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Nicholas A. Toumpas
Commissioner
Lorraine Bartlett
Director

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

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

May 11, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into an agreement with the vendors listed, for the provision of juvenile justice systems improvements and/or services in order to improve juvenile justice system efficiency and efficacy, in an amount not to exceed \$189,000 effective upon Governor and Executive Council Approval through the expiration dates noted in the table below. 100% Federal Funds.

Vendor	Vendor Code	Location	Expiration Date	Amount
Youth Council	154886	112 West Pearl Street Nashua, NH 03060	6-30-16	\$45,000
Community Health Institute	161611 B002	501 South Street, 2 nd Floor, Bow, NH 03304	2-29-16	\$54,000
NH Juvenile Court Diversion Network	TBD	23 Wakefield Street Rochester, NH 03867	6-30-16	\$90,000
			Total:	\$189,000

Funds to support this request are available in the following account in State Fiscal Year 2015 and anticipated for State Fiscal Year 2016, upon availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified:

05-95-42-421410-79060000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, JUVENILE JUSTICE SERVICES, OJJDP

State Fiscal Year	Class/Account	Activity Code	Class Title	Amount
2015	072-500575	42140614	Grants-Federal	\$26,713
2016	072-500575	42140614	Grants-Federal	\$162,287
			Total:	\$189,000

EXPLANATION

The purpose of this Request is to enter into an agreement with the three (3) vendors listed above to provide coordination of juvenile court intervention and diversion services that are available to at-risk youth, statewide.

The State of New Hampshire participates in the federal Office of Juvenile Justice and Delinquency Prevention Act of 2002 Formula Grants program. This grant program requires the State to support a variety of programs related to delinquency prevention and reduction, juvenile justice system improvement, research, evaluation, statistical analysis, and training and technical assistance.

The federal Office of Juvenile Justice and Delinquency Prevention administers the Formula Grants Program under Title II, Part B, of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended in 1988 and 1992 and reauthorized by Congress in 2002 [42 U.S.C. 5631-5633, Section 22 State Plans 28c (1), (2) and (2-A)]. This Act requires states to support a variety of programs related to delinquency prevention and reduction. The State Formula Grants program requires states to pass a certain amount of funds received to units of general local government or private nonprofit agencies in order to assist those agencies in delivering delinquency prevention and reduction programs.

The Department of Health and Human Services solicited proposals from local government entities and nonprofit agencies for delinquency prevention and intervention programs through the Request for Proposal process. A Request for Proposal was posted to the Department's website on August 20, 2014 through September 22, 2014. Four (4) proposals were received from three (3) vendors. The State Advisory Group selected the three (3) proposals that most closely related to improving juvenile court diversion programs. See attached bid sheet.

Should the Governor and Executive Council not approve this request, the NH Diversion Network would experience a reduction in services that are available statewide to ensure services are available to children and families as a method of avoiding the official court process. Without a Network Coordinator, there is no method of effectively determining the number of services that are available, statewide, nor would there be an official method in place to ensure services continue to be available to the populations most in need.

Area Served: Nashua Area

Source of Funds: 100% Federal Funds

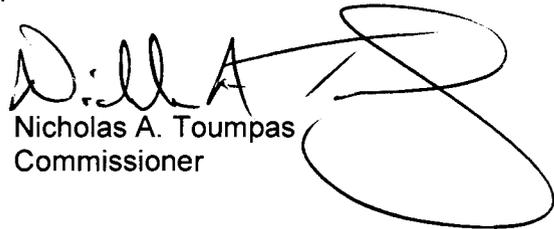
In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this contract.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

RFP 15-DHHS-OHS-DCYF-12
State Advisory Group (SAG) Prevention Services for the Community
Vendor Proposal Review

