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

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9200 1-800-852-3345 Ext. 9200  
Fax: 603-271-9200 TDD Access: 1-800-735-2964

Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

December 5, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to amend an existing **sole source** agreement with the Prevention Certification Board of New Hampshire (Vendor #168487), 501 South Street 2<sup>nd</sup> Floor, Bow NH 03304, for the provision of administering an internationally recognized certification procedure for alcohol, tobacco and other drug prevention practitioners in New Hampshire by increasing the price limitation by \$20,000 from \$20,000 to \$40,000 and extending the contract completion date from June 30, 2017 to June 30, 2019 effective July 1, 2017, upon Governor and Executive Council approval, whichever is later. The original contract was approved by the Attorney General's Office on April 8, 2015. 98% Federal Funds and 2% General Funds.

Funds to support this request are anticipated to be available in State Fiscal Years 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

**05-095-092-920510-3380 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES**

Fiscal Year	Class/ Object	Activity Code	Class Title	Current Budget	Increase/ (Decrease)	Modified Budget
2016	102-500731	49156502	Contracts for Program Services	\$10,000	0	\$10,000
2017	102-500731	49156502	Contracts for Program Services	\$10,000	0	\$10,000
2018	102-500731	49156502	Contracts for Program Services	0	\$10,000	\$10,000
2019	102-500731	49156502	Contracts for Program Services	0	\$10,000	\$10,000
<b>Totals:</b>				<b>\$20,000</b>	<b>\$20,000</b>	<b>\$40,000</b>

### EXPLANATION

This is a **sole source** amendment request because The Prevention Certification Board of New Hampshire was established fifteen (15) years ago specifically for the purpose of certifying New Hampshire Prevention Specialist professionals. In order to align with the national standards for prevention certification, it was a requirement of the International Certification & Reciprocity Consortium for the State to establish an oversight board of its professional peers.

Approving this amendment will allow the State to renew contract services for the continued coordination and administration of an internationally recognized certification procedure for alcohol, tobacco and other substance misuse prevention specialists, statewide. Over the course of the last year, the number of Certified Prevention Specialists in New Hampshire has increased from fifty two (52) to fifty seven (57). The Contractor will continue certifying prevention specialists in accordance with the core competency standards established by the International Certification & Reciprocity Consortium.

The Department will also continue to assure consumer protection as well as promote professional growth and development. The relationship with the International Certification & Reciprocity Consortium ensures New Hampshire's professional prevention workforce is accurately trained in accordance with national standards.

The International Certification & Reciprocity Consortium protects the public by establishing standards for the credentialing of addiction-related professionals. The Contractor is certified and authorized through the International Certification & Reciprocity Consortium to review and approve applications for prevention certification and has the authority to approve trainings for continued education credits for prevention practitioners seeking recertification. Additionally, the Contractor is a valuable source for educational opportunities available to prevention specialists.

The Contractor must maintain affiliation/membership with the International Certification & Reciprocity Consortium as well as maintain a Board of Directors, Certification Board and an Education Committee. Additionally, the Contractor must keep the Department apprised of any new developments in the field of prevention certification.

The original agreement contains renewal language that allows the Department to renew the contract for up to two (2) additional two (2) year periods, subject to satisfactory performance, continued availability of funds and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, the quality assurance and integrity of prevention practitioners providing services statewide may be compromised as there may not be oversight of the New Hampshire certification process to ensure compliance with national standards.

Area served: Statewide

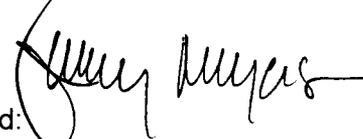
Source of funds: 98% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, Catalog of Federal Domestic Assistance #93.959, Federal Award Identification Number TI010035-16 and 2% State General Funds.

In the event that Federal Funds become no longer available, no additional General Funds will be requested to support this request.

Respectfully submitted,



Katja S. Fox  
Director  
Division for Behavior Health



Approved:

Jeffrey A. Meyers  
Commissioner



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Prevention Certification Board Services Contract**

This 1st Amendment to the Prevention Certification Board Services contract (hereinafter referred to as "Amendment #1") dated this October 24th of 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Prevention Certification Board of New Hampshire (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 501 South Street, 2<sup>nd</sup> Floor, Bow, NH, 03304.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Attorney General's Office on April 8, 2015, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the Form P-37 General Provisions, Paragraph 18 and Exhibit C-1 Paragraph 4, Revisions to General Provisions, the State may renew the contract for up to two (2) additional two (2) year periods by written agreement of the parties, continued availability of funds, satisfactory performance of contracted services and approval of the Governor and Executive Council.

WHEREAS the parties agree to extend the Contract for two (2) years and increase the Price Limitation.

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

1. Form P-37, General Provisions, block 1.7, Completion Date, to read:  
June 30, 2019
2. Form P-37, General Provisions, block 1.8, Price Limitation, to read:  
\$40,000
3. Add Exhibit B-3, Amendment #1
4. Add Exhibit B-4, Amendment #1



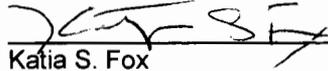
**Prevention Certification Board Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

11/25/16  
Date

  
\_\_\_\_\_  
Katia S. Fox  
Director  
Bureau for Behavioral Health

The Prevention Certification  
Board of New Hampshire

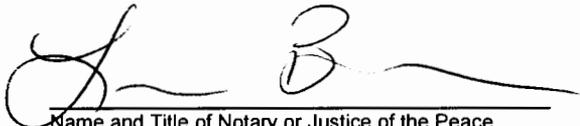
10.31.16  
Date

  
\_\_\_\_\_  
Name: Donna Arias  
Title: President

**Acknowledgement:**

State of NH, County of Merrimack on 10/31/2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

  
\_\_\_\_\_  
Name and Title of Notary or Justice of the Peace

**LISA M. BRYSON, Notary Public**  
My Commission Expires September 3, 2019

**Prevention Certification Board Services**



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

OFFICE OF THE ATTORNEY GENERAL

Date 12/29/14

  
Name: Megan A. York  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

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

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

Bidder/Program Name: Prevention Certification Board of New Hampshire

Budget Request for: Prevention Certification Services

Budget Period: July 1, 2017 through June 30, 2018

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHSB contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other: Cost associated with attendance at at least one IC&RC meeting on an annual basis for one Board member	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00
	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
<b>TOTAL</b>	<b>\$ 10,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,000.00</b>	<b>\$ -</b>	<b>\$ 10,000.00</b>

0.0%

Indirect As A Percent of Direct

Contractor Initials:   
 Date: 10/31/16

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

Bidder/Program Name: Prevention Certification Board of New Hampshire

Budget Request for: Prevention Certification Services

Budget Period: July 1, 2018 through June 30, 2019

Line Item	Direct -		Total Program Cost		Contractor Share / Match		Funded by DHHHS contract share		Total
	Incremental	Fixed	Incremental	Fixed	Incremental	Fixed	Incremental	Fixed	
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other: Cost associated with attendance at least one IC&RC meeting on an annual basis for one Board member	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00
	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00

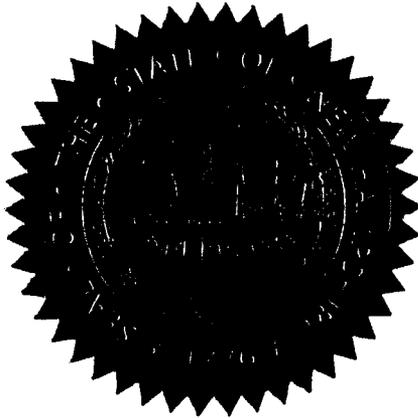
Indirect As A Percent of Direct 0.0%

Contractor Initials:  Date: 10/31/16

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 Prevention Certification Board of New Hampshire is a New Hampshire nonprofit corporation formed July 12, 2005. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12<sup>th</sup> day of May A.D. 2016

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Mary Forsythe-Taber, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Prevention Certification Board of New Hampshire.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on June 20, 2016:  
(Date)

