate community education, advocacy, and education for tobacco prevention and cessation.

Project management.

Monadnock Family Services, Keene, NH 03431

2019- 2021

Enhanced Care Coordinator, Copilot Program

Provide advocacy, direct support, education, and resource linkage to individuals with complex behavioral and medical health needs.

Member of Employee Development Working Group

Cheshire Medical Center Dartmouth-Hitchcock Keene, Keene, NH, 03431

2016- 2019

Population Health Worker, Prescribe for Health Program

Address social and behavioral needs by connecting chronically ill patients to community resources and services, social service agencies and environments that enhance health.

- Conduct home visits, provide supportive counseling, and patient advocacy
- Address barriers to utilization of community resources
- Supervised Student intern

Organized and facilitated Deliberative Dialogue on Social Isolation and Loneliness

AtHOME Magazine, Keene, NH, 03431

2016

Sales Director

Developed and launched sales expansion strategy preparing the way for hiring several sales associates to drive increased sales and market expansion. Direct sales role during magazine's transition period.

New Hampshire Public Defender's Office, Keene, NH, 03431

1997-2016

Investigator

Criminal investigation for the defense of indigent adult and juvenile clients in hundreds of cases.

Consistently managed an active caseload of over 30 clients.

- Conducted social history and sentencing related interviews with clients and witnesses
- Assisted clients in accessing social services and preparing sentencing memoranda and social history package for court's review
- Supervised 10+ undergraduate interns in all facets of investigative work
- Supervised first year law student interns as they learned to do investigative work
- Key liaison with community mental health and substance abuse resources on behalf of clients across the agency

- Trained investigators on bringing mental health issues into the defense strategy for clients
- Trained administrative staff on effective strategies for dealing with difficult/disruptive clients

Keene City Council, Keene NH, 03431

2006 – 2015

Councilor

Four term elected official. Chaired multiple committees and contributed to the management of 10 operating budgets averaging over \$50M each. Awarded NH Citizen Planner of the Year, Northern New England Chapter of American Planning Association Citizen Planner of the Year, and Progressive Leader Award during tenure.

- Chaired Municipal Services, Facilities, and Infrastructure Committee
- Other duties included overseeing legal, financial, personnel, general administration, and contract aspects of City Council

Monadnock Family Services, Keene, NH

1995-1997

Intensive Case Manager

Managed caseloads of 10+ high risk adults with severe mental illness, providing vocational support, crisis management, psycho-social rehabilitation, supportive counseling, and medication distribution

Lifestyles, Inc., Brewster, NY

1994

Activity Coordinator

Provided life management skills support using behavior modification approach

- Wrote curriculum for group activity learning

The Psychiatric Institute, New York, NY

1988 – 1994

Mental Health Counselor

- Served the clinical/vocational needs of adults with serious mental illness
- Planned, organized, and delivered presentations on program development, psychoeducation, and continuity of care approaches

EDUCATION

Norwich University, Montpelier, VT- 1994

Master of Fine Arts

Empire State College, Hartsdale, NY- 1989

Bachelor of Arts

COMMUNITY SERVICE/MEMBERSHIP

- Pathways for Keene- Board Member
- One Hundred Nights Shelter- Board Member
- Monadnock Interfaith Project- Guiding Council Member/Treasurer

AWARDS

- NH Citizen Planner of the Year 2010 (NH Planners Association)
- Citizen Planner of the Year 2010 (Northern New England Chapter of American Planning Assoc.)
- Progressive Leader Award 2010 (NH Citizen's Alliance/Working Families Win)

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Cheshire Medical CenterName of Program: Tobacco Use Prevention Programs for Youth
(RGA2022-BDAS-04-TOBAC-04)BUDGET PERIOD: SFY 2022

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
James Duffy	Tobacco Prevention Program Manager	\$0	0.00%	\$0.00
Peter Sebert	Drug Free Community Coalition Director	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

BUDGET PERIOD: SFY XXX

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
TBD	School Staff Member	\$1,000	100.00%	\$1,000.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$1,000.00