



Lori A. Shibinette
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
GOVERNOR'S COMMISSION ON ALCOHOL & OTHER DRUGS

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9564 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov/debcs/bdas

August 11, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into a **Retroactive, Sole Source** amendment to an existing contract with the Contractor listed below in **bold** for the provision of evidence-informed substance misuse prevention direct services to youth and their parents and caregivers, by increasing the total price limitation by \$128,010 from \$4,180,896 to \$4,308,906 and by extending the completion date from June 30, 2021 to June 30, 2022, effective retroactive to June 30, 2021, upon Governor and Council approval. 100% Other Funds (Governor's Commission on Alcohol and Other Drugs).

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Number	Location	Contract Amount	Increase/ (Decrease)	Modified Contract Amount	G&C Approval
Boys and Girls Club of Greater Salem	160066	Salem, Nashua & Souhegan Valley	\$1,086,844	\$0	\$1,086,844	O: 08/23/17, Item #20 A1: 06/20/18, Item #37 A2: 06/24/20, Item #35 A3: 6/30/21, Item #25
North Country Education Services	154707	Northern Grafton & Coos County	\$863,260	\$0	\$863,260	O: 08/23/17, Item #20 A1: 06/20/18, Item #37 A2: 06/24/20, Item #35 A3: 6/30/21, Item #25
New Hampshire Teen Institute	166624	Statewide	\$1,190,422	\$0	\$1,190,422	O: 06/21/17, Late Item B A1: 06/20/18, Item #37 A2: 06/24/20, Item #35 A3: 6/30/20,

						Item #25
The Upper Room	246053	Rockingham County & Surrounding Communities	\$475,291	\$0	\$475,291	O: 06/21/17, Late Item B A1: 06/20/18, Item #37 A2: 06/24/20, Item #35 A3: 6/30/21, Item #25
The Youth Council	154886	Nashua North & Nashua South High Schools	\$565,079	\$128,010	\$693,089	O: 06/21/17, Late Item B A1: 06/20/18, Item #37 A2: 06/24/20, Item #35
Total:			\$4,180,896	\$128,010	\$4,308,906	

Funds are available in the following accounts for State Fiscal Year 2022, with the authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

See attached Fiscal Details

EXPLANATION

This request is **Retroactive** because the fully executed contract documents were not received in time for Governor and Executive Council approval to prevent the current contract from expiring. The Contractor was unable to obtain signatures on time for the contract documents due to changes in key personnel including the Executive Director. This request is **Sole Source** because the Department is seeking to extend the contract beyond the completion date and there is no renewal option available. The Department is seeking to amend the existing contract on behalf of the Governor's Commission on Alcohol and Other Drugs to continue supporting services provided through this contract, which was originally funded by Senate Bill 533 of the 2016 Regular Legislative Session. Further funding for these programs was approved by the Governor's Commission on February 19, 2021, which did not leave sufficient time to procure for these services before the existing contract expired.

The purpose of this request is to continue providing substance misuse prevention direct services to youth and related programming for their parents and caregivers. The services provided through these contracts target youth between 10 and 20 years of age who are at risk of engaging in the misuse of alcohol and the illicit use of drugs. Risk factors include youth experiencing poor academic performance; behavioral problems at school or have dropped out of school; involvement with the juvenile justice system; and children whose parents or caregivers are engaged in the active misuse of alcohol and or illicit drugs.

Approximately 4,000 individuals will be served by all contracts from June 30, 2021 through June 30, 2022.

The goal of these contracted prevention programs is to prevent the onset and use of alcohol and drugs and to increase parental and caregiver knowledge regarding the negative effects that substance misuse has on their child(ren), improve parental and caregiver communication skills, and increase parental and caregiver monitoring of their child(ren)'s behavior

and activities. These programs promote positive youth development with the goal of preventing and reducing the misuse of alcohol, marijuana, prescription drugs, opioids, stimulants and other drugs.

Each Contractor has chosen approved evidence-informed programs that include education and counseling, and healthy activities that can be developed as alternatives to engaging in the misuse of alcohol and drugs and other risky behaviors. Programs include individual or group education and awareness about the risks and consequences of substance misuse, assistance in helping youth acquire the skills necessary to resist negative peer pressure for using alcohol or other drugs, engagement in the development and promotion of alternative social activities, and developing healthy coping skills to deal with stressful circumstances in their life at home or school. These programs also engage parents and caregivers to assist with the skills to promote improved communication within the family about substance misuse.

All Contractors providing direct prevention services through these contracts are required to establish ongoing working collaborative relationships with community-based organizations including, health and social service agencies and schools, and the Regional Public Health Network in their area. The Contractors are also required to conduct outreach to youth and their parents and caregivers to make them aware of these services and how to access them.

The intended outcomes for participants include;

- Increase in the perception of risk of substance use.
- Increase in the use of at least two (2) new coping skills to manage stress.
- Increase in parental communication regarding the risk and consequences of adolescent substance use.

Should the Governor and Council not authorize this request, approximately 4,000 youth who are at high risk for developing a substance misuse disorder may not have access to comprehensive substance misuse prevention services.

Area served: Statewide.

Source of Funds: 100% Other Funds.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

Attachment A
Financial Details

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

New Hampshire Teen Institute V#166624

PO #1056422

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2017	102-500734	Contracts for Prog Svc	\$107,744	\$0	\$107,744
Sub-total			\$107,744	\$0	\$107,744

The Upper Room V#174210

PO #1057461

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2017	102-500734	Contracts for Prog Svc	\$36,811	\$0	\$36,811
Sub-total			\$36,811	\$0	\$36,811

The Youth Council V#154886

PO #1056421

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2017	102-500734	Contracts for Prog Svc	\$50,103	\$0	\$50,103
Sub-total			\$50,103	\$0	\$50,103
Total SFY17			\$194,658	\$0	\$194,658

05-95-92-920510-33620000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Boys & Girls Club of Greater Salem V#160066

PO #1058002

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$220,892	\$0	\$220,892
2019	102-500734	Contracts for Prog Svc	\$216,488	\$0	\$216,488
2020	102-500734	Contracts for Prog Svc	\$216,488	\$0	\$216,488
2021	102-500734	Contracts for Prog Svc	\$216,488	\$0	\$216,488
2022	102-500734	Contracts for Prog Svc	\$216,488	\$0	\$216,488
2022	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$1,086,844	\$0	\$1,086,844

New Hampshire Teen Institute V#166624

PO #1056422

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$220,058	\$0	\$220,058
2019	102-500734	Contracts for Prog Svc	\$215,655	\$0	\$215,655
2020	102-500734	Contracts for Prog Svc	\$215,655	\$0	\$215,655
2021	102-500734	Contracts for Prog Svc	\$215,655	\$0	\$215,655
2022	102-500734	Contracts for Prog Svc	\$215,655	\$0	\$215,655
2022	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$1,082,678	\$0	\$1,082,678

Attachment A
Financial Details

North Country Education Services V#154707

PO #1058007

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$175,000	\$0	\$175,000
2019	102-500734	Contracts for Prog Svc	\$172,065	\$0	\$172,065
2020	102-500734	Contracts for Prog Svc	\$172,065	\$0	\$172,065
2021	102-500734	Contracts for Prog Svc	\$172,065	\$0	\$172,065
2022	102-500734	Contracts for Prog Svc	\$172,065	\$0	\$172,065
2022	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$863,260	\$0	\$863,260

The Upper Room V#174210

PO #1057461

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$90,044	\$0	\$90,044
2019	102-500734	Contracts for Prog Svc	\$87,109	\$0	\$87,109
2020	102-500734	Contracts for Prog Svc	\$87,109	\$0	\$87,109
2021	102-500734	Contracts for Prog Svc	\$87,109	\$0	\$87,109
2022	102-500734	Contracts for Prog Svc	\$87,109	\$0	\$87,109
2022	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$438,480	\$0	\$438,480

The Youth Council V#154886

PO #1056421

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$130,946	\$0	\$130,946
2019	102-500734	Contracts for Prog Svc	\$128,010	\$0	\$128,010
2020	102-500734	Contracts for Prog Svc	\$128,010	\$0	\$128,010
2021	102-500734	Contracts for Prog Svc	\$128,010	\$0	\$128,010
2022	102-500734	Contracts for Prog Svc	\$0	\$128,010	\$128,010
2022	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$514,976	\$128,010	\$642,986
Grand Total			\$4,180,896	\$128,010	\$4,308,906

Total by Year

Total SFY17			\$194,658	\$0	\$194,658
Total SFY18			\$836,940	\$0	\$836,940
Total SFY19			\$819,327	\$0	\$819,327
Total SFY20			\$819,327	\$0	\$819,327
Total SFY21			\$819,327	\$0	\$819,327
Total SFY22			\$691,317	\$128,010	\$819,327
Grand Total			\$4,180,896	\$128,010	\$4,308,906

Total by Agency

Boys & Girls Club of Greater Salem V#160066	PO #1058002	\$1,086,844	\$0	\$1,086,844
New Hampshire Teen Institute V#186624	PO #1056422	\$1,190,422	\$0	\$1,190,422
North Country Education Services V#154707	PO #1058007	\$863,260	\$0	\$863,260
The Upper Room V#174210	PO #1057461	\$475,291	\$0	\$475,291
The Youth Council V#154886	PO #1056421	\$565,079	\$128,010	\$693,089

Attachment A
Financial Details

Total by Agency		\$4,180,898	\$128,010	\$4,308,908
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**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #3**

This 3rd Amendment to the Substance Misuse Prevention Direct Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Youth Council ("the Contractor"), a nonprofit with a place of business at 112 W Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Late Item B), as amended on June 20, 2018, (Item #37), as amended June 24, 2020, (Item #35), 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, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$693,089
3. Add Exhibit A, Scope Of Services, Subsection 1.9, to read:
1.9. The Contractor shall participate in monthly compliance meetings with the Department.
4. Add Exhibit A, Scope Of Services, Subsection 1.10, to read:
1.10. The Department shall annually perform file reviews of the Contractor operations to ensure compliance with applicable federal and state laws.
5. Add Exhibit A, Scope Of Services, Subsection 1.11, to read:
1.11. The Department shall provide quarterly training and technical assistance to the Contractor.
6. Modify Exhibit B, Method and Conditions Precedent To Payment, Section 4, Subsection 4.1., to read:
4.1. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
 - 4.1.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 4.1.2. Ensure the invoice identifies and requests reimbursement for authorized expenses incurred in the previous month.
 - 4.1.3. Provide supporting documentation of authorized expenses that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.1.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.

**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services**



7. Add Exhibit B, Method and Conditions Precedent To Payment, Section 9, to read:
 9. For the purposes of this Agreement:
 - 9.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
8. Add Exhibit B-5 Budget– Amendment #3, which is attached hereto and incorporated by reference herein.

(The remainder of page intentionally left blank)



**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services**

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be retroactively effective to July 1, 2021, subject to 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

8/11/2021

Date

DocuSigned by:

Katja Fox

Name: Katja Fox

Title: Director

The Youth Council

DocuSigned by:

Casey Caster

Name: Casey Caster

Title: Executive Director

8/10/2021

Date



**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services**

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

OFFICE OF THE ATTORNEY GENERAL

8/13/2021

Date

DocuSigned by:

A handwritten signature in black ink, appearing to read "Catherine Pinos".

D5CA9202E32C4AE...

Name: Catherine Pinos

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**

Instructions: Fill out the Direct/Indirect columns only for Contractor Share (if applicable) and Funded by DHHS. Everything else will automatically populate.