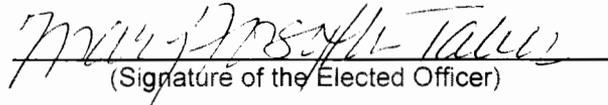
**RESOLVED:** That the President  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 31<sup>st</sup> day of October, 2016.  
(Date Contract Signed)

4. Donna Arias is the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

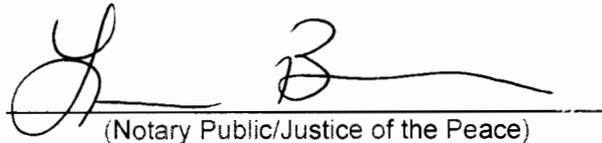
  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 31<sup>st</sup> day of October, 2016,

By Mary Forsythe-Taber  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

**LISA M. BRYSON, Notary Public**  
**My Commission Expires September 3, 2019**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/19/2016

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

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

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	<b>CONTACT NAME:</b> Juli-Anne Duval, CPIW, AAI, CIC <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>E-MAIL ADDRESS:</b> jduval@crossagency.com <b>FAX (A/C, No):</b> (603) 645-4331													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Allied World, Darwin Nat'l</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></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(S) AFFORDING COVERAGE	NAIC #	INSURER A: Allied World, Darwin Nat'l		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Allied World, Darwin Nat'l														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Prevention Certification Board of New Hampshire c/o Community Health Institute 501 S. Street, 2nd Floor Bow NH 03304														

**COVERAGES**      **CERTIFICATE NUMBER:** COI 16-17      **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>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers			0306-4997	4/14/2016	4/14/2017	\$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 & 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 J Duval, CPIW, AAI, CIC <i>Juli-anne Duval</i>
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# Prevention Certification Board of NH

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## **Mission:**

The mission of the Prevention Certification Board of New Hampshire is to prevent the misuse of alcohol, tobacco, and other drugs by providing a professional prevention credential which:

- Ensures that individuals working in communities to reduce risk and promote health have current and comprehensive knowledge, skills, and attitudes to carry out successful prevention approaches;
- Recognizes and supports a broad public health approach to behavioral health and wellness;
- Protects consumers served by credentialed professionals.

THE  
**PREVENTION CERTIFICATION BOARD**  
OF NEW HAMPSHIRE

Contracts Specialist  
Bureau of Contracts & Procurement  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

**October 28, 2016**

***President***

Donna Arias, CPS  
Life of an Athlete

***Vice President***

May Forsythe-Taber, CPS  
Makin It Happen

***Treasurer***

Elena VanZandt, CPS  
HALO Educational Systems

***Secretary***

Marissa Carlson, CPS  
NH Teen Institute

Tim Lena, CPS  
Timberlane Regional School  
District

Abby Shockley, MPH, CPH,  
CPC  
NH Providers Association

***Administrator***

Priscilla Davis,  
Project Manager, JSI

Dear Ms. Lamarre,

As an organization with very limited financial resources, we have not had an audit done. I have enclosed our 990EZ for year ending December 31, 2015.

If you need any other further information, please call me at 603-359-3321.

Respectfully;



Elena VanZandt  
**Elena VanZandt; MEd, MLADC, CPS**  
**Treasurer- (603)-359-3321**  
NH Prevention Certification Board

**501 SOUTH STREET,  
2ND FL.,  
BOW, NH 03304**

[www.nhpreventcert.org](http://www.nhpreventcert.org)

[nhpreventcert@gmail.com](mailto:nhpreventcert@gmail.com)  
603-828-8958

**Short Form**

**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

**2015**

**Open to Public Inspection**

▶ Do not enter social security numbers on this form as it may be made public.

▶ Information about Form 990-EZ and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

Department of the Treasury  
Internal Revenue Service

**A For the 2015 calendar year, or tax year beginning** January 1, 2015, and ending December 31, 2015

<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization <b>The Prevention Board of NH</b>		<b>D</b> Employer identification number <b>34-2046599</b>
	Number and street (or P.O. box, if mail is not delivered to street address) Room/suite <b>501 South Street, 2nd Floor</b>		<b>E</b> Telephone number <b>603-573-3302</b>
	City or town, state or province, country, and ZIP or foreign postal code <b>Bow, NH 03304</b>		<b>F</b> Group Exemption Number ▶

**G** Accounting Method:  Cash  Accrual Other (specify) ▶ \_\_\_\_\_

**I Website:** ▶ nhpreventcert.org

**J Tax-exempt status** (check only one) —  501(c)(3)  501(c) ( 6 ) ◀ (insert no.)  4947(a)(1) or  527

**K** Form of organization:  Corporation  Trust  Association  Other \_\_\_\_\_

**L** Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ . . . . . ▶ \$ \_\_\_\_\_

**Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances** (see the instructions for Part I)  
 Check if the organization used Schedule O to respond to any question in this Part I . . . . .

		<b>1</b> Contributions, gifts, grants, and similar amounts received . . . . .		<b>1</b>	
		<b>2</b> Program service revenue including government fees and contracts . . . . .		<b>2</b>	6,342.00
		<b>3</b> Membership dues and assessments . . . . .		<b>3</b>	4,036.40
		<b>4</b> Investment income . . . . .		<b>4</b>	
		<b>5a</b> Gross amount from sale of assets other than inventory . . . . .		<b>5a</b>	
		<b>b</b> Less: cost or other basis and sales expenses . . . . .		<b>5b</b>	
		<b>c</b> Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a) . . . . .		<b>5c</b>	
		<b>6</b> Gaming and fundraising events			
Revenue	<b>a</b> Gross income from gaming (attach Schedule G if greater than \$15,000) . . . . .		<b>6a</b>		
	<b>b</b> Gross income from fundraising events (not including \$ _____ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000) . . . . .		<b>6b</b>		
	<b>c</b> Less: direct expenses from gaming and fundraising events . . . . .		<b>6c</b>		
	<b>d</b> Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c) . . . . .		<b>6d</b>		
		<b>7a</b> Gross sales of inventory, less returns and allowances . . . . .		<b>7a</b>	
		<b>b</b> Less: cost of goods sold . . . . .		<b>7b</b>	
		<b>c</b> Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a) . . . . .		<b>7c</b>	
		<b>8</b> Other revenue (describe in Schedule O) . . . . .		<b>8</b>	
		<b>9 Total revenue.</b> Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 . . . . . ▶		<b>9</b>	10,378.40
		<b>10</b> Grants and similar amounts paid (list in Schedule O) . . . . .		<b>10</b>	
		<b>11</b> Benefits paid to or for members . . . . .		<b>11</b>	
		<b>12</b> Salaries, other compensation, and employee benefits . . . . .		<b>12</b>	
		<b>13</b> Professional fees and other payments to independent contractors . . . . .		<b>13</b>	5,625.00
		<b>14</b> Occupancy, rent, utilities, and maintenance . . . . .		<b>14</b>	
		<b>15</b> Printing, publications, postage, and shipping . . . . .		<b>15</b>	
		<b>16</b> Other expenses (describe in Schedule O) . . . . .		<b>16</b>	4,466.59
		<b>17 Total expenses.</b> Add lines 10 through 16 . . . . . ▶		<b>17</b>	10,091.59
		<b>18</b> Excess or (deficit) for the year (Subtract line 17 from line 9) . . . . .		<b>18</b>	286.81
		<b>19</b> Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return) . . . . .		<b>19</b>	5,496.44
		<b>20</b> Other changes in net assets or fund balances (explain in Schedule O) . . . . .		<b>20</b>	1,566.49
		<b>21</b> Net assets or fund balances at end of year. Combine lines 18 through 20 . . . . . ▶		<b>21</b>	7,349.74



**Part V Other Information** (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V) Check if the organization used Schedule O to respond to any question in this Part V