Vendor	Area Served	Consensus to Fund at Grant Level:	Consensus to NOT Fund
Youth Council (DMC Reduction)	Nashua	\$45,000	
Youth Council (Transitional Services)	Nashua		X
Community Health Institute d/b/a JSI	Statewide	\$54,000	
NH Juvenile Court Diversion Network	Statewide	\$90,000	
State Advisory Group (SAG) Program Committee Evaluation Team			
Joseph Diament – Director, Community Corrections, Department of Corrections	Ted Kirkpatrick – Associate Dean, University of New Hampshire, Durham		
Bonnie St. Jean – Administrator, Department of Resource and Economic Development	Don Bazzell, Beckett School		
Judge Clifford Kinghorn – Judge, Administrative Office of the Courts	Pamela Sullivan, Division for Children, Youth and Families, Youth Development Center		
Steve Row, Carroll County Sheriff's Department			

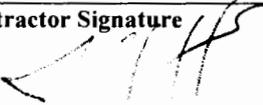
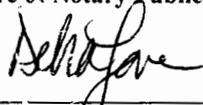
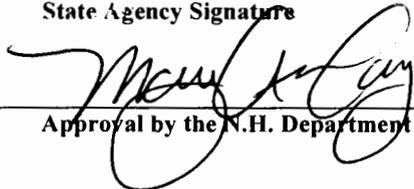
Subject: State Advisory Group (SAG) Prevention Services for the Community

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services Division for Children, Youth and Families		1.2 State Agency Address 1056 North River Road Manchester, NH 03104	
1.3 Contractor Name JSI d/b/a Community Health Institute		1.4 Contractor Address 501 South Street, 2 nd Floor Bow, NH 03304	
1.5 Contractor Phone Number 603-573-3300	1.6 Account Number 072-50057542140614	1.7 Completion Date February 29, 2016	1.8 Price Limitation \$54,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jonathan Stewart, Regional Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>2/17/16</u> the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary Public DEBRA L. LOVE, Notary Public My Commission Expires October 16, 2018		DEBRA L. LOVE, Notary Public My Commission Expires October 16, 2018	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY Ann Cooney ASSOCIATE COMMISSIONER	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6/8/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: AI
Date: 2-17-15

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: AS
Date: 2-17-15

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to all Services

- 1.1 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 Service(s) described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith.
- 1.2 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

2. Services to be Provided

The Contractor shall provide services to juvenile court diversion programs, policymakers and stakeholders, and the Department of Health and Human Services to improve the efficacy, evaluation and sustainability of juvenile court diversion programs statewide by continuing Center for Excellence business operations, which include but are not limited to, educating stakeholders and policymakers on juvenile court diversion efficacy, core elements and best practices. The Contractor shall:

- 2.1 Engage stakeholders on juvenile diversion efficacy, core elements and best practices in order to expand the reach of diversion programming to underserved areas. The Contractor shall, at a minimum:
 - 2.1.1 Initiate contact and conduct interviews with juvenile court diversion programs including those programs that are not accredited by the Circuit Court or involved with the New Hampshire Juvenile Court Diversion Network to determine program structure, challenges, successes and sustainability. The Contractor, at a minimum, shall:
 - 2.1.1.1 Make initial contact by telephone with administrators, or designees, of the juvenile court diversion programs to schedule interviews.
 - 2.1.1.2 Schedule interviews that accommodate the needs and availability of the juvenile court diversion program(s). This may include, but is not limited to, face-to-face interviews, scheduled group discussions, interviews by telephone, or on-line interviews.
 - 2.1.1.3 Obtain information about juvenile court diversion program components, data collection efforts, referral processes, program evaluation efforts, and financial sustainability efforts by using site visit protocols developed by the Contractor in 2012.
 - 2.1.1.4 Document information obtained from interviews described in Section 2.1.1 in order to compile reports and materials to educate stakeholders.