Contractor Name: The Youth Council

Budget Request for: Substance Misuse Prevention Direct Services

Budget Period: SFY 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 99,080.00	\$ -	\$ 99,080.00	\$ -	\$ -	\$ -	\$ 99,080.00	\$ -	\$ 99,080.00
2. Employee Benefits	\$ 22,380.00	\$ -	\$ 22,380.00	\$ -	\$ -	\$ -	\$ 22,380.00	\$ -	\$ 22,380.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 650.00	\$ -	\$ 650.00	\$ -	\$ -	\$ -	\$ 650.00	\$ -	\$ 650.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect As A Percent of Direct	\$ 3,850.00	\$ -	\$ 3,850.00	\$ -	\$ -	\$ -	\$ 3,850.00	\$ -	\$ 3,850.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 128,010.00	\$ -	\$ 128,010.00	\$ -	\$ -	\$ -	\$ 128,010.00	\$ -	\$ 128,010.00

Indirect As A Percent of Direct

0.0%

Ag. East

State of New Hampshire

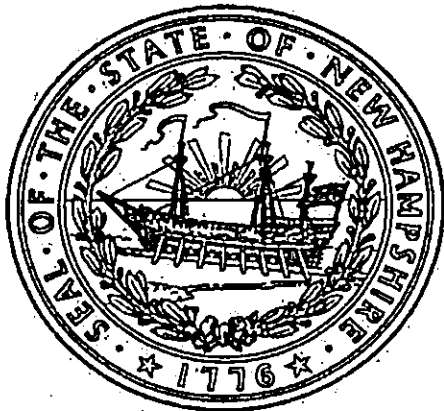
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE YOUTH COUNCIL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 14, 1975. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61917

Certificate Number: 0005380239



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Karrie Benson-Boissonneault, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 17, 20 21, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Casey Caster, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: 7/20/2021



Signature of Elected Officer
Name: Karrie Benson-Boissonneault
Title: Secretary of The Youth Council



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/30/2021

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

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

PRODUCER Eaton & Berube Insurance Agency 11 Concord Street Nashua NH 03061	CONTACT NAME: Debra Amadel PHONE (A/C No. Ext): 603-689-7229 FAX (A/C No.): E-MAIL ADDRESS: damadel@eatonberube.com														
INSURED The Youth Council, Inc 110-115 West Pearl Street Nashua NH 03060	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance Company</td> <td>23850</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: Philadelphia Insurance Company	23850	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Insurance Company	23850														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 1600557987

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PHPK2290478	6/18/2021	6/18/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2290476	6/18/2021	6/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHU8773226	6/18/2021	6/18/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		PHPK2290476	6/18/2021	6/18/2022	Per Claim Aggregate \$1,000,000 \$3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/17/2021

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

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

PRODUCER AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 103 Fairport NY 14450 INSURED The Youth Council Inc 112 West Pearl Street Nashua NH 03060	CONTACT NAME: AP Intego Insurance Group, LLC PHONE (A/C, No, Ext): 888-289-2939 FAX (A/C, No): E-MAIL: certs@apintego.com ADDRESS: <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Twin City Fire Insurance Company</td> <td>29459</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: Twin City Fire Insurance Company	29459	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Twin City Fire Insurance Company	29459														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			76WEGAF9D38	03/23/2021	03/23/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

DATE (MM/DD/YYYY)

06/17/2021

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PRODUCER AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 103 Fairport NY 14450		CONTACT NAME: AP Intego Insurance Group, LLC PHONE (A/C No. Ext): 888-289-2939 FAX (A/C No): E-MAIL ADDRESS: certs@apintego.com	
INSURED The Youth Council Inc 112 West Pearl Street Nashua NH 03060		INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company NAIC # 29459 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY-AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		76WEGAF9D38	03/23/2021	03/23/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

NH Department of Health and Human Services

129 Pleasant Street

Concord

NH 03301

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

AUTHORIZED REPRESENTATIVE

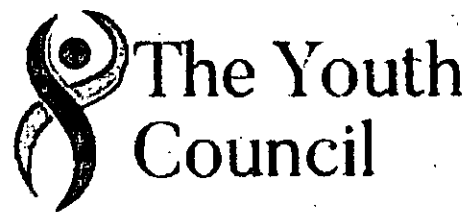
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Mission Statement

Since 1974, The Youth Council has been a nonprofit community resource for Greater Nashua, specializing in programs centered on youth guidance and counseling. We offer counseling, student assistance, accountable suspension, prevention, education and court diversion.

At The Youth Council our mission includes more than our youth, it includes their families as well. The staff tailors programs and services to promote healthy decision making and influence positive behavior. We believe in order to have an emotionally thriving child it takes a collective effort, and we are here to support that.



THE YOUTH COUNCIL, INC.

Financial Statements

For the Year Ended June 30, 2019

(With Independent Auditors' Report Thereon)

CONTENTS

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
The Youth Council, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of The Youth Council, Inc., which comprise the statement of financial position as of June 30, 2019, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

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evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Youth Council, Inc. as of June 30, 2019 and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

The financial statements of The Youth Council, Inc. for the year ended June 30, 2018 were audited by another auditor, whose report dated August 6, 2019 expressed an unmodified audit opinion on those financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018 is consistent, in all material respects, with the audited financial statements from which it has been derived.



Merrimack, New Hampshire
February 9, 2021

THE YOUTH COUNCIL, INC.

Statement of Financial Position
June 30, 2019
(with comparative totals as of June 30, 2018)

	2019			
	Without Donor Restrictions	With Donor Restrictions	2019 Total	2018 Total
ASSETS				
Current Assets:				
Cash and cash equivalents	\$ 48,554	\$ 10,475	\$ 59,029	\$ 53,877
Accounts receivable, net of allowance of \$500	53,472	-	53,472	90,080
Contributions receivable	22,450	-	22,450	11,225
Prepaid expenses	1,576	-	1,576	9,683
Total Current Assets	126,052	10,475	136,527	164,865
Property and Equipment, net	222,328	-	222,328	237,604
TOTAL ASSETS	\$ 348,380	\$ 10,475	\$ 358,855	\$ 402,469
LIABILITIES AND NET ASSETS				
Current Liabilities:				
Accounts payable	\$ 5,775	\$ -	\$ 5,775	\$ 7,795
Accrued payroll and related liabilities	19,574	-	19,574	16,325
Current portion of long-term debt	9,540	-	9,540	9,781
Total Current Liabilities	34,889	-	34,889	33,901
Noncurrent Liabilities:				
Long-term debt, net of current	306,077	-	306,077	314,871
Security deposits	1,932	-	1,932	2,582
Total Noncurrent Liabilities	308,009	-	308,009	317,453
Net Assets:				
Without donor restrictions:				
Undesignated	5,482	-	5,482	39,890
With donor restrictions:				
Purpose restricted	-	10,475	10,475	-
Time restricted	-	-	-	11,225
Total Net Assets	5,482	10,475	15,957	51,115
TOTAL LIABILITIES AND NET ASSETS	\$ 348,380	\$ 10,475	\$ 358,855	\$ 402,469

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

THE YOUTH COUNCIL, INC.

Statement of Activities
For the Year Ended June 30, 2019
(with comparative totals for the year ended June 30, 2018)

	2019		2018
	Without Donor Restrictions	With Donor Restrictions	Total
SUPPORT, REVENUES, AND OTHER			
Support:			
Federal and State grants	\$ 371,519	\$ -	\$ 371,519
Contributions and grants	107,835	10,475	118,310
Special events:			
Gross revenue	10,885	-	10,885
Less direct expenses	(3,306)	-	(3,306)
Net special events revenue	7,579	-	7,579
Revenues:			
Contracted services	189,085	-	189,085
Rental income, net	45,250	-	45,250
Client fees	16,451	-	16,451
Other:			
Interest income	2	-	2
Miscellaneous income	10	-	10
Net Assets Released From Restriction	11,225	(11,225)	-
Total Support, Revenue, and Other	748,956	(750)	748,206
EXPENSES			
Program Services:			
Court Diversion Program	90,131	-	90,131
Suspension Center	68,304	-	68,304
Student Assistance Program	110,971	-	110,971
Other Programs	425,977	-	425,977
Total Program Services	695,383	-	695,383
Supporting Services:			
Management and general	87,729	-	87,729
Fundraising	252	-	252
Total Supporting Services	87,981	-	87,981
Total Expenses	783,364	-	783,364
CHANGE IN NET ASSETS	(34,408)	(750)	(35,158)
NET ASSETS, BEGINNING OF YEAR	39,890	11,225	51,115
NET ASSETS, END OF YEAR	\$ 5,482	\$ 10,475	\$ 15,957

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

THE YOUTH COUNCIL, INC.

Statement of Functional Expenses
For the Year Ended June 30, 2019
(with comparative totals for the year ended June 30, 2018)

	2019									
	Program Services				Supporting Services					
	Court Diversion Program	Suspension Center	Student Assistance Program	Other Programs	Total Program Services	Management and General	Fundraising	Total Supporting Services	2019 Total	2018 Total
Personnel expense:										
Salaries and wages	\$ 68,316	46,356	100,034	234,056	\$ 448,762	\$ 50,470	\$ 3,044	53,514	\$ 502,276	\$ 475,358
Employee benefits	198	-	102	84,875	85,175	25	-	25	85,200	74,581
Payroll taxes	5,139	3,487	7,525	17,606	33,757	3,797	229	4,026	37,783	36,053
Accounting	-	-	-	-	-	5,850	-	5,850	5,850	6,500
Advertising and promotion	-	-	-	-	-	2,303	-	2,303	2,303	910
Conferences, conventions, and meetings	-	-	555	3,603	4,158	-	-	-	4,158	3,187
Depreciation and amortization	2,979	3,389	-	8,013	14,381	4,623	-	4,623	19,004	19,404
Information technology	721	489	1,055	2,468	4,733	532	32	564	5,297	5,095
Insurance	1,787	2,032	-	4,807	8,626	2,773	-	2,773	11,399	13,026
Interest	2,330	2,649	-	6,267	11,246	3,616	-	3,616	14,862	15,167
Legal	-	-	-	-	-	748	-	748	748	-
Miscellaneous	-	-	-	663	663	-	-	-	663	146
Occupancy	6,036	6,861	-	16,235	29,132	9,215	150	9,365	38,497	31,899
Office expenses	2,625	3,030	310	5,785	11,750	3,777	-	3,777	15,527	25,550
Supplies	-	11	1,098	15,888	16,997	-	103	103	17,100	10,670
Professional services	-	-	-	24,957	24,957	-	-	-	24,957	15,437
Travel	-	-	292	754	1,046	-	-	-	1,046	1,782
Total expenses by function	90,131	68,304	110,971	425,977	695,383	87,729	3,558	91,287	786,670	734,765
Less expenses included on the Statement of Activities:										
Direct special events expenses	-	-	-	-	-	-	(3,306)	(3,306)	(3,306)	(5,245)
Total reported on the Statement of Activities	\$ 90,131	\$ 68,304	\$ 110,971	\$ 425,977	\$ 695,383	\$ 87,729	\$ 252	\$ 87,981	\$ 783,364	\$ 729,520

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

THE YOUTH COUNCIL, INC.

Statement of Cash Flows
For the Year Ended June 30, 2019
(with comparative totals for the year ended June 30, 2018)

	<u>2019</u>	<u>2018</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ (35,158)	\$ (9,121)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	19,004	19,404
Change in operating assets and liabilities:		
Accounts receivable	36,608	(21,913)
Contributions receivable	(11,225)	37,254
Prepaid expenses	8,108	(3,802)
Accounts payable	(2,020)	(9,769)
Accrued payroll and related liabilities	<u>3,249</u>	<u>3,858</u>
Net Cash Provided By Operating Activities	18,566	15,911
Cash Flows From Investing Activities:		
Purchases of property and equipment	(3,250)	-
Return of security deposit	<u>(650)</u>	<u>(151)</u>
Net Cash Used By Investing Activities	(3,900)	(151)
Cash Flows From Financing Activities:		
Drawdowns on line of credit	25,000	-
Payments on line of credit	(25,000)	-
Principal payments of long-term debt	<u>(9,514)</u>	<u>(9,102)</u>
Net Cash Used By Financing Activities	<u>(9,514)</u>	<u>(9,102)</u>
Net Change in Cash and Cash Equivalents	5,152	6,658
Cash and Cash Equivalents, Beginning	<u>53,877</u>	<u>47,219</u>
Cash and Cash Equivalents, Ending	<u>\$ 59,029</u>	<u>\$ 53,877</u>
Supplemental Disclosure of Cash Flow Information:		
Cash paid during the year for:		
Interest	<u>\$ 14,862</u>	<u>\$ 15,167</u>

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

THE YOUTH COUNCIL, INC.