		Yes	No
33	Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O . . . . .		✓
34	Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O (see instructions) . . . . .		✓
35a	Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)? . . . . .		✓
b	If "Yes," to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O . . . . .		✓
c	Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III . . . . .		✓
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N . . . . .		✓
37a	Enter amount of political expenditures, direct or indirect, as described in the instructions ▶ <b>37a</b> _____		
b	Did the organization file <b>Form 1120-POL</b> for this year? . . . . .		✓
38a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return? . . . . .		✓
b	If "Yes," complete Schedule L, Part II and enter the total amount involved . . . . . <b>38b</b> _____		
39	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on line 9 . . . . . <b>39a</b> _____		
b	Gross receipts, included on line 9, for public use of club facilities . . . . . <b>39b</b> _____		
40a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 ▶ _____; section 4912 ▶ _____; section 4955 ▶ _____		
b	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I . . . . .		✓
c	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 . . . . . ▶ _____		
d	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization . . . . . ▶ _____		
e	All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T . . . . .		✓
41	List the states with which a copy of this return is filed ▶ _____		
42a	The organization's books are in care of ▶ _____ Telephone no. ▶ _____ Located at ▶ _____ ZIP + 4 ▶ _____		
b	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country: ▶ _____ See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).	Yes	No
			✓
c	At any time during the calendar year, did the organization maintain an office outside the U.S.? . . . . . If "Yes," enter the name of the foreign country: ▶ _____		✓
43	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of <b>Form 1041</b> —Check here . . . . . ▶ <input type="checkbox"/> and enter the amount of tax-exempt interest received or accrued during the tax year . . . . . ▶ <b>43</b> _____		
44a	Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ . . . . .		✓
b	Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ . . . . .		✓
c	Did the organization receive any payments for indoor tanning services during the year? . . . . .		✓
d	If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O . . . . .		✓
45a	Did the organization have a controlled entity within the meaning of section 512(b)(13)? . . . . .		✓
b	Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ (see instructions) . . . . .		✓

	Yes	No
<b>46</b> Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I . . . . .		<input checked="" type="checkbox"/>

**Part VI Section 501(c)(3) organizations only**

All section 501(c)(3) organizations must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI . . . . .

	Yes	No
<b>47</b> Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II . . . . .		<input checked="" type="checkbox"/>
<b>48</b> Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E . . . . .		<input checked="" type="checkbox"/>
<b>49a</b> Did the organization make any transfers to an exempt non-charitable related organization? . . . . .		<input checked="" type="checkbox"/>
<b>b</b> If "Yes," was the related organization a section 527 organization? . . . . .		<input checked="" type="checkbox"/>

**50** Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation

**f** Total number of other employees paid over \$100,000 . . . . . ▶ \_\_\_\_\_

**51** Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation

**d** Total number of other independent contractors each receiving over \$100,000 . . . . . ▶ \_\_\_\_\_

**52** Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations must attach a completed Schedule A . . . . . ▶  Yes  No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer _____	Date _____
	Type or print name and title _____	

<b>Paid Preparer Use Only</b>	Print/Type preparer's name _____	Preparer's signature _____	Date _____	Check <input type="checkbox"/> if self-employed	PTIN _____
	Firm's name ▶ _____			Firm's EIN ▶ _____	
	Firm's address ▶ _____			Phone no. _____	

May the IRS discuss this return with the preparer shown above? See instructions . . . . . ▶  Yes  No

**SCHEDULE O  
(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

Name of the organization

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

OMB No. 1545-0047

**2015**

**Open to Public  
Inspection**

**The Prevention Certification Board of NH**

Employer identification number

**34-2046599**

**Exam:** \$650

**Insurance:** \$ 1,205.00

**Miscellaneous Expenses:** \$ 2,011.59

**Membership Dues:** \$ 600

**Net Assets or fund balances at beginning of year 2014 moving to end-of- year figure were filed in an Accrual method.**

**Net Assets or fund balances at beginning of year 2015 moving to end-of-year figure were filed in a Cash method. Noted difference of \$1,566.45**

**Identified on Line 20 of 990 EZ**

# Prevention Certification Board of NH

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## Board of Directors:

Donna Arias, CPS, President  
Life of an Athlete, Program Director  
251 Clinton Street, Concord NH 03301  
[darias@nhiaa.org](mailto:darias@nhiaa.org)  
603-228-8671

Mary Forsythe-Taber, CPS, Vice President  
Makin It Happen  
497 Hooksett Road, Suite 207  
Manchester, NH 03104  
[mft@mih4u.org](mailto:mft@mih4u.org)  
603-686-6844

Elena VanZandt, Med, MLADC, CPS, Treasurer  
HALO-New England  
44 Roberts Road  
Canaan, NH 03741  
[elenavanzandt@haloeducationalsystems.com](mailto:elenavanzandt@haloeducationalsystems.com)  
603-359-3321

Marissa Carlson, CPS, Secretary  
NH Teen Institute, Executive Director  
112 W. Pearl Street  
Nashua, NH 03060  
[Mcarlson.ti@gmail.com](mailto:Mcarlson.ti@gmail.com)

Timothy Lena, CPS, Chair of Peer Review  
Timberlane Regional School District, SAP  
Coordinator  
36 Greenough Rd.  
Plaistow, NH 03865  
[Timothy.lena@timberlane.net](mailto:Timothy.lena@timberlane.net)  
603-382-6541, ext. 227

Charlotte Scott  
Southern Rockingham Coalition for Health  
Youth  
6 West Main Street  
Newton, NH 03858  
[sorocknhccc@gmail.com](mailto:sorocknhccc@gmail.com)  
603-498-8583

Carrie McFadden  
NH Training Institute on Addictive Disorders  
130 Pembroke Road  
Concord, NH 03301  
[traininginstitute@nhadaca.org](mailto:traininginstitute@nhadaca.org)  
603-225-7060

Courtney Gray, JD/MSW  
NH Providers Association  
10 Ferry St, Suite 308  
Concord, NH 03301  
[Courtney@nhproviders.org](mailto:Courtney@nhproviders.org)  
603-225-9540

# Donna Arias

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## **PROFILE**

Experienced Public Health professional with extensive network development, program implementation and coordination experience, focused on finding solutions by utilizing the social capital garnered through community collaboration.

## **WORK EXPERIENCE**

- Coordinate program implementation on a local, regional, and state-wide level
- Coordinate Community Partners in development and implementation of regional strategic plans
- Participated in and conducted presentations at local and state meetings; conferences; and for local and state legislators and college classes
- Public Policy and Advocacy
- Community Organizing
- Serve as an active member on community collaborations and boards
- Fundraising activities
- Analyze trends
- Project and Budget Management
- Grant Writing and Management
- Issue Requests for Proposals and manage contracts
- Meeting Coordination through facilitation, agenda development, reminders, and minutes
- Hire, supervise, and evaluate staff, volunteers, and interns
- Generate reports and assure compliance for Local, State, and Federal Partners
- Design training and educational programs
- Provide team building and resource trainings
- Delegate responsibilities

## **EMPLOYMENT**

<b>New Hampshire Interscholastic Athletic Association, Concord, NH</b> <i>Life of an Athlete, Program Director</i>	<b>2013-present</b>
<b>United Way of Greater Nashua, Nashua, NH</b> <i>Beyond Influence, Regional Coordinator</i>	<b>2008-2013</b>
<b>City Division of Public Health and Community Services, Nashua, NH</b> <i>Public Health Network Coordinator</i>	<b>2006-2008</b>
<b>Nashua Soup Kitchen &amp; Shelter, Inc., Nashua NH</b> <i>Housing Program Director</i>	<b>2002-2006</b>
<b>South Middlesex Opportunity Council, Framingham, MA</b> <i>Program Director</i>	<b>1997-2002</b>
<i>Residential Supervisor</i>	2000-2002
<i>Residential Councelor</i>	1999-2000
<i>Residential Councelor</i>	1997-1999
<b>Department of Psychology/Northeastern University, Boston, MA</b> <i>Directed Study/Analyst</i>	<b>1997</b>
<b>Department of Residential Life/Northeastern University, Boston, MA</b> <i>Administrative Assistant</i>	<b>1992-1996</b>
<b>United Farm Workers of America, AFL-CIO, Los Angeles, CA</b> <i>Administrative Assistant/Organizer</i>	<b>1994</b>