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Exhibit A

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- 2.1.2 Share information obtained in Section 2.1.1 at monthly meetings described in Section 2.3.2.
 - 2.1.3 Provide guidance to local communities on the fundamental core elements and best practices of juvenile court diversion programs.
 - 2.1.4 Update and distribute the NH Diversion map based on information gathered from stakeholder contact.
 - 2.2 Work with state and local agencies to determine areas throughout the state that may benefit from establishing a local juvenile court diversion program. The Contractor shall:
 - 2.2.1 Initiate contact with local government officials, or designees, to schedule meetings as appropriate, with stakeholders identified by the government officials, or designees, in order to determine the feasibility of establishing a local juvenile court diversion program.
 - 2.2.2 Work to increase community buy-in for establishing a local juvenile court diversion program by providing guidance on core elements, program standards, best practices and sustainable funding options.
 - 2.3 Engage policymakers and other stakeholders in a collaborative strategic planning process to develop a sustainable juvenile court diversion system. The Contractor shall:
 - 2.3.1 Coordinate Diversion Strategic Planning Committee meetings that will allow for collaboration between local organizations, governmental policymakers, and other juvenile justice stakeholders. The Contractor, at a minimum, shall:
 - 2.3.1.1 Secure meeting locations.
 - 2.3.1.2 Create meeting agendas that will include reporting interview activities conducted Section 2.1.1.
 - 2.3.1.3 Provide a copy of each agenda to each invitee.
 - 2.3.1.4 Ensure invitees represent a cross section of local, county and state stakeholders.
 - 2.3.1.5 Record attendance and meeting minutes.
 - 2.3.1.6 Disseminate minutes either by hardcopy and/or by electronic posting to meeting attendees, and other stakeholders as appropriate.
 - 2.3.2 Attend and contribute to monthly and annual New Hampshire Juvenile Court Diversion Network meetings.
 - 2.3.3 Solicit feedback from providers to inform the development of data collection tools.
 - 2.4 Assist the New Hampshire Juvenile Court Diversion Network and local juvenile court diversion programs in writing policy that includes core elements, best practices and state standards for operating juvenile court diversion programs.



Exhibit A

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- 2.5 Broaden stakeholder knowledge on program standards, best-practices, and sustainable funding options by being a repository for information regarding juvenile court diversion programs.
- 2.6 Assist the New Hampshire Juvenile Court Diversion Network with securing representation on boards and/or teams that deal with juvenile mental illness issues, drug and alcohol addiction issues, or other juvenile behavior issues to ensure juvenile court diversion programs are represented on these boards and/or teams. At a minimum, the Contractor shall:
- 2.6.1 Research boards and/or teams that exist at the local community level that deal with juvenile mental illness issues, drug and alcohol addiction issues or other juvenile behavior issues. This includes, but is not limited to, receiving detailed lists from juvenile diversion court programs that identify all boards, organizations and associations in the juvenile court diversion program service area.
 - 2.6.2 Provide the information obtained in Section 2.7.1 to the New Hampshire Juvenile Court Diversion Network, both electronically and by hard copy.
 - 2.6.3 Present opportunities for boards and/or teams described in Section 2.7.1 to be represented at the New Hampshire Juvenile Court Diversion Network meetings.
 - 2.6.4 Offer training to New Hampshire Juvenile Court Diversion Network members on how to represent the New Hampshire Juvenile Court Diversion Network interests at other board/team meetings, as described in Section 2.7.1.
- 2.7 Research local, state and national best practices and recommend adoption of best practice reporting methods in order to minimize instances of a single youth entering multiple juvenile court diversion programs. The Contractor shall:
- 2.7.1 Review local, state and national literature on juvenile court diversion plans and programs that successfully report and share information regarding juvenile court diversion youth enrollment.
 - 2.7.2 Conduct outreach activities to other professional juvenile court diversion networks and coordinators to identify best practice reporting methods.
 - 2.7.3 Make recommendations to juvenile court diversion programs for improving reporting methods.
 - 2.7.4 Research approaches of juvenile court diversion programs in New Hampshire to determine the cost-benefit and efficacy of each.
 - 2.7.5 Examine current juvenile court diversion programs to identify gaps in services, common challenges and barriers.
- 2.8 Develop a monitoring and evaluation plan to collect program-level process data to inform local and statewide diversion efforts. The Contractor shall:



Exhibit A

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- 2.8.1 Facilitate a half-day summit with the New Hampshire Juvenile Court Diversion Network members to define data needs and inform the design of data collection protocols.
 - 2.8.2 Develop the data collection systems and tools that will be used to collect program-level data.
 - 2.8.3 Obtain signed inter-agency data sharing agreements for all providers agreeing to contribute to the aggregate data set and recidivism study.
 - 2.9 Establish data collection protocols through collaboration with the NH Circuit Courts and the New Hampshire Juvenile Court Diversion Network that will protect the privacy and confidentiality of participants. The Contractor shall:
 - 2.9.1 Develop a Memorandum of Understanding (MOU) with the NH Circuit Courts to establish a data sharing and reporting protocol for a 1- and 3-year recidivism study of youth who successfully complete a diversion program.
 - 2.9.2 Fully execute the MOU described in Section 2.9.1.
 - 2.9.3 Develop an inter-agency data use agreement for the transfer of data between participating agencies and the Circuit Court for a 1- and 3-year recidivism study of youth who successfully complete a diversion program.
 - 2.9.4 Fully execute the inter-agency data agreements described in Section 2.9.3.
 - 2.9.5 Provide technical assistance and guidance for agencies to understand the risks and benefits of participating in the recidivism study.
 - 2.10 Conduct a 1- and 3-year recidivism study to determine the impact of diversion programming on participants. The Contractor shall:
 - 2.10.1 Compile an aggregate list of participant completers that includes information such as name, date of birth, date of diversion program completion and program ID.
 - 2.10.2 Transfer information in Section 2.10.1 to the Data Specialist.
 - 2.10.3 Collect and analyze recidivism study information and report results to participating diversion programs and the NH Circuit Court.
 - 2.10.4 Provide a written report of the final recidivism study results to the DHHS, the New Hampshire Juvenile Court Diversion Network and the NH Circuit Courts.
 - 2.11 Develop strategies to address service gaps by identifying areas of the State where youth are potentially being underserved. The Contractor shall:
 - 2.11.1 Develop a template form to collect basic census data for program catchment areas.
 - 2.11.2 Identify programs that have over- or under-representation of a particular segment of the population.



Exhibit A

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- 2.11.3 Provide technical assistance and resources for diversion programs to use in order to address service gaps at the local level.
 - 2.11.4 Advise the New Hampshire Juvenile Court Diversion Network leadership regarding strategies used in other organizations or states to address similar service gaps.
 - 2.12 Provide support to juvenile court diversion programs to help educate and build collaborative relationships with schools and law enforcement. The Contractor shall:
 - 2.12.1 Document the number of accredited diversion programs that have MOUs with school/law enforcement.
 - 2.12.2 Provide access to supporting materials for programs to use in order to help inform the community and partners about court diversion.
 - 2.13 Identify potential local, federal and foundational funding sources available to help sustain and support local juvenile court diversion programs. The Contractor shall:
 - 2.13.1 Research additional local, federal and foundational funding sources that may be available to specifically fund juvenile court diversion program operations.
 - 2.13.2 Report potential funding sources identified in Section 2.12.1 to juvenile court diversion program stakeholders during monthly meetings described in Section 2.3.1.

3. Reporting Requirements

- 3.1 The Contractor shall provide quarterly reports to the Division for Children, Youth and Families that include, but are not limited to:
 - 3.1.1 A summary of stakeholder activities conducted in Section 2. The narrative shall include, but not be limited to:
 - 3.1.1.1 Descriptions of activities performed that indicate dates and times, as well as specific contacts made.
 - 3.1.1.2 Barriers and challenges experienced by the Contractor during the quarter.
 - 3.1.1.3 The Contractor's plan to address barriers and challenges in Section 3.1.1.2 for the next quarter.
 - 3.1.1.4 A summary of advisory board/teams researched and presented to the New Hampshire Juvenile Court Diversion Network described in Section 2.7.
- 3.2 Quarterly reports in Section 3.1 shall be due as follows:
 - 3.2.1 April 30th for all activities performed from January 1st through March 31st of the current year.