Notes to Financial Statements For the Year Ended June 30, 2019

1. Organization

The Youth Council, Inc. (the Council) specializes in programs centered on youth guidance and counseling. The Council seeks to achieve its mission through programs such as the following:

Court Diversion Program

This program helps local police departments divert first-time youth offenders from the juvenile justice system through an evidence-based, comprehensive program that holds youth accountable, while providing assessment and referrals to additional services based on the needs of the youth.

Suspension Center

A partnership with a local school district to provide suspended middle school students with a safe, supervised setting which includes assessment, referrals to appropriate external services, and educational support.

Student Assistance Program

This program provides counselors on-site at middle and high schools to help students struggling with stressors that may lead to risky behavior such as substance misuse, through short term counseling, education, support, and referrals, as necessary.

Other Programs

Other programs such as counseling offer short-term professional support to help children, teens, and families struggling with issues related to alcohol/drug use, anger management, communication, depression, developing boundaries, grief, healthy choices, peer pressure, relationships, self-esteem, sexuality, and stress.

2. Summary of Significant Accounting Principles

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

Change in Accounting Principle

ASU 2016-14 Financial Reporting for Not-for-Profit Entities

On August 18, 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. ASU 2016-14 has been implemented in

fiscal year 2019 and the presentation in these financial statements has been adjusted accordingly.

Change in Accounting Principle

ASU 2016-14 Financial Reporting for Not-for-Profit Entities

On August 18, 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. ASU 2016-14 has been implemented in fiscal year 2019 and the presentation in these financial statements has been adjusted accordingly.

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2018, from which the summarized information was derived.

Cash and Cash Equivalents

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

Accounts Receivable

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

Contributions Receivable

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

Management has determined that contributions receivable are fully collectable, therefore no allowance has been recorded.

Property and Equipment

Property and equipment additions are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 31.5 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal years 2019 or 2018.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions

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

Net Assets With Donor Restrictions

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

Revenue and Revenue Recognition

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively.

Accounting for Contributions

Contributions are recognized when received. All contributions are reported as increases in net assets without donor restrictions unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in net assets with donor restrictions. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due and, therefore, are reported as net assets with donor restrictions until payment is due unless the contribution is clearly intended to support activities of the current year. Conditional promises to give, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

Donated Services and In-Kind Contributions

The Council periodically receives contributions in a form other than cash. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of the gift, provided that the value of the asset and its estimated useful life meets the Council's capitalization policy. Donated goods are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

Advertising Costs

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

Functional Allocation of Expenses

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

Income Taxes

The Council has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Council is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Council is subject to income tax on net income that is

derived from business activities that are unrelated to its exempt purpose. In fiscal years 2019 and 2018, the Council was subject to unrelated business income tax and filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

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

Financial Instruments and Credit Risk

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

Fair Value Measurements

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

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

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

New Accounting Standards to be Adopted in the Future

Revenue from Contracts with Customers

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers*. The standard's core principle is that an organization will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the organization expects to be entitled in exchange for those goods or services. This standard also includes expanded disclosure requirements that result in an entity providing users of financial statements with comprehensive information about the nature, timing, and uncertainty of revenue and cash flows arising from the organization's contracts with customers. This standard will be effective for the Council for the year ending June 30, 2020. The Council is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Leases

In February 2016, the FASB issued ASU 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the balance sheet at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the income statement. This ASU will be effective for the Council for the year ending June 30, 2023. The Council is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Contributions Received and Contributions Made

In June 2018, the FASB issued ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The purpose of this amendment, due to diversity in practice, is to clarify the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. This standard will be effective for the Council for the year ending June 30, 2020. The Council is currently evaluating the impact of adoption of this ASU on the financial statements.

Equity Investments

In January 2016, the FASB issued ASU 2016-01, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made. Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*, which relates to the accounting for equity investments, financial liabilities under the fair value option, and the presentation and disclosure requirements for financial instruments. This standard will be effective for the Council for the year ending June 30, 2020. The Council is currently evaluating the impact of adoption of this ASU on the financial statements.

Changes to the Disclosure Requirements for Fair Value Measurement

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*, which modifies the disclosure requirements for fair value measurements, and removed disclosures related to transfers between Level 1 and Level 2 of the fair value hierarchy, the policy for timing transfers between levels, the valuation process of Level 3 fair value measurements, and a roll forward of Level 3 investments. This standard will be effective for the Council for the year ending June 30, 2021. The Council is currently evaluating the impact of adoption of this ASU on the financial statements.

Credit Losses

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the income statement will reflect the measurement of credit losses for newly-recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Organization for the year ending June 30, 2024. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Contributed Nonfinancial Assets

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

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Statement of Financial Position, are comprised of the following at June 30, 2019 and 2018:

Financial assets at year end:	<u>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 59,029	\$ 53,877
Accounts receivable	53,472	90,080
Contributions receivable	<u>22,450</u>	<u>11,225</u>
	134,951	155,182
Less amounts not available to be used within one year:		
Net assets with donor restrictions	<u>10,475</u>	<u>-</u>
Financial assets available to meet general expenditures over the next year	\$ <u>124,476</u>	\$ <u>155,182</u>

The Council regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next year, the Council operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources. To manage liquidity, the Council has access to a line of credit with available borrowings up to \$25,000.

4. Property and Equipment

Property and equipment is comprised of the following at June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Land	\$ 28,397	\$ 28,397
Building and improvements	576,637	576,637
Furniture and equipment	<u>44,133</u>	<u>40,883</u>
Total property and equipment	649,167	645,917
Less accumulated depreciation	<u>(426,839)</u>	<u>(408,313)</u>
Property and equipment, net	\$ <u>222,328</u>	\$ <u>237,604</u>

Depreciation expense totaled \$19,004 and \$19,404 for the years ended June 30, 2019 and 2018, respectively.

5. Line of Credit

At June 30, 2019 the Council had a \$25,000 revolving line of credit with a bank, secured by an interest in all of the Council's assets and an assignment of rents. Borrowings under the line are due upon demand and bear interest at the bank's prime rate plus 1% (6.50% at June 30, 2019 and 2018). At June 30, 2019 and 2018, the Council had no outstanding balance on the line of credit. The line of credit is classified as Level 2 in the fair value hierarchy.

6. Long-Term Debt

Long-term debt is classified as Level 2 in the fair value hierarchy and consists of the following at June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Mortgage payable (dated May 16, 2014) to a bank, due in monthly installments of \$2,022, including principal and interest at 4.5%, payable over 10 years and thereafter on demand, and secured by real estate.	\$ 317,927	\$ 327,440
Less:		
Amount due within one year	(9,540)	(9,781)
Unamortized loan closing costs	<u>(2,310)</u>	<u>(2,788)</u>
Long-term debt, net of current portion	\$ <u>306,077</u>	\$ <u>314,871</u>

The carrying value of long-term debt, including the current portion, approximates fair value at June 30, 2019 and 2018, based on current borrowing rates for mortgages with similar maturities.

Future maturities of long-term debt is as follows:

<u>Year</u>	<u>Amount</u>
2020	\$ 9,540
2021	10,039
2022	10,564
2023	11,117
2024	<u>276,667</u>
Total	\$ <u>317,927</u>

7. Net Assets with Donor Restrictions

Net assets with donor restrictions are comprised of the following at June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Subject to expenditure for specified purpose:		
Computers and website design	\$ 10,475	\$ -
Time restrictions	<u>-</u>	<u>11,225</u>
Total	<u>\$ 10,475</u>	<u>\$ 11,225</u>

8. Functionalized Expenses

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include occupancy, office expenses, insurance, interest, and depreciation, which are allocated on a square footage basis; as well as salaries and wages, benefits, payroll taxes and information technology, which are allocated on the basis of estimates of time and effort.

9. Retirement Plan

The Council has adopted a 403(b) retirement plan for employees who are at least 21 years of age, working at least 30 hours per week, and have completed 30 days of employment. The plan allows for employee contributions in accordance with the Internal Revenue Code. There is no provision for contributions by the Council.

10. Concentrations of Risk

A material part of the Council's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Council. During the years ended June 30, 2019 and 2018, Southern New Hampshire Health accounted for 29% and 23%, respectively, and Bureau of Alcohol and Drug Services accounted for 15% and 18%, respectively, of total revenues.

11. Reclassifications

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

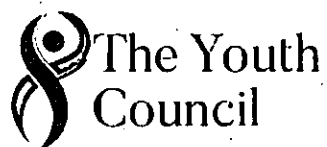
12. Subsequent Events

Subsequent events have been evaluated through February 9, 2021, the date the financial statements were available to be issued.

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

In response to the impact that COVID-19 has had on our organization, a Paycheck Protection Program (PPP) Loan was applied for, and \$76,000 received on April 24, 2020. In addition, the Council has been approved for a second PPP Loan in the amount of \$97,500.

In 2021, the Council agreed to sell its building for \$645,000 and will realize approximately \$280,000 after closing costs and mortgage payoff. The agency has also agreed to purchase a commercial condominium for \$323,000 of which \$100,000 will be financed.



Board of Directors – 2021

PRESIDENT

Jennifer Linastas, MSW

VICE PRESIDENT

Sgt. Nicole Hannigan
Nashua Police Department

TREASURER

Larry Szetela *Past-President*
Laurence Szetela, CPA

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Morneau Law

Christine Stein *Past President*
BAE Systems

John Phelan
Bank Prov

Sue Mathias
Boston Billiard and Casino

Ann Parks
Cornell University

Jenna Webb
MSW Student

Casey Caster, Executive Director
Ex Officio

The Youth Council Key Staff Resumes

Lindsey Bergeron

Experience

The Youth Council, 2007-Present

Clinical Director, Sep 2019 – Present

Licensed Clinical Mental Health Counselor; Master Licensed Alcohol and Drug Counselor, May 2008 – September 2019

Spidaliere Psychological Associates, LLC, Jan 2014 – Present

Licensed Clinical Mental Health Counselor; Certified Prevention Specialist

Souhegan High School, Mar 2014 – Aug 2016

Student Assistance Program Counselor

Education

Rivier University, Master of Arts, Mental Health Counseling, 2005 – 2008

Rivier College, Bachelor of Arts, Psychology/Sociology, 2001 – 2005

Licenses & certifications

Master Licensed Alcohol and Drug Counselor, Aug 2016, NH Board of Alcohol and Other Drug Use Professionals

Certified Challenge Course Facilitator, June 2013, NH Juvenile Court Diversion Network

Certified Prime For Life Instructor, Sept 2012, Prevention Research Institute

Rebecca Lerner

Experience

The Youth Council, Oct 2017 – Present

SAP Counselor

Education

Springfield College Master of Science – MS Mental Health Counseling/Counselor, 2015 – 2017

Casey Caster

Professional Experience

The Youth Council, March 2021-Present

Executive Director

Big Brothers Big Sisters of New Hampshire, July 2013 – March 2021

Vice President of Community Relations, October 2019 - Present

- Manage \$400,000 annually in corporate, foundation, municipal and federal government grants, including developing strategic grant proposals, overseeing compliance, and completing program and financial reporting.
- Lead and collaborate with a team of one full-time communications coordinator and a part-time grant writing consultant for a mentoring program annually serving 500 New Hampshire youth and volunteer mentors.
- Develop engaging communication materials for marketing, fundraising and volunteer engagement purposes across multiple media channels, including social media content, media pitches and media appearances.
- Build and strengthen collaborative relationships with partner agencies and state and community leaders.

Director of Grants & Communications, August 2017 – September 2019

- Worked closely with senior leadership, development, and program departments to create and execute a communications plan focused on improving volunteer recruitment and engagement, and increasing fundraising.
- Researched, developed and wrote compelling grant proposals, oversaw compliance and completed reporting.

Grant Writer, January 2015 – July 2017

- Created and executed an annual grants plan during the statewide merger of four regional BBBS agencies, including researching, writing, and managing new and existing corporate, foundation and government grants.