## **EDUCATION**

### **International Certification & Reciprocity Consortium**

New Hampshire Prevention Certification Board  
Internationally Certified Prevention Specialist, 2010

### **Northeast Public Health Leadership Institute**

Scholar Project: Advocating for Public Health in New Hampshire, Toolkit  
Albany University; Albany, NY, 2007

### **Certificate of Appreciation for completion of New Hampshire Public Health Institute**

Manchester, NH, 2007

### **Northeastern University; Boston, MA**

College of Arts and Sciences, 1997  
BS, Psychology

## **COMMUNITY AFFILIATIONS**

New Hampshire Prevention Certification Board, President and Past Peer Review Committee Chair, 2010-present  
Nashua Rotary West, 2008-present  
State Epidemiological Outcome Workgroup, 2012-2013  
NH Liquor Enforcement Alcohol Workgroup, 2011-2013  
Greater Nashua's Community Health Improvement Planning Group, 2011-2013  
Gate City Immigrant and Refugee Initiative, 2008-2013  
Community Action for Safe Teens, 2008-2013  
Hudson/Litchfield Coalition, 2009-2013  
Merrimack Drug Advisory Council, 2008-2013  
Nashua Prevention Coalition, 2008-2013  
Greater Nashua Healthy Community Collaborative, 2006-2013  
New Hampshire Public Health Association, 2006-2008  
Greater Nashua Regional Public Health Advisory Committee, Chairperson, 2006-2008  
Greater Nashua Regional Public Health Emergency Planning Subcommittee, Facilitator, 2006-2008  
Greater Nashua Regional Media Advisory Subcommittee, 2006-2008  
New Hampshire Diabetes Advisory Committee 2006-2008  
Greater Nashua Local Emergency Planning Committee, 2006-2008  
Winter Overflow Planning Committee, Facilitator, 2004-2006  
Homeless Wraparound Team, Facilitator, 2005-2006  
Shelter Providers and Outreach Workers Meeting, 2004-2006  
Continuum of Care, 2002-2006  
Ending Homelessness Committee, 2002-2006  
Housing Data and Analysis Committee, Chairperson, 2004-2006

## **TRAININGS AND SKILLS**

Life of an Athlete, Train the Trainer, Olympic Training Center, Lake Placid, NY  
Estudio, Word, Excel, PowerPoint, Publisher, Outlook  
KITS, PIERS  
New Futures, Community Leadership Initiative  
Homeless Management Information System  
Psychological First Aid  
National Incident Management System 700, Incident Command System 100  
Risk Communication  
Continuity of Operations  
Proficient in Conversational Spanish

**REFERENCES FURNISHED UPON REQUEST**

Mary Forsythe-Taber

## **PROFESSIONAL EXPERIENCE**

**ACPIE Savvy** – Over seven years of coalition development experience utilizing the ACPIE model – **A**ssessing the need, **C**ollaborating at local and state levels to develop a **P**lan for sustainability and growth, **I**mplementing strategies that fit the need of the community and addresses the issues and **E**valuating the trends, feedback and data to continue assessing, collaborating, planning implementing and evaluation.

**Prevention Champion** – Over eight years of community prevention development.

**Project Management** – Ten+ years of marketing communications project management experience assessing client/sales needs, assembling project teams, defining goals/objectives, tracking project progress, developing project schedules, reporting progress, troubleshooting issues, delivering a finished product on time and on budget, and measuring success. I have held marketing communication project manager roles in Prevention coalitions (Makin' It Happen, Epping/Newmarket Coalition, WestRoc Collaborative Partners), higher education (NECC), for a Boston based web/multimedia development firm (Answerthink), for a mid-sized ad agency (MediaPower!), for a large pre-press production firm (Eastern Rainbow), and in a freelance capacity (Mary Forsythe-Taber Consulting).

**Production Management** – Over seven years of marketing communications production management experience identifying project resource needs, defining goals, assigning tasks, supervising staff, building schedules, tracking progress, vendor management, troubleshooting problems, delivering a finished product on time and on budget, and measuring success. I have held production management roles for a Boston-based web/multimedia development firm (Answerthink), for an ad agency (MediaPower!), and for a small graphic design firm (Colburn, Blazok Associates).

**Account Management** – Four+ years of marketing communication account management experience - interacting with clients, assessing client needs, defining goals/objectives, outlining project scope to internal resources, reporting progress, interpreting client feedback, and managing client expectations. Delivering a high level of customer service, along with industry leading marketing solutions. Held marketing communication account management roles for a visual display firm (Image4Concepts), a mid-sized ad agency (MediaPower!), and a small graphic design firm (Colburn and Blazok Associates).

**Organizational Effectiveness** - Over eight years of experience working with internal management teams to evaluate productivity, identify team structure needs, develop workflow procedures and operating guidelines for multi-team organization as well as development of related training. Held process and training management roles at a large web development firm (Answerthink) and for a two-year community college (NECC).

## **SKILLS/EXPERTISE**

- Leadership and accountability
- Strong organizational and time management skills
- Problem solving and solution-focused
- Strong interpersonal communication skills
- Ability to manage multiple projects simultaneously
- Dedicated to meeting tight deadlines and staying on budget
- Experience in managing the development of multi-faceted marketing initiatives
- Working knowledge of Office and design software packages
- Practical working knowledge of PIERS reporting system

## **WORK HISTORY**

### **Substance Misuse Prevention Coordinator – Greater Manchester Public Health Network (July 2013 – present)**

In July of 2013 Makin' It Happen Coalition (MIH) began a partnership with the Manchester Health Department to deliver Substance Misuse Prevention Services and other Health Promotions to the Greater Manchester Public Health Network region (GMPHN). Always evolving our work within the GMPHN has expanded our scope of work leading to new partnerships and fresh approaches to engaging and collaborating with our regional partners, around the issues connected to substance misuse prevention. Currently I am holding the dual role of Substance Misuse Prevention Coordinator and Executive Director of MIH, which gives me a unique view of the need and also what is possible!

### **Makin' It Happen Coalition/Greater Manchester Regional Network (February 2011 – present)**

The Makin' It Happen Coalition is the leading regional prevention coalition for the greater Manchester NH area. Many partners, organizations, businesses and schools come together on a regular basis to address the concerns, needs and opportunities available for our youth, their families and communities with a focus on positive healthy choices. As the Executive Director, my core focus is on identifying and developing opportunities for collaboration around bringing behavioral health, prevention, treatment and recovery information and services to the largest city in the state and the surrounding townships. In addition I have a dedicated focus on understanding and identifying collaboration opportunities with state lead agencies and organizations that have a parallel focus of developing healthy communities. I lead the regional effort to establish committee(s) to help develop a three year sustainability plan for the Greater Manchester region, along with establishing three support workgroups as required for the regional network I lead the effort to conduct Appreciative Inquires throughout the region which assisted us in identifying the well of assets and challenges that helped form our core strategy selection. Beginning in the summer of 2012, work began to set short and long term goals for the region along with developing an operating budget. In 2013 we began the important task of developing our partnership with the Manchester Health Department and moving forward with our Whole Health Model, designed to promote whole health wellness and increase our community capacity.

### **Epping/Newmarket Coalition for Youth and Families (April 2009 – September 2010)**

The focus of my work with the Epping/Newmarket coalition was dedicated to developing start-up steps to build and organize efforts around bringing positive healthy choices to the youth and their families of these two small, unique communities located within the northern-tier of Rockingham County. Although my time working with the coalition was short, we were able to establish a solid membership base, working with the schools we brought in the Olweus Bullying Prevention Program, several youth/family focused events. The coalition, although scaled back in size and effort due to funding cuts, is still active and working with the Greater Rockingham County Regional Network to keep the youth and families informed and engaged in Prevention efforts to encourage positive healthy choices.