Exhibit A

-
- 3.2.2 July 31st for all activities performed from April 1st through June 30th of the current year.
 - 3.2.3 October 31st for all activities performed from July 1st through September 31st of the current year..
 - 3.2.4 January 31st for all activities performed from October 1st through December 31st of the previous year.

4. Requirements of Delivery of Services

- 4.1 In addition to the reporting requirements specified in Section 3 the Contractor shall, at minimum:
 - 4.1.1 Conduct a minimum of thirteen (13) interviews described in Section 2.1.1.
 - 4.1.2 Provide a current Court Diversion map described in Section 2.1.4 to the Department within six (6) months from the contract effective date and within twelve (12) months from the contract effective date.
 - 4.1.3 Facilitate a minimum of twelve (12) meetings described in Section 2.3.2.
 - 4.1.4 Coordinate a minimum of 6 Diversion Strategic Planning Committee meetings described in Section 2.3.1.
 - 4.1.5 Provide a minimum of two (2) trainings to the New Hampshire Juvenile Court Diversion Network that focus on how to represent interests at board, organization, or association meetings, as described in Section 2.6.
 - 4.1.6 Fully execute MOUs and inter-agency data agreements described in Section 2.9 no later than July 1, 2015.
 - 4.1.7 Complete the recidivism study described in Section 2.10 no later than December 31, 2015.
 - 4.1.8 Develop the template form in Section 2.11.1 within 30 days from the Contract effective date.



Exhibit B

Method and Conditions Precedent to Payment

This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #16.540, U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

1. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1 and B-2.
3. Payment for services shall be made as follows:
 - 3.1. The Contractor shall submit quarterly reports as specified in Exhibit A, Scope of Services, Sections 3, with an invoice for reimbursement of actual expenses incurred during the quarter, for a total of four (4) invoices per year. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.2. Invoices and reports identified in Section 3.1 must be submitted to:

Pamela Sullivan
Juvenile Justice Specialist
NH Department of Health and Human Services
Division for Children, Youth and Families
1056 North River Road
Manchester, NH 03104
4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Section 3.
5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
6. 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.
7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
8. Notwithstanding paragraph 18 of 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-2

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

Bidder/Program Name: JSI Research and Training Institute, Inc. db/a Community Health Institute
NH Juvenile Court Diversion Center of Excellence -- Year 3
Budget Request for: SAG Prevention Services for the Community

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

1. Total Salary/Wages	\$ 19,119.24	\$ 2,221.69	\$ 21,340.93	\$ -	\$ -	\$ 19,119.24	\$ 2,221.69	\$ 21,340.93
2. Employee Benefits	\$ 7,265.31	\$ -	\$ 7,265.31	\$ -	\$ -	\$ 7,265.31	\$ -	\$ 7,265.31
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 191.19	\$ -	\$ 191.19	\$ -	\$ -	\$ 191.19	\$ -	\$ 191.19
Repair and Maintenance	\$ 191.19	\$ -	\$ 191.19	\$ -	\$ -	\$ 191.19	\$ -	\$ 191.19
Purchase/Depreciation	\$ 191.19	\$ -	\$ 191.19	\$ -	\$ -	\$ 191.19	\$ -	\$ 191.19
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical Office	\$ 955.96	\$ -	\$ 955.96	\$ -	\$ -	\$ 955.96	\$ -	\$ 955.96
6. Travel	\$ 734.41	\$ -	\$ 734.41	\$ -	\$ -	\$ 734.41	\$ -	\$ 734.41
7. Occupancy	\$ 1,911.92	\$ -	\$ 1,911.92	\$ -	\$ -	\$ 1,911.92	\$ -	\$ 1,911.92
8. Current Expenses	\$ -	\$ 952.14	\$ 952.14	\$ -	\$ -	\$ -	\$ 952.14	\$ 952.14
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ 191.19	\$ -	\$ 191.19	\$ -	\$ -	\$ 191.19	\$ -	\$ 191.19
Audit and Legal	\$ 191.19	\$ -	\$ 191.19	\$ -	\$ -	\$ 191.19	\$ -	\$ 191.19
Insurance	\$ 191.19	\$ -	\$ 191.19	\$ -	\$ -	\$ 191.19	\$ -	\$ 191.19
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ 267.67	\$ -	\$ 267.67	\$ -	\$ -	\$ 267.67	\$ -	\$ 267.67
Marketing/Communications	\$ 191.19	\$ -	\$ 191.19	\$ -	\$ -	\$ 191.19	\$ -	\$ 191.19
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
13. Meeting Costs	\$ 233.33	\$ -	\$ 233.33	\$ -	\$ -	\$ 233.33	\$ -	\$ 233.33
14. Indirect	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 41,826.17	\$ 3,173.83	\$ 45,000.00	\$ -	\$ -	\$ 41,826.17	\$ 3,173.83	\$ 45,000.00