Enrollment & Matching Specialist, Nashua, July 2013 – January 2015

- Recruited, screened, enrolled and trained approximately 200 volunteer mentors per year.
- Met with enrolling youth and their families to assess needs and interests and provide program orientation.

The Keene Sentinel, March 2008-July 2013

Opinion Page Editor, July 2012 - July 2013

- Wrote six editorials on deadline per week, edited opinion columns, and designed daily Opinion Page.
- Met with advocacy groups, government officials, and politicians, including gubernatorial and presidential candidates, to develop and set the editorial board's position on local and national issues.

Reporter, March 2008 - July 2012

- Researched and wrote daily deadline articles and long-term enterprise projects specializing in crime and courts, health, and military/veterans issues, with a particular focus on breaking down complex topics.
- Wrote an award-winning series about an Army Reserve unit that included a 3-week reporting embed in Iraq.

Peace Corps, *English Teacher and Community Outreach Worker*, Turkmenistan, Oct. 2005 – Dec. 2007

- Collaborated with community leaders, local teachers and government officials with input from various community stakeholders to organize, fund and execute multiple youth civic engagement projects.
- Taught daily English classes (grades 4-9) and led extracurricular and summer educational programs.

Education

B.S. Print Journalism (with honors), Emerson College, Boston, MA, May 2005

- Minor: Political Science

BRYANT D. ETUKA, M.S.

MENTAL HEALTH CLINICIAN

Dedicated and compassionate provider with ten years' experience working with youth ages 5 to 21 and adults ages 18-65

PROFESSIONAL SKILLS

Mental Health
Crisis Intervention
Psycho-Educational Support

Behavior Modification
Teaching and Mentoring
Psychological Assessment

Support Group Leadership
Treatment Plans and Evaluation
Child and Family Therapy

EDUCATION

New England College, Henniker, NH, May 2018
Master of Science, Clinical Mental Health Counseling

New England College, Henniker, NH, May 2016
Bachelor of Arts, Psychology

CLINICAL EXPERIENCE

Center for Life Management, Derry, NH
Adult ACT Clinician

June – July 2021

Work as part of a multidisciplinary team to provide great quality and effective clinical services to consumers who have met the criteria to receive services following the Assertive Community Treatment (ACT), an evidenced-based practice model.

- Delivered quality care and treatment to clients with various psychological and physical impairments
- Supported personal growth, safety, and emotional well-being of clients via individual counseling sessions
- Facilitated clients' ability to self-advocate by educating individuals and caregivers on their condition(s)

Keystone Human Services, Wethersfield, CT
Life Skills Coach

Dec. 2020 – May. 2021

Help individuals develop healthy habits and skills needed to integrate into the community and pursue opportunities for employment (if unemployed) to improve their overall quality of life.

- Deliver quality care and treatment to clients with various disabilities
- Support goal-setting, personal growth and behavior modifications
- Facilitate clients achieve their goals by improving different actions necessary to take control of future plans

Lakes Region Mental Health Center, Laconia, NH

Oct. 2019 – Mar. 2020

Child & Family Mental Health Clinician

Provide outpatient assessments, treatments, referrals, consultations, and education services to children, adolescents, and families with severe emotional, behavioral, and mental instabilities via individual, family, and group therapy modalities

- Delivered quality care and treatment to clients with various psychological and physical impairments
- Supported personal growth, safety, and emotional well-being of clients via individual counseling sessions
- Facilitated clients' ability to self-advocate by educating individuals and caregivers on their condition(s)

Monadnock Family Services, Keene, NH

Oct. 2018 – Oct. 2019

Adult Mental Health Clinician

Provide outpatient assessments, treatments, referrals, consultations, and education services to adults with severe emotional, behavioral, and mental instabilities via individual and group therapy modalities

- Delivered quality care and treatment to clients with various psychological and physical impairments
- Supported personal growth, safety, and emotional well-being of clients via individual counseling sessions
- Facilitated clients' ability to self-advocate by educating individuals and caregivers on their condition(s)

Crotched Mountain Rehabilitation Center, Greenfield, NH

Oct. 2017 – Aug. 2018

Psychology Intern

Provided comprehensive psychological assessment services to clients ranging in age from 5 to 21 at a rehabilitation center serving over 2,000 children and adults with disabilities per year

- Delivered quality care and treatment to clients with various psychological and physical impairments
- Supported personal growth, safety, and emotional well-being of clients via individual counseling sessions
- Facilitated clients' ability to self-advocate by educating individuals and caregivers on their condition(s)

EMPLOYMENT HISTORY

Henniker Fitness Center, Henniker, NH

Oct. 2018 – Feb. 2019

Front Desk Associate

Deliver outstanding customer service to current and prospective members of a locally-owned fitness facility open 24/7 daily

Caring. Compassionate. Patient-Centered.

- Utilize consultative selling techniques to help guests identify the best membership options for their unique needs
- Provide thorough overview of policies pertaining to gym membership and initial enrollment
- Ensure that equipment and facilities are cleaned, sanitized, and well-maintained for guests' comfort and safety

Daniel's of Henniker Restaurant and Pub, Henniker, NH

April 2017 – Aug. 2018

Line Cook

Supported Head Chef at a highly-regarded casual-meets-upscale restaurant and pub overlooking the Coontocook River

- Prepared menu ingredients; cooked, assembled, and plated meals for lunch and dinner service

VOLUNTEER EXPERIENCE

YMCA Camp Ingersoll, Portland, CT

June 2016 – Aug. 2016

Camp Counselor

Cultivated unique, positive relationships with a group of day campers ages five to 17

- Served as role model and teacher; observed and assisted campers with behavioral challenges, e.g. ADHD
- Led campers through various activities (e.g. games, teambuilding exercises) ensuring safety, well-being of all

Internal Drive Technology Camp ("iD Tech Camp"), New Haven, CT

June 2015 – Aug. 2015

Health and Safety Coordinator

Directly assisted campers with various behavioral disorders (e.g. autism spectrum disorders, ADHD) and other behavioral issues (e.g. anger management, stuttering/speech disorders) while maintaining peace and order among all campers

- Administered prescribed medications to campers; provided basic first aid (e.g. wound care, splinting injuries)

Xavier High School and Leadership Institute, Middletown, CT

Sept. 2011 – May 2012

Peer Leader

- Selected to mentor and deliver academic, extra-curricular, and social support to two freshmen at Xavier High

Victory Christian Church, Middletown, CT

April 2007 – Sept. 2012

Assistant Youth Leader

- Supported Youth Leader by coordinating, promoting, facilitating, and supervising three youth programs/camps

The Youth Council, Nashua, NH

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Rebecca Lerner	SAP Counselor	\$43,100	100	\$43,100
Bryant Etuka	SAP Counselor	\$45,000	100	\$40,000
Lindsey Bergeron	Clinical Director	\$56,000	20	\$11,200
Casey Caster	Executive Director	\$80,000	6	\$4,780



Lori A. Shibley
Commissioner

35 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
GOVERNOR'S COMMISSION ON ALCOHOL & OTHER DRUGS

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9564 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov/dcbcs/bdas

June 10, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the vendors listed below for the provision of evidenced informed substance misuse prevention direct services to youth, and their parents and caregivers, by increasing the total price limitation by \$819,327 from \$2,670,252 to \$3,489,579 and by extending the completion dates from July 1, 2020 to June 30, 2021 effective upon Governor and Council approval. The original contracts were approved by Governor and Council on June 21, 2017, Late Item B, and most recently amended with Governor and Council approval on June 20, 2018, item #37. 100% Other Funds:

Vendor Name	Vendor Number	Location	Contract Amount	Increase/ (Decrease)	Modified Contract Amount	G&C Approval
Boys and Girls Club of Greater Salem	160066	Salem, Nashua & Souhegan Valley	\$653,868	\$216,488	\$870,356	O: 08/23/17, Item #20 A1: 06/20/18, Item #37
North Country Education Services	154707	Northern Grafton & Coos County	\$519,130	\$172,065	\$691,195	O: 08/23/17, Item #20 A1: 06/20/18, Item #37
New Hampshire Teen Institute	166624	Statewide	\$759,112	\$215,655	\$974,767	O: 06/21/17, Late Item B A1: 06/20/18, Item #37
The Upper Room	246053	Rockingham County & Surrounding Communities	\$301,073	\$87,109	\$388,182	O: 06/21/17, Late Item B A1: 06/20/18, Item #37
The Youth Council	154886	Nashua North & Nashua South High Schools	\$437,069	\$128,010	\$565,079	O: 06/21/17, Late Item B A1: 06/20/18, Item #37
Total:			\$2,670,252	\$819,327	\$3,489,579	

Funds are available in the following account(s) for State Fiscal Year 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

05-95-49-491610-2989 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	102-500731	Contracts for Prog Svc	49158502	\$194,658	\$0	\$194,658
			Subtotal	\$194,658	\$0	\$194,658

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Prog Svc	92058502	\$836,940	\$0	\$836,940
2019	102-500731	Contracts for Prog Svc	92058502	\$819,327	\$0	\$819,327
2020	102-500731	Contracts for Prog Svc	92058502	\$819,327	\$0	\$819,327
2021	102-500731	Contracts for Prog Svc	92058502	\$0	\$819,327	\$819,327
			Subtotal	\$2,475,594	\$819,327	\$3,294,921
			Total	\$2,670,252	\$819,327	\$3,489,579

See Fiscal Details for Distribution of Funds

EXPLANATION

As previously stated, the original contract was approved by Governor and Council on June 21, 2017, Late Item #B. It was then subsequently amended with Governor and Council approval on June 20, 2018, Item #37.

The purpose of this request is to exercise a renewal option to continue providing substance misuse prevention direct services to youth and related programming for their parents and caregivers. Targets for this program include youth between ten (10) and twenty (20) years of age who are at risk of engaging in the misuse of alcohol and the illicit use of drugs. Risk factors include youth experiencing poor academic performance, behavioral problems at school or that have dropped out of school that are involved with the juvenile justice system and children whose parents or caregivers are engaged in the active misuse of alcohol and or illicit drugs.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

The opioid epidemic in New Hampshire led to the passage of Senate Bill 533 (2016) making additional resources available to the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery. The Commission identified a portion of the funding allocated under SB 533 for prevention direct services that target youth, including those proposed in this request.

Approximately 2,000 individuals will be served from June 30, 2020 through June 30, 2021. The goal of these contracted prevention programs is to prevent the onset and use of alcohol and drugs and to increase parental and caregiver knowledge regarding the negative effects that substance misuse has on their child(ren), improving parental and caregiver knowledge and communication skills, and to increase parental and caregiver monitoring of their child(ren)'s behavior and activities. These programs promote positive youth development with the goal of preventing and reducing the misuse of alcohol, marijuana, prescription drugs and opioids.

Each vendor has chosen approved evidenced informed programs that include education and counseling, and information on healthy activities that can be developed as alternatives to engaging in the misuse of alcohol and drugs and other risky behaviors. Programs include individual or group education and awareness about the serious and sometimes deadly consequence of substance misuse and assistance in helping youth acquire the skills necessary to resist negative peer pressure for using alcohol or other drugs, their engagement in the development and promotion of alternative social activities, and to assist participating youth in developing other mechanisms for coping with stressful circumstances in their life at home or school. These programs also involve parents and caregivers to promote improved communication within the family about this topic.

All vendors providing direct prevention services through these contracts are required to establish ongoing working collaborative relationships with community-based organizations including, health and social service agencies and schools, and the Regional Public Health Network in their area. The contractors are also required to conduct outreach to youth and their parents and caregivers to make them aware of these services and how to access them.

As referenced in Exhibit C-1, Revisions to General Provisions, of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the one (1) years available.

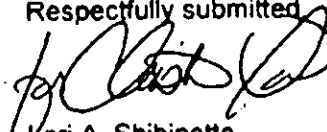
Should the Governor and Executive Council not authorize this request, approximately 4,000 youth who are at high risk for developing a substance misuse disorder may not have access to comprehensive substance misuse prevention services.