### **WestRock Collaborative Partners Coalition (November 2009 – September 2010)**

To fill a need I took on the additional role of coordinator for the WestRock Collaborative Partners Coalition, located in the western-tier of Rockingham county. Throughout by brief time working with this coalition we were able to flush out the framework for this partner-centric coalition. The members continue to work towards having a coalition that is vested in the community in the three core areas of Prevention, Treatment and Recovery.

### **Northern Essex Community College (2007 - 2009)**

NECC is a two-year community college with campuses in Haverhill and Lawrence, MA. Operating as a **consultant**, my focus was working with existing teams within the Enrollment Services Division to assess, evaluate and recommend vision forward changes. I helped to review and reshape the team, along with

internal workflow procedures, to fall in line with the institutional goal of providing superior customer service to students and prospects.

#### **Mary Forsythe-Taber Consulting and Freelance Services (2001 – present)**

During the past several years I have provided **consulting and freelance services** on a limited basis with a process and protocol development focus. My work has included staff evaluation and recommendations along with process and procedure review/development work for various small companies and non-profit agencies. I started this venture when my son was born in order to have a more flexible, family-friendly schedule during his early years.

#### **AnswerThink (1995 – 2001)**

AnswerThink is a web development firm offering its client's innovative, visually rich technology solutions. During my tenure with the company, I was promoted into several different positions, ranging from project/production management to various Director level roles. Our client list included: Unilever, Fidelity, John Hancock, and Time Warner among others.

As the **Director of Production Services** I was responsible for providing both direction and vision to the 25+ production team of the Boston-based Integrated Marketing Group of Answerthink. I was accountable for the success of the team which included front-end programmers, developers, and creative producers. In addition, I was responsible for the development and execution of all departmental goals, set in coordination with global corporate-wide initiatives. Though originally hired as a production manager for the presentation group, I was successfully promoted three times, first to production manager of all media services and then to Director, which ultimately led to my promotion as Director of Production Services.

As a **Director** I was a member of the **Organizational Effectiveness Team**. We led the firm's directive of developing more efficient cross-departmental process and protocol for all production teams, along with the development of training presentations.

As the acting **Director of Operations** I was responsible for managing the daily operations of the Boston office. I was responsible for the management of all IT/communication systems, staffing and overseeing the office management team and developing office protocol.

#### **Image 4 Concepts (1994 - 1995)**

Image 4 Concepts designed, developed, and installed a wide range of visual display media for clients throughout central New England. As an **Account/Project Manager** I was able to provide both client service and production management expertise. One of my key accounts/projects was the first advertising visual initiative for the newly expanded Manchester Airport. Working with both ad agencies and clients directly, I managed all project details (concept to completion), including serving as the liaison between the client and the internal production team.

#### **MediaPower! (1990 – 1993)**

MediaPower! provided presentation graphics and special event support services for high profile clients such as Digital, IBM and various state agencies. As **Production Manager** of a small group of computer graphic designers, I was responsible for reviewing, staffing, scheduling, and monitoring all project requests. I was also responsible for securing and communicating with all external support resources.

#### **Eastern Rainbow (1989 – 1990)**

Eastern Rainbow was a premier pre-press production house located in southern NH; Eastern Rainbow expanded their offerings by adding (through the acquisition of Colburn and Blazok) design and layout services. I was fortunate enough to be included as part of this merger. In my position as **Project Manager** I worked as part of a team to manage the design and layout elements of large publication projects.

**Colburn Blazok Design** (1984 – 1989) A small design firm in southern New Hampshire

**Sir Speedy Printing** (1982 – 1984) A quick print shop, located in Nashua NH

**Sconodoa Press** (1980 – 1982) A full service commercial print shop, I worked in pre-press

## **EDUCATION**

**Bryant and Stratton Business and Art Institute (Buffalo, N.Y.)** – Graduated with Honors in 1977. Commercial Art major, business minor

**Olweus Bullying Prevention Program** – Trainer (T3) I am currently a conditional OBPP trainer. Working with another local trainer I have co-trained the Raymond School District, Newmarket School District, Epping School District and the Hampton School District.

**CONNECT Prevention and PostVention trainer** – active and current

**Learning Experience/Trainings:** HIV Trends and Treatment 2010, 2013, Frameworks/Connect – Training Program (T3), KIT Training, NE School of Addiction Studies – Sustaining Your Coalition’s Prevention Efforts, Fostering Population Level Prevention in Communities, Sustainability: From Philosophy to Practice, Prevention Ethics 101, Social Media Tools, Evidence Based Prevention Series, Project Success (T3), Communities Mobilizing for Change on Alcohol – Moving Social Host at the Local Level, Medication Abuse Prevention, Inhalant Abuse Prevention, Poison 101 – Community Partner Training, Understanding Bullying – M Smith program (T3), Making Change (Facilitator’s Training), Guiding Good Choices Leader Training, Prevention Ethics 2011, New Futures – Leadership Initiative, (T3), WAIT Training(T3), CONNECT PostVention (T3) 2013, Core Public Health Concepts 2012, Principles of Epidemiology 2014, Leadership Greater Manchester 2014

## **PROFESSIONAL ENGAGEMENT**

**NH State Suicide Prevention Council** – Council member representing Regional Public Health Network Coordinators

**NH State Suicide Prevention Council/POLICY** - subcommittee member

**NH State Suicide Prevention Conference Co-Chair** – 2014 and 2015

**Life of an Athletic Advisory Council** – member

**NH Prevention Certification Board** – interim Vice President (through June 2015)

**Behavioral Health Equity Work Group** – member

**HOPE for Recovery – 2015 Rally event** – committee member

## **COMMUNITY ENGAGEMENT**

**Raymond Coalition For Youth** – I am a member of the local prevention coalition for the town which I reside

**Raymond Youth Athletic Association** – Active parent in the local athletic association, Board member for the 2013, 2014 and 2015 seasons.

## **REFERENCE**

Furnished upon request

# Elena M. S. VanZandt, MEd, MLADC, CPS

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## PROFILE & QUALIFICATIONS

Trained as an International Subject Matter Expert in Alcohol, Other Drugs, and Co-occurring Disorders, with a vast background in trauma work and a balanced side of Mindfulness Training. Practicing from the realm of (NLP) Neuro-Linguistic Programming and Motivational Enhancement extending principles of the Korem Profile system into clinical work with adolescents and families. Administration and interpreter of personality assessments.

1991	Bachelor:	Health Education	Plymouth State College
	Minor:	Psychology	
	Specialty:	Substance Abuse Counseling	
2003	Masters	Education / Counseling	Plymouth State College
		Certification School Counseling K -12	
2006	LADC	IC-RC License Alcohol Drug Abuse Counselor	NH State ATOD
2007	MLADC	IC-RC Advance License Alcohol Other Drug	International Certification & Reciprocity Consortium
2008	CPS	IC-RC Certified Prevention Specialist	International Certification & Reciprocity Consortium NH Prevention Board

## PROFESSIONAL PREPARATION

- DRE- Drug Recognition Expert Trained
- Neurofeedback, Treating the Unstable Brain
- MBTI- Myers Briggs Type Indicator
- Institute of Brain Potential- Memory, Developing Positive Emotional Habits
- ABA Applied Behavioral Analysis
- MET/CBT Motivational Enhancement & Cognitive Behavioral Facilitator Trained
- Seeking Safety Curriculum Facilitator Trained– Trauma & Addiction
- American Red Cross AED, CPR Adult, Child Infant, First Aid, Babysitting, Life Guard, 1<sup>st</sup> responder- Instructor
- CPI- Crisis Prevention Intervention Response Trained
- DSM 5: Common Mental Health Disorders, Co-Occurring Diagnosis
- Team Harmony- Humility, Empathy, Persistence, Diligence, Integrity, Citizenship
- Scared Straight- Violence Prevention, Adult Facilitator
- Prime For Life- Substance Abuse Instructor Facilitator
- Guiding Good Choices Instructor Facilitator-Family
- F.A.S.T.E.R Instructor Facilitator - Family
- CYT- Cannabis Youth Treatment
- Comprehensive Program of Dealing With Change- Who Moved My Cheese- Trainer
- ADA-American Disability Act & 504 Special Education & Learning Disabilities Trained

## PROFESSIONAL EXPERIENCE

- Managing Director, (HALO) Helping All Learn Options- Canaan, NH 2009-Current
  - National Association of Government Contractors
  - NH State Board Prevention Specialists
- Director, (CCGS) *Catelena Consulting & Grant Services,- Canaan, NH* 2007-2009
  - Interim Executive Director, (NHTWR) NH Taskforce Women and Recovery- Manchester, NH
- Out Reach Director Headrest- *Lebanon, NH* 2005- May, 2009
  - (OP) *Out Patient & (IOP) Intensive Out Patient Counselor VT/NH*
- Counselor,/ Youth & Family Advocacy , *Second Growth-Lebanon, Hanover, NH* 2003- 2006

## TEACHING/ CONSULTING

- (NSWDG) Naval Special Warfare Development Group (2010-2012) 4 Courses- uniquely designed; Communications, Geospacial Technology, Negotiations, Leadership. These course opportunities extended for the SOF community are college credit approved by Norwich University (NU). They are transferable into the Strategic Studies and Defense Analysis (SSDA) program. We also offer professional development courses sponsored by NU and receive CEU's. Norwich University is accredited by the New England Association of Schools and Colleges, Inc.
- Veterans Hospital, Friends of Veterans Organization (FOV) WRJ, VT (2008-2009) Agency & Technology Development, Board creation, Personnel & Program Policy Manual & Fundraising events
- Town of Dorchester, NH; (2009) Historic Military Cemetery Reconnaissance Identification
- Town of Canaan, NH (2009) Emergency Management System (EMS)

### **Indicated Population Trainings:**

- (DHMC) Dartmouth Hitchcock Hospital, Lebanon, NH. *Momentum*, Weekly Working to Build Resiliency with High Risk Adolescent Girls
- First Baptist Church, Lebanon, NH. *Keeping It Simple*, Weekly Children of Alcoholic or Addictions Support
- South Western Community Services, Claremont, NH; Men's, Transitional, Women's and Family Homeless Shelter. *Co-Occurring Systems of Care*
- Turning Point, WRJ, VT. *Making Change*, Weekly Co-facilitator Youth committed or interested in recovery
- (SKY) Support *Children of Incarcerated Family Members*, Sullivan County Department of Corrections, Unity, NH
- Goffstown Women's Prison, NH
- Grafton County Court Probation & Parole, NH (IOP) Intensive Outpatient Treatment Program

**Facilitating Selected Population Trainings:**

- Building Community, Low-Income Housing Communities: Romano Circle Association, Pine Tree, Beechwood, West Lebanon, NH
- Grief Support Groups, EMS Northfield, VT
- Crisis Response Team Support, Claremont, NH
- Teen Pregnant and Parenting Teens, Hannah House, Lebanon, NH
- Operation Impact, Grafton County Corrections, Haverhill, NH

**Teaching Universal Student/Staff Trainings:**

- Bristol Elementary School, K-6 Bristol, VT
- Crossroads Academy, K-8, Lyme, NH
- Indian River Middle School, 5-8, Canaan, NH
- NH SAU # 23
- NH SAU #88
- NH SAU # 6

**PRESENTING**

- New Hampshire School Nurses Association (NHSNA) Spring Conference Bedford, NH
- (ReXark Inspirational Talks) [Original recording] [Audio CD] Available thru Amazon.com)  
17<sup>th</sup> Annual Bridging the Gap, AA and The Professional Community (AA Vermont BTG Workshop Weekend)
- Mapping The Addiction Maze, Panel Guest, DHMC Community Health Improvement and Benefit Department (CHIB)
- Anne's Place Domestic Violence Shelter, WRJ, VT
- Family Place, Norwich, VT
- Upper Valley Business and Education Partnership, Hanover, NH
- Bradford Health Services- Bradford, VT
- Alice Peck Day Hospital, Parenting Lecture Series, Lebanon, NH

**CLINICAL PRACTICE**

- Dartmouth Hitchcock Hospital, Lebanon, NH
- Headrest Lebanon, NH
- Lakes Region General Hospital, Laconia, NH

**AFFILIATIONS**

- NH Prevention Certification Board Member
- Institute of Brain Potential Volunteer Planner
- NH Providers Association
- Substance Misuse Regional Network
- Mascoma Valley Prevention Network (MVPN)
- Bridges To Prevention Network (B2P)
- New Futures & Access To Recovery (ATR)
- NH Alcohol & Drug abuse counselors association NHADACA
- National Association for Professional Women

- 2004 – 2009 Admissions Intake Coordinator, Hillcrest Educational Centers
- Processing new referrals for 4 residential and one day program for psychiatrically-involved students ages 6-18
  - Coordinating prospective student interviews with admissions colleagues, state agencies (DSS, DMH, etc.), school districts, other treatment providers, and families
  - Making travel arrangements for admissions and program staff
  - Fielding initial treatment and programmatic inquiries from parents, social workers, special education coordinators, attorneys, and juvenile justice staff
  - Educating new Hillcrest staff on the admissions process during biweekly orientations
  - Coordinating annual student calendar art contest with 150 students, and overseeing layout, publication, and distribution of the 2500 resulting calendars

2003 - 2004 Substitute Counselor/Clinic Coordinator, Tapestry Health Systems

2002 – 2003 Office Manager, Tapestry Health Systems

- Coordinating the daily operations of their 3 Berkshire County medical clinics
- Counseling clients seeking emergency contraception or medical assistance
- Overseeing files and required paperwork for the offices' participation in the "Keeping Teens Healthy" program of the Mass. Dept. of Public Health
- Managing staff members in the absence of the Health Services Manager
- Ordering and maintaining supplies for both medical and clerical use

2001 -2003 Assistant Director of Programming, Exploration School, Inc.

The Exploration Intermediate Program is an academic enrichment summer program for 8<sup>th</sup>- and 9<sup>th</sup>-graders, with 650 students in each of two 3-week sessions. As a member of the 8-person administrative team, I worked to coordinate the program and its 100 staff members. Individually, I was also responsible for:

- Coordinating 2-4 evening activities (performances, trips, sports events, etc.) for the students
- Overseeing the A/V needs for classes, activities, and events, and supervising the two A/V coordinators
- Coordinating the arrivals and departures of students at Logan Airport
- Working on a team of three Programming administrators to plan three days of trips a week and 25 different daily activities
- Co-managing other staff in the Programming Office

#### ORGANIZATIONS

2013 - NH Prevention Certification Board - Secretary

2004 - Mill City Productions – Associate Artistic Director (2013- )  
Founding company member & Artistic Director (2004-2010).

1997-2002 Young Americans - Company member  
National & international 2½-month tours in Fall 1999 and Fall 2001.