Area served: Statewide.

Source of Funds: 100% Other Funds.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

Attachment A
Financial Details

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

New Hampshire Teen Institute V#166624

PO #1056422

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2017	102-500734	Contracts for Prog Svc	\$107,744	\$0	\$107,744
Sub-total			\$107,744	\$0	\$107,744

The Upper Room V#174210

PO #1057461

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2017	102-500734	Contracts for Prog Svc	\$36,811	\$0	\$36,811
Sub-total			\$36,811	\$0	\$36,811

The Youth Council V#154886

PO #1056421

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2017	102-500734	Contracts for Prog Svc	\$50,103	\$0	\$50,103
Sub-total			\$50,103	\$0	\$50,103
Total SFY17			\$194,658	\$0	\$194,658

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Boys & Girls Club of Greater Salem V#160066

PO #1058002

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$220,892	\$0	\$220,892
2019	102-500734	Contracts for Prog Svc	\$216,488	\$0	\$216,488
2020	102-500734	Contracts for Prog Svc	\$216,488	\$0	\$216,488
2021	102-500734	Contracts for Prog Svc	\$0	\$216,488	\$216,488
Sub-total			\$653,868	\$216,488	\$870,356

New Hampshire Teen Institute V#166624

PO #1058422

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$220,058	\$0	\$220,058
2019	102-500734	Contracts for Prog Svc	\$215,655	\$0	\$215,655
2020	102-500734	Contracts for Prog Svc	\$215,655	\$0	\$215,655
2021	102-500734	Contracts for Prog Svc	\$0	\$215,655	\$215,655
Sub-total			\$651,368	\$215,655	\$867,023

Attachment A
Financial Details

North Country Education Services V#154707

PO #1058007

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$175,000	\$0	\$175,000
2019	102-500734	Contracts for Prog Svc	\$172,065	\$0	\$172,065
2020	102-500734	Contracts for Prog Svc	\$172,065	\$0	\$172,065
2021	102-500734	Contracts for Prog Svc	\$0	\$172,065	\$172,065
Sub-total			\$519,130	\$172,065	\$691,195

The Upper Room V#174210

PO #1057461

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$90,044	\$0	\$90,044
2019	102-500734	Contracts for Prog Svc	\$87,109	\$0	\$87,109
2020	102-500734	Contracts for Prog Svc	\$87,109	\$0	\$87,109
2021	102-500734	Contracts for Prog Svc	\$0	\$87,109	\$87,109
Sub-total			\$264,262	\$87,109	\$351,371

The Youth Council V#154886

PO #1056421

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$130,946	\$0	\$130,946
2019	102-500734	Contracts for Prog Svc	\$128,010	\$0	\$128,010
2020	102-500734	Contracts for Prog Svc	\$128,010	\$0	\$128,010
2021	102-500734	Contracts for Prog Svc	\$0	\$128,010	\$128,010
Sub-total			\$386,966	\$128,010	\$514,976
Grand Total			\$2,670,252	\$819,327	\$3,489,579

Total by Year

Total SFY17			\$194,658	\$0	\$194,658
Total SFY18			\$836,940	\$0	\$836,940
Total SFY19			\$819,327	\$0	\$819,327
Total SFY20			\$819,327	\$0	\$819,327
Total SFY21			\$0	\$819,327	\$819,327

Grand Total			\$2,670,252	\$819,327	\$3,489,579
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Total by Agency

Boys & Girls Club of Greater Salem V#160066	PO #1058002	\$653,868	\$216,488	\$870,356
New Hampshire Teen Institute V#166624	PO #1056422	\$759,112	\$215,855	\$974,967
North Country Education Services V#154707	PO #1058007	\$519,130	\$172,065	\$691,195
The Upper Room V#174210	PO #1057461	\$301,073	\$87,109	\$388,182
The Youth Council V#154886	PO #1056421	\$437,069	\$128,010	\$565,079
Total by Agency		\$2,670,252	\$819,327	\$3,489,579

**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Misuse Prevention Direct Services Contract**

This 2nd Amendment to the Substance Misuse Prevention Direct Services contract (hereinafter referred to as "Amendment #2") 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 Youth Council, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 112 West Pearl Street, Nashua, NH, 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Late Item #B), as amended on June 20, 2018, (Item #37), 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, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$565,079.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Add Exhibit B-4, Budget – Amendment #2, attached hereto and incorporated by reference herein.

[Signature]
5-20-20

**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services**



All terms and conditions of the Contract and prior amendment not inconsistent with this Amendment #2 remain in full force and effect. 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

6/4/20
Date

[Signature]
Name: Katja S. Fox
Title: Director

[Signature]
Ann Landry
ABGOL Commissioner

The Youth Council

5.20.2020
Date

[Signature]
Name: Anna Aron
Title: Executive Director

**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services**



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

OFFICE OF THE ATTORNEY GENERAL

06/06/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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:

Prevention Direct Services

Exhibit B-4, Budget - Amendment #2

<p style="text-align: center;">New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD</p>											
<p>Contractor Name: The Youth Council</p> <p>Budget Request for: Substance Abuse Prevention Direct Services</p> <p>Budget Period: Fy 2021 (7/1/2020 - 6/30/2021)</p>											
Line Item	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
1. Total Salary/Wages	\$ 100,854.70	\$ 4,128.78	\$ 113,782.86	\$ 10,594.70	\$ 1,056.47	\$ 11,621.17	\$ 99,000.00	\$ 3,071.79	\$ 102,161.79		
2. Employee Benefits	\$ 27,413.68	\$ 1,107.15	\$ 28,510.83	\$ 5,033.64	\$ 503.37	\$ 5,537.05	\$ 22,380.00	\$ 653.78	\$ 23,033.78		
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Furniture	\$ 500.00	\$ 15.50	\$ 515.50	\$ -	\$ -	\$ -	\$ 500.00	\$ 15.50	\$ 515.50		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ 100.00	\$ 15.50	\$ 115.50	\$ -	\$ -	\$ -	\$ 100.00	\$ 15.50	\$ 115.50		
6. Travel	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 600.00	\$ -	\$ 600.00	\$ 900.00	\$ -	\$ 900.00		
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
8. General Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Auto and Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11. Staff Education and Training	\$ 800.00	\$ 24.00	\$ 824.00	\$ -	\$ -	\$ -	\$ 800.00	\$ 24.00	\$ 824.00		
12. Subcontractors/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL	\$ 148,268.38	\$ 4,331.31	\$ 148,748.35	\$ 16,198.34	\$ 1,559.84	\$ 17,756.22	\$ 134,176.00	\$ 3,848.37	\$ 138,618.37		
Included As A Percent of Direct		3.0%									



Jeffrey A. Meyers
Commissioner

Christine Tappan
Associate Commissioner

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9546 1-800-852-3345 Ext. 9546
Fax: 603-271-4232 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 3, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to exercise renewal options with the vendors listed in the table below for the provision of evidenced informed substance misuse prevention direct services to youth and their parents/caregivers by increasing the price limitation by \$1,638,654 from \$1,031,598 to an amount not to exceed \$2,670,252 and extending the completion from June 30, 2018 to June 30, 2020 effective upon Governor and Executive Council approval. 100% Other Funds.

Vendor	Vendor Number	Area Served	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget	G&C Approval
Boys and Girls Club of Greater Salem	160066	Salem, Nashua & Souhegan Valley	\$220,892	\$432,976	\$653,868	O: 08/23/17 #20
North Country Education Services	154707	Northern Grafton & COOS County	\$175,000	\$344,130	\$519,130	O: 08/23/17 #20
New Hampshire Teen Institute	166624	Statewide	\$327,802	\$431,310	\$759,112	O: 06/21/17 Late Item B
The Upper Room	246053	Rockingham County & Surrounding Communities	\$126,855	\$174,218	\$301,073	O: 06/21/17 Late Item B
The Youth Council	154886	Nashua North & Nashua South High Schools	\$181,049	\$256,020	\$437,069	O: 06/21/17 Late Item B

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 4

Funding is available in following account in State Fiscal Years 2019 and anticipated to be available in State Fiscal Year 2020 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Fiscal Year	Class	Title	Current Budget	Increased (Decreased) Amount	Amount
2017	102-500731	Contracts for Program Services	\$194,658	\$0.00	\$194,658
		Sub-Total:	\$194,658	\$0	\$194,658

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Fiscal Year	Class	Title	Current Budget	Increased (Decreased) Amount	Amount
2018	102-500731	Contracts for Program Services	\$836,940	\$0.00	\$836,940
2019	102-500731	Contracts for Program Services	\$0.00	\$819,327	\$819,327
2020	102-500731	Contracts for Program Services	\$0.00	\$819,327	\$819,327
		Sub-Total:	\$836,940	\$1,638,654	\$2,475,594
		Grand Total:	\$1,031,598	\$1,638,654	\$2,670,252

See Fiscal Details for Distribution of Funds

EXPLANATION

The purpose of this request is to exercise a renewal options in the agreements with the vendors listed in the above table to continue providing substance misuse prevention direct services to youth and related programming for their parents/caregivers. Targets for this program include youth between ten (10) and twenty (20) years of age who are at risk of engaging in the misuse of alcohol and illicit use of drugs. Risk factors include youth experiencing poor academic performance or behavioral problems at school or that have dropped out of school, that are involved with the juvenile justice system, as well as children whose parents/caregivers are engaged in the active misuse of alcohol and or illicit drugs.

The goal of these contracted prevention programs is to delay of the onset and use of alcohol and drugs and to increase parental knowledge about the negative effects of substance misuse has on their child(ren), improving parental knowledge and communication skills and to increase parental monitoring of their child(ren)'s behavior and activities. These programs promote positive youth development with the goal of preventing and reducing the misuse of alcohol, marijuana, prescription drugs and opioids.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 4

Each vendor has chosen approved evidenced informed programs that include education and counseling, as well as information on healthy activities that can be developed as alternatives to engaging in the misuse of alcohol and drugs and other risky behaviors. Programming includes individual or group education and awareness about the serious and sometimes deadly consequence of substance misuse and assistance in helping students acquire the skills necessary to resist negative peer pressure for using alcohol or other drugs, their engagement in the development and promotion of alternative social activities and to assist participating youth in developing other mechanisms for coping with stressful circumstances in their life at home or at school. These programs also involve parents/caregivers and promote improved communication within the family about this topic.

The Department is satisfied with the program outcomes of the services provided by these five vendors. Collectively, in the first three quarters of the fiscal year they have served 2,586 in a variety of evidenced-based programming and provided prevention education to 1,758 parents and caregivers. Youth participating in the programs have stated they have an increase knowledge in knowing they have a trustworthy adult they can turn to for advice if they were having a problem, an increased sense of mastery over their emotions and have learned healthy coping skills to deal with stress, and an increase in their sense of confidence and satisfaction with who they are a person.

The reports from the providers are attached. As such, the Department is requesting to exercise the renewal option available in Exhibit C-1, Revisions to General Provisions, paragraph 3 of each of the agreements for two (2) additional years.

All vendors providing direct prevention services through these contracts are required to establish ongoing working collaborative relationships with community based organizations including, health and social service agencies and schools, as well as the Regional Public Health Network in their area. The contractors are also required to conduct outreach to youth and their parents/caregivers to make them aware of these services and how to access them.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the State Fiscal Year 2020-2021 biennium.


Should the Governor and Executive Council not approve this request, approximately 4,000 youth who are at high risk for developing a substance misuse disorder may not have access to comprehensive substance misuse prevention services.

Area Served: Statewide

Source of Funds: 100% Other Funds

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

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


Respectfully submitted,

Thomas Pristow
Deputy Commissioner


Approved by:

Jeffrey A. Meyers
Commissioner

Attachment A
Financial Details05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE
SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

New Hampshire Teen Institute V#166624

PO #1056422

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2017	102-500734	Contracts for Prog Svc	\$107,744	\$0	\$107,744
Sub-total			\$107,744	\$0	\$107,744

The Upper Room V#174210

PO #1057481

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2017	102-500734	Contracts for Prog Svc	\$36,811	\$0	\$36,811
Sub-total			\$36,811	\$0	\$36,811

The Youth Council V#154886

PO #1058421

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2017	102-500734	Contracts for Prog Svc	\$50,103	\$0	\$50,103
Sub-total			\$50,103	\$0	\$50,103
Total SFY17			\$194,658	\$0	\$194,658

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE
SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Boys & Girls Club of Greater Salem V#180065

PO #1058002

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$220,892	\$0	\$220,892
2019	102-500734	Contracts for Prog Svc	\$0	\$216,488	\$216,488
2020	102-500734	Contracts for Prog Svc	\$0	\$216,488	\$216,488
Sub-total			\$220,892	\$432,976	\$653,868

New Hampshire Teen Institute V#166624

PO #1056422

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$220,058	\$0	\$220,058
2019	102-500734	Contracts for Prog Svc	\$0	\$215,655	\$215,655
2020	102-500734	Contracts for Prog Svc	\$0	\$215,655	\$215,655
Sub-total			\$220,058	\$431,310	\$651,368

North Country Education Services V#154707

PO #1058007

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$175,000	\$0	\$175,000
2019	102-500734	Contracts for Prog Svc	\$0	\$172,065	\$172,065
2020	102-500734	Contracts for Prog Svc	\$0	\$172,065	\$172,065
Sub-total			\$175,000	\$344,130	\$519,130

The Upper Room V#174210

PO #1057481

**Attachment A
Financial Details**

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$90,044	\$0	\$90,044
2019	102-500734	Contracts for Prog Svc	\$0	\$87,109	\$87,109
2020	102-500734	Contracts for Prog Svc	\$0	\$87,109	\$87,109
Sub-total			\$90,044	\$174,218	\$264,262

The Youth Council V#154886

PO #1056421

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$130,946	\$0	\$130,946
2019	102-500734	Contracts for Prog Svc	\$0	\$128,010	\$128,010
2020	102-500734	Contracts for Prog Svc	\$0	\$128,010	\$128,010
Sub-total			\$130,946	\$256,020	\$386,966
Total SFY18			\$836,940	\$0	\$836,940
Total SFY19			\$0	\$819,327	\$819,327
Total SFY20			\$0	\$819,327	\$819,327

Grand Total			\$1,031,598	\$1,638,654	\$2,670,252
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Boys & Girls Club of Greater Salem V#160066	PO #1058002	\$220,892	\$432,976	\$653,868
New Hampshire Teen Institute V#166624	PO #1056422	\$327,802	\$431,310	\$759,112
North Country Education Services V#154707	PO #1058007	\$175,000	\$344,130	\$519,130
The Upper Room V#174210	PO #1057461	\$126,855	\$174,218	\$301,073
The Youth Council V#154886	PO #1056421	\$181,049	\$256,020	\$437,069
Total by Agency		\$1,031,598	\$1,638,654	\$2,670,252

Prevention Direct Services
Governor's Commission on Alcohol and other Drug Prevention, Treatment and Recovery Funded
Programs.

June 23, 2017-March 30, 2018

*Due to contractual delays these programs did not go into contract until June 23rd

Measurable Outcomes	# Served
# of youth enrolled in Direct Prevention Services	2586
# of parents enrolled in a Prevention Education Curriculum	1758
# of students who participate in a skill building workshop to reduce risks and increase awareness	2132
# of students who were referred for community based behavioral health supports or crisis intervention	781
# of community based activities to raise awareness of behavioral health issues facing adolescents	22 activities

Narrative-Although the contracts were delayed for a variety of reasons all of the vendors with the exception of The Youth Council had immediate capacity to deliver the services associated with their evidenced-informed programs. Attached to this report is a list of the vendors and their evidenced informed programs.

It must be noted that although The Youth Council did not provide immediate services they were quickly were able to hire staff for Nashua North and South High School and were able to begin services in October of 2017.

Currently, each vendor has their own evaluation process but the NH Bureau of Drug and Alcohol Services (BDAS) has asked to incorporate the vendors to incorporate the following measures into all of the vendor's evaluation procedures:

- Participants have increase knowledge in knowing they have a trustworthy adult they can turn to for advice if they were having a problem; (93% of participants answered yes to this question)
- Participates have an increased sense of mastery over their emotions and have learned healthy coping skills to deal with stress; (89% of participants answered yes to this question)
- Participants have an increase in their sense of confidence and satisfaction with who they are a person. (91% of participants answered yes to this question)

In SFY '19 BDAS will be working with a contracted evaluation vendor to standardize a parent/caregiver survey and will be developing key informant interviews and focus groups with participants and parents/caregivers to better measure the impact of these programs.



**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services Contract**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Misuse Prevention Direct Services Contract**

This 1st Amendment to the Substance Misuse Prevention Direct Services contract (hereinafter referred to as "Amendment #1") dated this 5th day of April, 2018, 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 Youth Council, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 112 West Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Late Item #B), 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 Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to exercise a renewal option for up two (2) years and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$437,069.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
5. Add Exhibit B-2, Budget – Amendment #1.
6. Add Exhibit B-3, Budget – Amendment #1.
7. Add Exhibit K, DHHS Information Security Requirements.

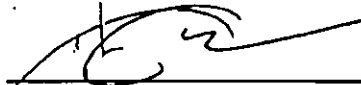


**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services Contract**

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

5/10/18
Date


Christine Tappan: T. Prismo
Associate Commissioner: Dep Commissioner

The Youth Council

4/12/2018
Date


Name: Elizabeth G. Houdie
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire County of Hillborough on April 12, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.


Signature of Notary Public or Justice of the Peace

Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: July 19, 2022

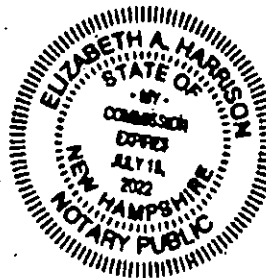


Exhibit B-2, Budget Sheet, Amendment #1

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

Bidder/Program Name: The Youth Council

Budget Request for: Substance Misuse Prevention Services Contract

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS, contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 105,490.00	\$ -	\$ 105,490.00	\$ 8,400.00	\$ -	\$ 8,400.00	\$ 89,090.00	\$ -	\$ 89,090.00
2. Employee Benefits	\$ 23,820.00	\$ -	\$ 23,820.00	\$ 1,440.00	\$ -	\$ 1,440.00	\$ 22,380.00	\$ -	\$ 22,380.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 810.00	\$ 810.00	\$ -	\$ 810.00	\$ 810.00	\$ -	\$ 810.00	\$ 810.00
Postage	\$ -	\$ 263.00	\$ 263.00	\$ -	\$ 263.00	\$ 263.00	\$ -	\$ 263.00	\$ 263.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 1,073.00	\$ 1,073.00	\$ -	\$ 1,073.00	\$ 1,073.00	\$ -	\$ 1,073.00	\$ 1,073.00
Insurance	\$ -	\$ 2,625.00	\$ 2,625.00	\$ -	\$ 2,625.00	\$ 2,625.00	\$ -	\$ 2,625.00	\$ 2,625.00
Board Expenses	\$ -	\$ 150.00	\$ 150.00	\$ -	\$ 150.00	\$ 150.00	\$ -	\$ 150.00	\$ 150.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3% Indirect	\$ -	\$ 3,840.00	\$ 3,840.00	\$ -	\$ -	\$ -	\$ -	\$ 3,840.00	\$ 3,840.00
TOTAL	\$ 132,010.00	\$ 8,761.00	\$ 140,771.00	\$ 9,840.00	\$ 4,921.00	\$ 14,761.00	\$ 124,170.00	\$ 3,840.00	\$ 128,010.00

Indirect As A Percent of Direct

6.5%

Contractor Initials: *[Signature]*

Date: 4/12/18

Exhibit B-3, Budget Sheet, Amendment #1

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

Bidder/Program Name: The Youth Council

Budget Request for: Substance Misuse Prevention Services Contract

Budget Period: July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 105,490.00	\$ -	\$ 105,490.00	\$ 6,400.00	\$ -	\$ 6,400.00	\$ 99,090.00	\$ -	\$ 99,090.00
2. Employee Benefits	\$ 23,820.00	\$ -	\$ 23,820.00	\$ 1,440.00	\$ -	\$ 1,440.00	\$ 22,380.00	\$ -	\$ 22,380.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 810.00	\$ 810.00	\$ -	\$ 810.00	\$ 810.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ 263.00	\$ 263.00	\$ -	\$ 263.00	\$ 263.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 1,073.00	\$ 1,073.00	\$ -	\$ 1,073.00	\$ 1,073.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 2,825.00	\$ 2,825.00	\$ -	\$ 2,825.00	\$ 2,825.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ 150.00	\$ 150.00	\$ -	\$ 150.00	\$ 150.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3% Indirect	\$ -	\$ 3,840.00	\$ 3,840.00	\$ -	\$ -	\$ -	\$ -	\$ 3,840.00	\$ 3,840.00
TOTAL	\$ 132,010.00	\$ 8,761.00	\$ 140,771.00	\$ 7,840.00	\$ 4,921.00	\$ 12,761.00	\$ 124,170.00	\$ 3,840.00	\$ 128,010.00

Indirect As A Percent of Direct

6.6%

Contractor Initials

Date

YHC
4/12/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

[Signature]

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

[Signature]

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

CSH

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

CSH

4/12/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

GH

4/12/18



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

B mac

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

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6738 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964

May 10, 2017

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 to enter into agreements with the vendors listed in the table below for the provision of evidenced informed substance misuse prevention direct services to youth and their parents/caregivers in an amount not to exceed \$635,706 effective upon Governor and Executive Council approval through June 30, 2018. 100% Other Funds.

Vendor	Vendor Number	Area Served	SFY17 Amount	SFY18 Amount	Total Contract Amount
New Hampshire Teen Institute	166624	Statewide	\$107,744	\$220,058	\$327,802
The Upper Room	246053	Rockingham County and surrounding communities	\$36,811	\$90,044	\$126,855
The Youth Council	154886	Nashua North and Nashua South High Schools	\$50,103	\$130,946	\$181,049
Total:			\$194,658	\$441,048	\$635,706

Funds are available for State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds in the future operating budgets with the ability to adjust encumbrance between State Fiscal Years without further approval from the Governor and Executive Council through the Budget Office if needed and justified.

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

SFY	Class/Account	Class Title	Job Number	Amount
2017	102/500731	Contracts for Program Services	49158504	\$194,658
			Sub-total SFY17	\$194,658

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

05-95-92-920510-3382 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

SFY	Class/Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92058504	\$441,048
			Sub-total SFY18	\$441,048
			Total Contract	\$635,706

EXPLANATION

The purpose of this request is enter into three (3) agreements with vendors who will provide substance misuse prevention direct services to youth and related programming for their parents/caregivers. Targets for this program include youth between the ages of ten (10) and twenty (20) who are at risk for engaging in the misuse of alcohol and illicit use of drugs. Risk factors include youth experiencing poor academic performance or behavioral problems at school or that have dropped out of school, that are involved with the juvenile justice system, as well children whose parents/caregivers are engaged in the active misuse of alcohol and or illicit drugs.

The opioid epidemic in New Hampshire led to the passage of Senate Bill 533 (2016) making additional resources available to the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery. The Commission identified a portion of the funding allocated under SB 533 for prevention direct services that target youth, such as those proposed in this request.

The goal of these contracted prevention programs is to delay of the onset and use of alcohol and drugs and to increase parental knowledge about the negative effects of substance misuse has on their child, improving parental knowledge and communication skills and to increase parental monitoring of their children's behavior and activities. These programs promote positive youth development with the goal of preventing and reducing the misuse of alcohol, marijuana, prescription drugs and opioids.

Each vendor has chosen an approved evidenced informed program(s) that includes education and counseling, as well as information on healthy activities that can be developed as alternatives to engaging in the misuse of alcohol and drugs and other risky behaviors. Programming includes individual or group education and awareness about the serious and sometimes deadly consequence of substance misuse and to help students acquire the skills necessary to resist negative peer pressure for using alcohol or other drugs, their engagement in the development and promotion of alternative social activities and to assist participating youth in developing other mechanisms for coping with stressful circumstances in their life at home or at school. These programs also involve parents and promote improved communication within the family about this topic.