## TIMOTHY G. LENA, MSW, CPS

**Objective:** An Appointment to a Prevention Seat of the Governor's Commission on Alcohol And Drug Abuse Prevention, Treatment and Recovery

**Education:** MSW 1988 Boston College School of Social Work (advanced standing)

BA 1983 Liberal Arts College, University of New Hampshire (Cum Laude)  
Dual Major- Psychology/Social Work  
Minor- Religious Studies

### Experience:

- 10/97- Present: **Student Assistance Program Coordinator-** Timberlane Regional School District, Plaistow NH, responsibilities include violence and substance abuse Prevention and Intervention and Referral. Conduct psycho-educational support groups for students, past chair of the Southern Rockingham Coalition for Healthy Youth, Grant Writing to improve student access to prevention and treatment, Advisor to Peer Outreach and other Peer Prevention Programs. Supervision of MSW Interns
- 7/88-10-97 **School Social Work-**Salem School District, Salem, NH. Coordinating the Student Assistance Program and Enticing Bridges (drop out prevention) program. Responsible for developing Adventure Based Education curriculum for Prevention at the Middle school and wrote grants to build Ropes Course facility. Supervision of MSW interns
- 2/92- **Consultant/Trainer,** National Volunteer Training Council (NVTC), Training of Trainers For agencies who work with parent volunteers who work with youth.
- 8/91 **Consultant/Trainer,** Northeast Regional Center for Drug Free Schools and Communities. School/community team building training week long and weekend experiences for substance abuse prevention, and technical assistance.
- 9/87-5/88 **MSW Intern-**Southeastern NH Services, outpatient drug and alcohol abuse counseling, and some in-patient group work at Frisbie Memorial Hospital Chemical Dependency Unit.
- 6/85-7/87 **Social Worker-** NH Catholic Charities, Salem, NH. Outpatient counseling services; individual, family, and group. Some community organizing and program development experience

### Awards/Achievements:

- 9/2005 **Tom Fox Scholarship for Prevention**  
6/2004 **4<sup>th</sup> degree member Knight of Columbus Council 140**  
7/85-present **Folk Group Director , Immaculate Conception Church, Portsmouth, NH**  
1978 **Eagle Scout and Vigil Member of the Order of the Arrow**

## The Prevention Certification Board of New Hampshire

### Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Donna Arias	Board President	\$0	0%	\$0
Mary Forsythe-Taber	Board Vice President	\$0	0%	\$0
Marissa Carlson	Board Secretary	\$0	0%	\$0
Elena Van Zandt	Board Treasurer	\$0	0%	\$0
Timothy Lena	Board Member	\$0	0%	\$0

The Prevention Certification Board of New Hampshire is a volunteer board. Much of the activity of the board is performed through volunteer committees. Project management and administrative functions are provided through a sub-contract with the Community Health Institute/JSI Research and Training Institute, Inc.



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF BUSINESS OPERATIONS

BUREAU OF CONTRACTS & PROCUREMENT

Nicholas A. Toumpas  
Commissioner

Eric D. Borrin  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9558 1-800-852-3345 Ext. 9558  
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 31, 2015

Megan Yaple  
NH Department of Justice  
Office of the Attorney General  
33 Capitol Street  
Concord, NH 03301

Good Morning Attorney Yaple,

Please review the attached agreement between the Department of Health and Human Services, Division of Community Based Care, Bureau of Drug and Alcohol Services and the Prevention Certification Board of New Hampshire (Vendor # 168487-B001), 501 South Street 2<sup>nd</sup> Floor, Bow NH 03304. The Contractor is administers an internationally recognized certification procedure for alcohol, tobacco and other drug prevention practitioners in New Hampshire. Funding is in an amount not to exceed \$20,000, effective July 1, 2015 through June 30, 2017, upon the approval of the Office of the Attorney General. The source of funding is 100% Federal Funds.

Funds to support this project are anticipated to be available in State Fiscal Years 2016 and 2017 in the following account.

**05-095 049 491510 2988 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: DIVISION OF COMMUNITY BASED CARE SERVICES, BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES**

State Fiscal Year	Class/Object	Class Title	Job Number	Amount
2016	102-500731	Contracts for Program Services	49156502	\$10,000
2017	102-500731	Contracts for Program Services	49156502	\$10,000

The funding for this contract is less than \$25,000. Therefore, I am asking that you review and sign off on this contract as it does not need further action by the Governor and Executive Council in accordance with the Department of Administrative Services (DAS) Manual of Procedures (MOP), Section IV, Paragraph A. (4).

The remainder of this letter is presented in the format typical of most Governor and Executive Council letters, so that you might have some context for your review.

**EXPLANATION**

The purpose of this agreement is for the coordination and administration of an internationally recognized certification procedure for alcohol, tobacco and other drug prevention specialist, statewide.

The Contractor will continue certifying prevention specialists in accordance with the competency standards established by the International Certification Reciprocity Consortium.

The purpose of prevention certification is to recognize and ensure that substance abuse prevention practitioners meet competency standards established by the International Certification Reciprocity Consortium. This contract supports a public/private partnership to assure consumer protection, promote public confidence and support professional growth and development. The affiliation with the International Certification Reciprocity Consortium ensures New Hampshire's professional prevention workforce is properly trained and aligned with national standards.

The International Certification & Reciprocity Consortium protects the public by establishing standards and facilitating reciprocity for the credentialing of addiction-related professionals. The Contractor is certified and authorized through the International Certification & Reciprocity Consortium to review and approve applications for prevention certification. Additionally, the Contractor has authority to approve trainings for continued education credit for prevention practitioners seeking recertification.

The Contractor administers a written examination for all prevention specialists requesting initial certification and confirms all prevention specialists seeking recertification have completed a minimum of forty (40) hours of continuing education in the area of alcohol, tobacco and other drug preventions. Additionally, the Contractor is a repository of educational opportunities available to prevention specialists.

The Contractor must maintain affiliation/membership with the International Certification & Reciprocity Consortium as well as maintain a Board of Directors, Certification Board and an Education Committee and keep the Department apprised of any new developments in the field of prevention certification.

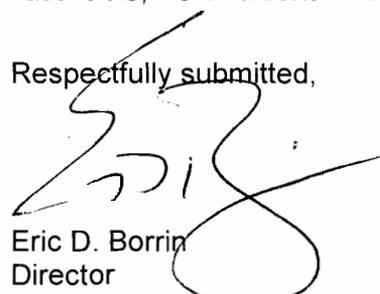
Should the Office of the Attorney General not approve this request, the quality assurance and integrity of prevention practitioners providing services, statewide, would be compromised as there would be no oversight of the New Hampshire certification process to ensure compliance with national standards.

Area served: Statewide

Source of funds: 100% Federal funds from the Substance Abuse Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant.

In the event that Federal Funds become no longer available, no additional General Funds will be requested to support this contract.

Respectfully submitted,



Eric D. Borrin  
Director

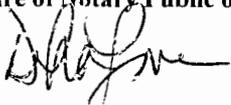
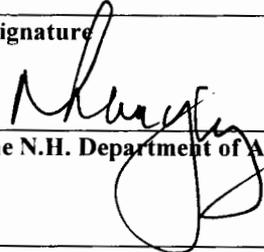
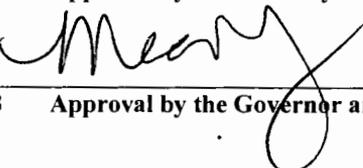
Subject: Prevention Certification Board Services

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health & Human Services Bureau of Drugs & Alcohol Services		<b>1.2 State Agency Address</b> 129 Pleasant St. Concord, NH 03301	
<b>1.3 Contractor Name</b> The Prevention Certification Board of New Hampshire		<b>1.4 Contractor Address</b> 501 South Street 2 <sup>nd</sup> Fl Bow, NH 03304	
<b>1.5 Contractor Phone Number</b> (603) 573-3371	<b>1.6 Account Number</b> 05-95-49-491510-2988-102-500731	<b>1.7 Completion Date</b> June 30, 2017	<b>1.8 Price Limitation</b> \$20,000
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> (603) 271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Donna Arias, President	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Merrimack</u> On <u>3/23</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> DEBRA L. LOVE, Notary Public My Commission Expires October 16, 2018			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Director	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Megan A. York, Attorney On: 4/8/15			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: DA  
Date: 5.23

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials:   
Date: 3-23-15

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. All services in this contract are to be conducted with a focus on developing, coordinating and administering an internationally recognized certification procedure for alcohol, tobacco and other drug prevention practitioners.
- 1.2. Funding for this contract is dependent upon meeting the requirements of Synar compliance for the Substance Abuse Mental Health Services Administration (SAMHSA) block grant.
- 1.3. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services with ten (10) business days of the contract effective date.
- 1.4. All services provided by the Contractor shall be subject to the most current proposed or formalized rules and regulations promulgated by the Bureau of Drug and Alcohol services (BDAS) pursuant to RSA 541-A.