All vendors providing direct prevention services through these contracts are required to establish ongoing working collaborative relationships with community based organizations including, health and social service agencies and schools, as well as the Regional Public Health Network in their area. The contractors are also required to conduct outreach to youth and their parents/caregivers to make them aware of these services and how to access them.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

The Department's goal is that through these contracts and other complementary strategies, the State of New Hampshire will experience a reduction in drug misuse prevalence rates among youth and the related consequences.

Should the Governor and Executive Council not approve this request, approximately 4,000 youth who are at high risk for developing a substance misuse disorder will be not have access to comprehensive substance misuse prevention services.

Area Served: Statewide

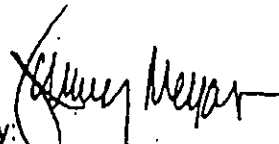
Source of Funds: 100% Other Funds

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

Respectfully submitted,



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Substance Misuse Prevention Direct
Services

RFP-2017-BDAS-01-Subst

RFP Name

RFP Number

Bidder Name

1. NH Teen Institute
2. The Upper Room
3. The Youth Council
4. 0
5. 0

Maximum Points	Actual Points
400	347
400	330
400	336
400	0
400	0

Reviewer Names

1. Anne Mercuri, Child & Maternal
Health, Tech Team
2. Abby Shockley, Behavioral Health
Policy Analyst, Tech
3. Neil Twitchell, Public Health
Administrator, Tech Team
4. Valerie Morgan, Prevention Unit
Administrator, Tech Team
5. Jim Dall, Sr. Finance Director, Div
of Behavioral Health, Cost
6. Steve Klander, Financial
Administrator, OCOM, Cost
7.



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into contracts with the vendors listed in the table below and referenced as DoIT No. 2017-093.

Vendor	Vendor Number	Location
New Hampshire Teen Institute	TBD	Nashua, NH
The Upper Room	246053	Derry, NH
The Youth Council	154886	Nashua, NH

The Department of Health and Human Services, Bureau of Drug and Alcohol Services requests to execute three (3) contracts with the above selected vendors to provide evidenced informed substance misuse prevention services. The Department's goal is that through these contracts and other complementary strategies, the State of New Hampshire will experience a reduction in drug misuse prevalence rates among youth and related consequences.

The total funding amount of the contract is not to exceed \$635,706, and is effective upon the date of Governor and Executive Council approval through June 30, 2018.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish at the end.

Denis Goulet

DG/kaf
DoIT #2017-093
cc: Bruce Smith, IT Manager, DoIT

FORM NUMBER P-37 (version 5/8/15)

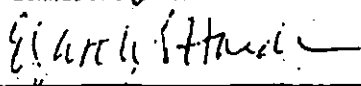
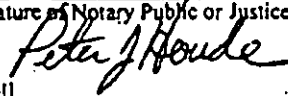
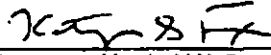
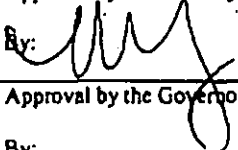
Subject: Substance Misuse Prevention Direct Services, RFP-2017-BDAS-01-Subst-3 (Youth Council)

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

AGREEMENT

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

GENERAL PROVISIONS**I. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857	
1.3 Contractor Name The Youth Council		1.4 Contractor Address 112 West Pearl Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-598-1703 FAX 603-598-1090	1.6 Account Number 05-92-920510-33820000	1.7 Completion Date June 30, 2018	1.8 Price Limitation 181,049
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elizabeth G. Huidor, Executive Director	
1.13 Acknowledgement: State of NH, County of Hillsborough On April 13, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		MY COMMISSION EXPIRES FEB 28 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Peter J. Houde, Notary Public			
1.14 State Agency Signature  Date: 3/2/17		1.15 Name and Title of State Agency Signatory Katja S. Fix, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/26/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

FORM NUMBER P-37 (version 5/8/15)

Subject: Substance Misuse Prevention Direct Services, RFP-2017-BDAS-01-Subst-3 (Youth Council)

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

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1.5 Contractor Phone Number 603-598-1703 FAX O. 859-1090	1.6 Account Number <i>CM</i> 05-95-49-401510-2989 05-95-92-820510-3382	1.7 Completion Date June 30, 2018	1.8 Price Limitation 181,049
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature <i>Elizabeth G. Huide</i>		1.12 Name and Title of Contractor Signatory Elizabeth G. Huide, Executive Director	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Hillsborough</i> On <i>April 13, 2017</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Peter J. Houde</i> [Seal]		MY COMMISSION EXPIRES FEB 28 2019	
1.13.2 Name and Title of Notary or Justice of the Peace <i>Peter J. Houde, Notary Public</i>			
1.14 State Agency Signature <i>Katia S Fox</i> Date: <i>5/2/17</i>		1.15 Name and Title of State Agency Signatory <i>Katia S Fox, Director</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Megan A. Vau</i> Attorney On: <i>5/26/17</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to youth, ages ten (10) to twenty (20), who are in the Institute of Medicine (IOM) Prevention Classification categories of selective or indicated and provide parent education for parents/caregivers of the targeted population, statewide.
- 1.4. The Contractor must maintain necessary coordination with the Regional Public Health Networks and public and private agencies providing services to the target population and must maintain a depth of knowledge on community services agencies that are available to youth and parents/caregivers including but not limited to mental health providers, primary care providers, alcohol and other drug prevention, treatment and recovery services, juvenile diversion network programs, and housing services.
- 1.5. The Contractor shall ensure all funded schools will utilize a universally applied evidence based screening tool for youth referred to the program. The evidenced based screening tool must be approved by the Department and all staff utilizing the screening tool receives appropriate training in its use and utility.
- 1.6. The Contractor shall ensure appropriate referrals to community providers as indicated by the individual screening. The contractor shall develop and maintain protocols for referrals to appropriate providers and have such protocols available to the Department upon inspection.
- 1.7. The Contractor shall not use funding received under this contract for the purposes of capacity building nor shall funding be used to supplant other programs or services.
- 1.8. The Contractor shall have current knowledge of how to maintain funding separate streams of funding for this and other projects.

2. Scope of Work

- 2.1. The Contractor shall provide evidenced informed substance misuse prevention direct services that are designed for targeted populations with the goals of reducing risk factors while enhancing protective factors to positively impact healthy decisions around the use of substances and increase knowledge of the consequences of substance misuse and abuse.

2.2. Project Success

The Contractor shall ensure it administers the student assistance program modeled after Project Success and its program components to youth with a focus on youth at higher risk for developing a substance use disorder and their parents/caregivers.

The Youth Council

Contractor Initials

Date 4/13/17

**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services**



Exhibit A

2.3. Project Success components include:

2.3.1. Individual screening of youth referred to the program using an evidenced based screening tool approved by the Department;

2.3.2. Referral to appropriate community providers as indicated by the individual screening. The Contractor shall work with the school to maintain/develop protocols for referrals to the appropriate provider;

2.3.3. Conduct individual and group sessions.

2.3.3.1. The Contractor shall conduct individual support sessions with the purpose of crisis intervention or to motivate students to participate in Project Success groups.

2.3.3.2. The Contractor shall conduct group support sessions based on the Project Success social learning model with the general purpose of:

2.3.3.2.1. Helping youth identify and resist social and situational pressures to use substances;

2.3.3.2.2. Correct misperceptions about the prevalence and acceptability of substance use;

2.3.3.2.3. Increase knowledge of the consequences of adolescent substance use;

2.3.3.2.4. Teach and provide opportunities to practice resistance and coping skills; and

2.3.3.2.5. Identify barriers to using the skills or adopting healthy attitudes and choices regarding substances.

2.3.3.3. There are ten (10) different groups that make up the Project Success model that are outlined in the Implementation Manual that will be supplied by the Department to the Contractor.

2.3.3.4. If not already existing, both the Newcomers Group and the Children of Substance Misusing Parents/Caregivers shall begin in year one (1) of the grant with recruitment and facilitation of the other eight (8) groups beginning in year two (2).

2.4. The Contractor shall provide parent/caregiver education services with topics that include, but are not limited to:

2.4.1. Developmental information regarding the adolescent brain and how the use of substances affect the developing brain;

2.4.2. Skills for communicating with teens; and

2.4.3. How perception of disapproval and increased parental monitoring impacts use by adolescents.

2.5. The Contractor shall provide alcohol and other drug prevention education to students during transitional years such as those in the 7th or 9th grades. The Contractor shall seek approval for the evidenced-based Prevention Education Curriculum, such as Project Alert, it will use.

New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services



Exhibit A

- 2.6. The Contractor shall conduct a minimum of three (3) school and/or community centered universal strategies such as Red Ribbon Week for each year of funding under this contract. The Contractor may utilize existing school groups and community resources to enhance and meet this requirement.
- 2.7. The Contractor shall enhance its program through the utilization of marketing and media tools. This work shall be done in conjunction with the work being done at the state level through the Partnership for a Drug Free NH, the Regional Public Health Network, and local Drug Free Community Grantees. The contractor may utilize existing school groups and/or community resources to enhance and meet this requirement.
- 2.8. The Contractor shall ensure equal access to all programs and services funded by this contract and provide reasonable accommodations as necessary for those participants facing health disparities. Accommodations may include:
 - 2.8.1. Interpreter services;
 - 2.8.2. Materials in a varied format,
 - 2.8.3. Child care or access to affordable child care,
 - 2.8.4. Transportation or assistance with access to affordable and accessible transportation.

3. Staffing

- 3.1. The Contractor shall maintain dedicated student assistance staff that meets with the following standards:
 - 3.1.1. There must be one (1) full time equivalent student assistance program staff person to every one thousand (1,000) students. This can be prorated for schools serving less than one thousand (1,000) students. If the school is under one thousand (1,000) students the staff person must be available a minimum of two (2) days per week.
 - 3.1.2. The student assistance program counselor must obtain their certificate as a Certified Prevention Specialist (CPS) within one (1) year of assuming the position. If the staff member is unable to obtain their CPS within the year, a plan with a proposed timeline for completion is required within thirty (30) days after the end of the first of the year of employment.
 - 3.1.3. The Contractor shall maintain up-to-date records and documentation of all individuals requiring licenses and/or certifications and make available to the Department upon request.
 - 3.1.4. All student assistance program staff shall receive appropriate training in the Project Success model by individual(s) authorized by the program developer or designee.
 - 3.1.5. The Contractor shall ensure all staff assigned to this contract has appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold.
 - 3.1.6. The Contractor shall ensure the Student Assistance Program counselor will participate in mandatory trainings.

New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services



Exhibit A

4. Delegation and Subcontractors

4.1. Identification and Approval

- 4.1.1. The Contractor shall identify any and all subcontractors to be utilized in fulfillment of its contractual responsibilities.
- 4.1.2. DHHS reserves the right to accept or reject the use of any subcontractor.

5. Performance Measures/Outcomes

- 5.1. As a result of participating in the programs and services funded by this contract participants shall, at a minimum, demonstrate:
 - 5.1.1. Increase in perception of harm/risk of the use of substances;
 - 5.1.2. Increase in perception of peer or parental/caregiver disapproval on the use of substances;
 - 5.1.3. Increase in parental efficacy; and
 - 5.1.4. Increase in parental communication and monitoring.

6. Deliverables/Reporting Requirements

6.1. Deliverables

- 6.1.1. The Contractor shall provide a copy of the evidenced based screening tool within thirty (30) days after its selection.
- 6.1.2. The Contractor shall provide the Department with the name of the evidenced based Prevention Education Curriculum it is providing.
- 6.1.3. The Contractor shall provide the Department with its training and development plan for program staff and volunteers upon request by the Department.
- 6.1.4. The Contractor shall evaluate current school policies related to alcohol and other drugs and move toward Best Practice School Policies using the Top 5 document developed by the Department. The Top 5 document will be provided to the Contractor by the Department.
- 6.1.5. The Contractor shall demonstrate its progress in moving toward a model school policy for alcohol and other drugs upon request by the Department.
- 6.1.6. The Contractor shall work with the Department and the Department's contracted training and technical assistance entity to ensure the core elements the student assistance program modeled after Project Success will be implemented with fidelity and seek approval from the Department on adaptations to the model.

6.2. Reporting Requirements

- 6.2.1. The Contractor, as well as any subcontractor, shall, in addition to their own reporting and evaluation requirements, comply with the Department's requirements which includes:

New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services



Exhibit A

- 6.2.1.1. Adherence to the evaluation design and administration as supplied by the Department, including individual participant evaluation and program evaluation;
- 6.2.1.2. Ensure consent from program participants for evaluation in compliance with the Department's policies and protocols; and
- 6.2.1.3. Ensure a seventy-five percent (75%) response rate from participants.
- 6.2.2. The Contractor shall administer a pre and post survey to individuals participating in group sessions at the beginning and end of the group.
- 6.2.3. The Contractor shall administer the high school Youth Risk Behavior Survey (YRBS) in the Spring of 2017 and administer a whole school survey for grades 9 through 12 developed by the Department in the Spring of 2018.
- 6.2.4. The Contractor shall ensure if a middle school is funded by this contract and the middle school does not conduct the middle school YRBS, it will administer a survey developed by the Bureau of Drug and Alcohol Services to the 7th and 8th grades in the Spring of 2017 and in the Spring of 2018.
- 6.2.5. The Contractor shall work closely with the Department and the NH Center for Excellence to use this data and other data sources to drive continuous quality improvement.
- 6.2.6. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide periodic or special reports required by the Department.
- 6.2.7. Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the Department conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.
- 6.2.8. The Contractor shall ensure compliance with all data reporting requirements including, but not limited to:
 - 6.2.8.1. The ability to communicate and submit required reports via email.
 - 6.2.8.2. The ability to submit the following reports in formats approved and/or provided by the Department:
 - 6.2.8.2.1. Enter and complete monthly data reporting in the New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the previous month, e.g. July data will be entered fully by August 20th;
 - 6.2.8.2.2. Submit monthly expenditure reports for reimbursement of costs associated with contract activities by the 20th business day following the end of the previous month.
- 6.2.9. All data related exchanges, standards, policies, systems etc. may, at the sole discretion of the Department, be reviewed by the Department and/or the

New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services



Exhibit A

Department of Information Technology (DoIT) to assess conformance with Department and DoIT information security/privacy standards.

6.2.9.1. The Contractor agrees to remedy, to the satisfaction of the Department and/or DoIT, any substantial non-conformance identified.

6.3. Site Visits/Inspections

- 6.3.1. The Contractor shall allow a team authorized by the Department to conduct bi-annual site reviews that shall include program staff, the Contractor or designee, the Bureau of Drug and Alcohol Services, and a representative of the New Hampshire Center for Excellence if appropriate.
- 6.3.2. In order to assure systems are adequate to provide the contracted services, this site visit shall review, at a minimum, the Contractor's:
 - 6.3.2.1. Systems of governance,
 - 6.3.2.2. Administration,
 - 6.3.2.3. Data collection and submission,
Policies for ensuring participant confidentiality, and
 - 6.3.2.4. Financial management.
- 6.3.3. The Contractor shall make corrective actions as advised by the review team if contracted services are found to be not provided in accordance with this contract.
- 6.3.4. The Department may, as needed, inspect and evaluate the Contractor's books/ledgers to ensure that funds are separately maintained.
- 6.3.5. The Contractor shall provide documented proof that all staff conducting screening has been trained in the tool upon request by the Department.
- 6.3.6. The Contractor shall demonstrate, upon request by the Department, that programs funded by this contract maintain minimum written documentation and guidelines that include, but are not limited to:
 - 6.3.6.1. Written Student Assistance referral process;
 - 6.3.6.2. Written protocols for ensuring the protection of students right to confidentiality in compliance with 42 CFR Part 2;
 - 6.3.6.3. Letter to Parents/Caregivers to inform of any evaluation and the option to have their child opt of the evaluation;
 - 6.3.6.4. Confidential release of information form as necessary;
 - 6.3.6.5. The Youth Council intake or screening/information form;
 - 6.3.6.6. Documentation of contact with participants, parents or others involved in the student assistance program via New Hampshire Prevention Web Information Technology System (P-WITS) reporting;
 - 6.3.6.7. Written list of community resources available to children and their families; and

**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services**



Exhibit A

6.3.6.8. Documentation that programming is culturally and linguistically appropriate for participants and that equal access is provided to individuals facing behavioral health disparities.

**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services**



Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Funding for this contract is 100% Other Funds (Governor's Commission on Alcohol and other Drug Prevention, Treatment, and Recovery).
3. The Contractor shall provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. Payment for Services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices and any attendant reports by the 15th of each month.
 - 4.2. Expenses shall be reported for reimbursement by budget line item in accordance with Exhibit B-1 and Exhibit B-2 with Invoice template supplied by the State.
 - 4.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
 - 4.4. Invoices and reports identified in Section 4 shall be submitted to:
Department of Health and Human Services
Bureau of Drug and Alcohol Services
105 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
7. 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.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 -Budget Form
3/1/17 - 6/30/17

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

Bidder/Program Name: The Youth Council

Budget Request for: Substance Abuse Prevention direct Services

Budget Period: 3/1/17 - 6/30/17

1. Total Salary/Wages	\$	34,240.00	\$	-	\$	34,240.00	\$	2,240.00	\$	-	\$	2,240.00	\$	32,000.00	\$	-	\$	32,000.00
2. Employee Benefits	\$	5,648.00	\$	-	\$	5,648.00	\$	369.00	\$	-	\$	369.00	\$	5,277.00	\$	-	\$	5,277.00
3. Consultants	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
4. Equipment	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
5. Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Educational	\$	3,000.00	\$	-	\$	3,000.00	\$	-	\$	-	\$	-	\$	3,000.00	\$	-	\$	3,000.00
Lab	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Office	\$	400.00	\$	-	\$	400.00	\$	-	\$	-	\$	-	\$	400.00	\$	-	\$	400.00
6. Travel	\$	-	\$	400.00	\$	400.00	\$	-	\$	-	\$	-	\$	-	\$	400.00	\$	400.00
7. Occupancy	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
8. Current Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Telephone	\$	-	\$	567.00	\$	567.00	\$	-	\$	567.00	\$	567.00	\$	-	\$	-	\$	-
Postage	\$	-	\$	185.00	\$	185.00	\$	-	\$	185.00	\$	185.00	\$	-	\$	-	\$	-
Subscriptions	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Audit and Legal	\$	-	\$	750.00	\$	750.00	\$	-	\$	750.00	\$	750.00	\$	-	\$	-	\$	-
Insurance	\$	-	\$	1,838.00	\$	1,838.00	\$	-	\$	1,838.00	\$	1,838.00	\$	-	\$	-	\$	-
Board Expenses	\$	-	\$	105.00	\$	105.00	\$	-	\$	105.00	\$	105.00	\$	-	\$	-	\$	-
9. Software	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
10. Marketing/Communications	\$	5,000.00	\$	-	\$	5,000.00	\$	-	\$	-	\$	-	\$	5,000.00	\$	-	\$	5,000.00
11. Staff Education and Training	\$	3,000.00	\$	-	\$	3,000.00	\$	-	\$	-	\$	-	\$	3,000.00	\$	-	\$	3,000.00
12. Subcontracts/Agreements	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
13. Other (specify details mandatory)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2% Indirect	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	1,026.00	\$	1,026.00	\$	-	\$	-	\$	-	\$	-	\$	1,026.00	\$	1,026.00
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
TOTAL	\$	81,286.00	\$	4,871.00	\$	86,157.00	\$	2,609.00	\$	3,443.00	\$	6,054.00	\$	43,877.00	\$	1,426.00	\$	60,103.00

Indirect As A Percent of Direct

9.5%

03/14/17

Exhibit B-2 Budget Form
7/1/17 - 6/30/18

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

Bidder/Program Name: **The Youth Council**

Budget Request for: **Substance Misuse Prevention Direct Services**

Budget Period: **7/1/17 - 6/30/18**

1. Total Salary/Wages	\$ 93,400.00	\$ -	\$ 93,400.00	\$ 6,400.00	\$ -	\$ 6,400.00	\$ 92,000.00	\$ -	\$ 92,000.00
2. Employee Benefits	\$ 16,225.00	\$ -	\$ 16,225.00	\$ 1,055.00	\$ -	\$ 1,055.00	\$ 15,170.00	\$ -	\$ 15,170.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
6. Travel	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 810.00	\$ 810.00	\$ -	\$ 810.00	\$ 810.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ 263.00	\$ 263.00	\$ -	\$ 263.00	\$ 263.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 1,073.00	\$ 1,073.00	\$ -	\$ 1,073.00	\$ 1,073.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 2,625.00	\$ 2,625.00	\$ -	\$ 2,625.00	\$ 2,625.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ 150.00	\$ 150.00	\$ -	\$ 150.00	\$ 150.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
11. Staff Education and Training	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2% Indirect	\$ -	\$ 2,776.00	\$ 2,776.00	\$ -	\$ -	\$ -	\$ -	\$ 2,776.00	\$ 2,776.00
TOTAL	\$ 134,826.00	\$ 8,897.00	\$ 143,723.00	\$ 7,455.00	\$ 4,921.00	\$ 12,376.00	\$ 127,178.00	\$ 3,776.00	\$ 130,948.00

Indirect As A Percent of Direct

6.5%

6887
4/13/17

New Hampshire Department of Health and Human Services
Exhibit C-1



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

**New Hampshire Department of Health and Human Services
Exhibit C**



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

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

New Hampshire Department of Health and Human Services
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- 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.

New Hampshire Department of Health and Human Services
Exhibit C-1



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 effected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES 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) *Also includes
Nashua High School North and Nashua High School South
Nashua, NH*

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

Contractor Name:

4/13/2017
Date

Elizabeth Gracie
Name: *Elizabeth Gracie*
Title: *Executive Director*

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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:

4/13/17
Date

Elizabeth E. Houde
Name: Elizabeth E. Houde
Title: Executive Director

Exhibit E - Certification Regarding Lobbying

Contractor Initials

EJH

CUD-HS-110713

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Date 4/13/17

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

4/13/17
Date

Elizabeth G. Thorne
Name: Elizabeth G. Thorne
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

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

Contractor Initials EJH

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Date 4/13/17

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:

4/13/17
Date

Elizabeth Gittard
Name: Elizabeth Gittard
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Non-discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections

Contractor Initials EGH

6/27/14
Rev. 10/21/14

Page 2 of 2

Date 4/13/17

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guaranteed. 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:

4/13/17
Date

Elizabeth C. Haude
Name: Elizabeth C. Haude
Title: Executive Director

New Hampshire Department of Health and Human Services



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.

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

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New Hampshire Department of Health and Human Services



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

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Contractor Initials

CHH
Date 4/13/17

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials

EJH

Date

4/13/17

New Hampshire Department of Health and Human Services



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 164.528.
- 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

3/2014

Contractor Initials

GH

Date

4/13/17

New Hampshire Department of Health and Human Services



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.

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 5 of 6

Contractor Initials

EHT

Date

4/13/17

New Hampshire Department of Health and Human Services



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

Katya S Fox

Signature of Authorized Representative

Katya S Fox

Name of Authorized Representative

Director

Title of Authorized Representative

5/2/17

Date

The Youth Council

Name of the Contractor

Elizabeth G. Houde

Signature of Authorized Representative

Elizabeth G. Houde

Name of Authorized Representative

Executive Director

Title of Authorized Representative

4/13/2017

Date

New Hampshire Department of Health and Human Services
Exhibit J



**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:

4/13/17
Date

Elizabeth G. Haude
Name: Elizabeth G. Haude
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 048635601
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

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

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

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

☐ NO ☐ YES

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

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

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

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

CSA
4/13/17