**2. Scope of Work**

- 2.1. The Contractor shall maintain an affiliation/membership with the International Certification & Reciprocity Consortium and provide a current Prevention Board organizational chart and members list to the Department , which shall include, but not be limited to:
  - 2.1.1. Board of Directors.
  - 2.1.2. Certification Board.
  - 2.1.3. Education Committee.
- 2.2. The Contractor shall review and approve or reject Prevention Practitioner Certification applications The Contractor shall:
  - 2.2.1. Maintain applicant records and continuing education credentials/credits.
  - 2.2.2. Ensure oversight of the prevention certification process in affiliation with the International Certification & Reciprocity Consortium (IC &RC).
  - 2.2.3. Ensure the applicant's knowledge, skills and abilities conform to IC&RC standards set in Prevention Performance Domains and educational disciplines. The Contractor shall:
    - 2.2.3.1. Determine prevention certification application fees.

A handwritten signature in black ink, appearing to be 'B-23-15' with a stylized flourish below it.



Exhibit A

- 2.2.3.2. Collect initial and renewal application fees.
  - 2.2.3.3. Administer the appropriate written examination to initial applicants, as approved by the IC & RC.
  - 2.2.3.4. Ensure applicants seeking recertification every two (2) years have completed a minimum of forty (40) hours of continuing education in prevention services.
- 2.3. The Contractor shall conduct activities to expand the number of certified prevention professionals in New Hampshire, which include but are not limited to:
- 2.3.1. Communicating the benefits of the designation, Certified Prevention Specialist, by increasing marketing efforts to reach a broad base of professionals.
  - 2.3.2. Ensuring all written and electronic materials distributed to the broad base of professionals in Section 2.3.1 include the Bureau of Drug and Alcohol services logo and link to Bureau's website <http://www.dhhs.nh.gov/dcbcs/bdas/index.htm> and the URL for [drugfreenh.org](http://drugfreenh.org).
- 2.4. The Contractor shall provide information regarding approved trainings that meet specific certification competencies to prevention specialists seeking additional, as appropriate. The Contractor shall:
- 2.4.1. Maintain current documents related to certification processes on the NH Prevention Certification website and through regular communications via email listserv.
  - 2.4.2. Develop and post a webinar on standards and processes to obtain credentials in order to attain certification as a prevention specialist in NH.
  - 2.4.3. Maintain an affiliation with the IC&RC by ensuring a NH Prevention Certification Board member and/or administrator attends a minimum of one (1) IC&RC semiannual meeting per year in order to update the Department and the prevention workforce of any changes in the prevention field and to ensure NH certification standards and processes align with the IC&RC.
  - 2.4.4. Work with the NH Prevention Workforce Development Contractor, Training and Technical Assistance vendors to determine acceptable credentialing trainings/credits.
- 2.5. The Contractor shall facilitate quarterly meetings and maintain correspondence with stakeholders, which include, but are not limited to:

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Exhibit A

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- 2.5.1. The Department.
- 2.5.2. The Certification Board.
- 2.5.3. The Education Committee.
- 2.5.4. Training Technical Assistance providers.
- 2.5.5. NH based substance abuse prevention practitioners.

**3. Reporting Requirements**

- 3.1. The Contractor shall provide monthly narrative reports to the Department indicating:
  - 3.1.1. The number of applications for certification received for prevention certification and further credentialing and actions taken on each type of application.
  - 3.1.2. A list of current training activities approved for credentialing.
  - 3.1.3. The number of meetings described in Section
  - 3.1.4. The number and type of marketing venues used to increase number of certified prevention professionals in NH.
- 3.2. The Contractor shall provide a semi-annual fiscal report to the Department that details expenses and income collected through applicant fees. The Contractor shall provide a yearly report summarizing contract activities.

**4. Deliverables**

- 4.1. The Contractor shall provide proof of IC&RC membership to the Department no later than thirty (30) days from the contract effective date and yearly thereafter.
- 4.2. The Contractor shall provide an updated communications plan to provide the Services in Section 2.3 no later than sixty (60) days from the contract effective date.
- 4.3. The Contractor shall coordinate and facilitate a minimum of six (6) meetings described in Section 2.4.

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3-23-15



## Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, in accordance with the budget in Exhibit B-1, Budgets for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.959, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant.
3. Payment for said services shall be made as follows:
  - 3.1. The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 3.2. The invoice must be submitted by mail or e-mail to:  
Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
4. A final payment request shall be submitted no later than sixty (60) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
6. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget in Exhibit B-1 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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3-23-15

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

Bidder/Program Name: Prevention Certification Board of New Hampshire

Budget Request for: Prevention Certification Services

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1 Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2 Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3 Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4 Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5 Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6 Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7 Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8 Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9 Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10 Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11 Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12 Subcontractor/Agreements	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13 Other: Costs associated with attendance at at least one IC&HC meeting on an annual basis for one Board member	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 10,000.00</b>	<b>\$ -</b>	<b>\$ 10,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Indirect As A Percent of Direct		0.0%							

Contractor Initials:   
 Date: 3-23-15

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

Bidder/Program Name: Prevention Certification Board of New Hampshire  
Budget Request for: Prevention Certification Services

Budget Period: July 1, 2016 through June 30, 2017

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share	
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Purchases/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other Cost associated with attendance at least one I&RRC meeting on an annual basis for one Board member	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -
<b>TOTAL</b>	<b>\$ 10,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,000.00</b>	<b>\$ -</b>
Indirect As A Percent of Direct 0.0%						

Contractor Initials: *DA*  
Date: *3/23/15*



**SPECIAL PROVISIONS**

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

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

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New Hampshire Department of Health and Human Services  
Exhibit C



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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

**DEFINITIONS**

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

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

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

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

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



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name: The Prevention Certification Board of NH

3.23.15  
Date

  
Name: Donna Agius  
Title: President



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

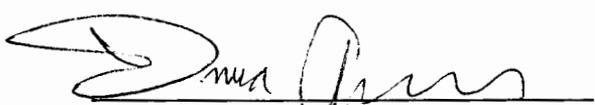
- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under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

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

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

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

Contractor Name: *The Prevention Certification Board of NH*

  
Name: *Donna Arias*  
Title: *2-23-15*

3-23-15  
Date



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: *The Prevention Certification Board of NH*

3/23/15  
Date

Name: *Dana Arias*  
Title: *President*

Contractor Initials   
Date 3/23/15



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

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

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

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

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

Exhibit G

Contractor Initials DA

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: The Prevention Certification Board of NH

3-23-15

Date

Name: Donna Arias

Title: President

Exhibit G

Contractor Initials DA

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: The Prevention Certification Board of NH



Name: Donna Arias  
Title: President

3-23-15  
Date



Exhibit I

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

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

**(1) Definitions.**

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

*DA*



Exhibit I

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

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

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

*[Handwritten Signature]*



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

\_\_\_\_\_  
The State

*[Signature]*  
\_\_\_\_\_  
Signature of Authorized Representative

*D Langle*  
\_\_\_\_\_  
Name of Authorized Representative

*Director*  
\_\_\_\_\_  
Title of Authorized Representative

*3-31-15*  
\_\_\_\_\_  
Date

*The Prevention Certification Board of N.H.*  
\_\_\_\_\_  
Name of the Contractor

*[Signature]*  
\_\_\_\_\_  
Signature of Authorized Representative

*Dona Arias*  
\_\_\_\_\_  
Name of Authorized Representative

*President*  
\_\_\_\_\_  
Title of Authorized Representative

*3.23.15*  
\_\_\_\_\_  
Date



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

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

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

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

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

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

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

Contractor Name:

~~The President Certification~~  
The Prevention Certification  
Board of NH

3-23 15

Date

Name: Donna Arias

Title: President

Contractor Initials

Date 3-23 15



**FORM A**

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

1. The DUNS number for your entity is: NA

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

NO  YES

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

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

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

NO  YES

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

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

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

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