Indirect As A Percent of Direct 7.6%



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;

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- 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

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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

4



- 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.

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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.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name: JSI Research & Training Institute, Inc.
d/b/a Community Health Institute

Name: Jonathan Stewart
Title: Regional Director

2-17-15

Date



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

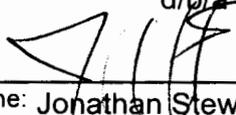
The undersigned certifies, to the best of his or her knowledge and belief, that:

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-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: JSI Research & Training Institute, Inc.
d/b/a Community Health Institute

2-17-15
Date


Name: Jonathan Stewart
Title: Regional Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: JSI Research & Training Institute, Inc.
d/b/a Community Health Institute

2-17-15
Date


Name: Jonathan Stewart
Title: Regional Director



**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

A handwritten signature in black ink, appearing to be a stylized 'S' or similar character.

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: JSI Research & Training Institute, Inc.
d/b/a Community Health Institute

2-17-15
Date

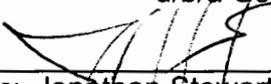

Name: Jonathan Stewart
Title: Regional Director

Exhibit G

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

Contractor Initials 



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: JSI Research & Training Institute, Inc.
d/b/a Community Health Institute

2-17-15
Date

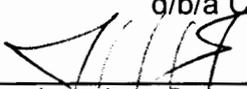

Name: Jonathan Stewart
Title: Regional Director



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.



Exhibit I

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

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

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

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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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

<u>N.H.D.H.H.S</u>	JSI Research & Training Institute, Inc. d/b/a
The State	<u>Community Health Institute</u>
	Name of the Contractor
<u>Mary Ann Cooney</u>	<u>[Signature]</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>MARY ANN COONEY</u>	Jonathan Stewart
Name of Authorized Representative	Name of Authorized Representative
<u>Assoc. Commissioner</u>	Regional Director
Title of Authorized Representative	Title of Authorized Representative
<u>5/18/15</u>	2-17-15
Date	Date



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

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

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

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

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

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

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

Contractor Name: JSI Research & Training Institute, Inc.
d/b/a Community Health Institute

2-17-15

Date


Name: Jonathan Stewart
Title: Regional Director



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: 04-2679824

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 X 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 X YES

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

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

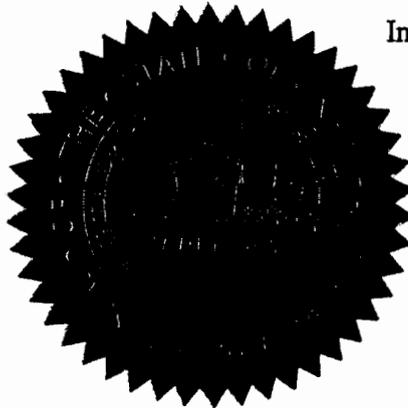
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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 Community Health Institute is a New Hampshire trade name registered on March 29, 2007 and that JSI RESEARCH AND TRAINING INSTITUTE, INC. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of April, A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Joel H. Lamstein, of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute, do hereby certify that:

1. I am the duly elected President of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute;
2. By Unanimous Consent in Writing of the Board of Directors in Lieu of the 2008 Annual Meeting, the following is true copy of one resolution duly adopted by the Board of Directors of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute, duly dated October 24, 2008;

RESOLVED: Appointment of Jonathan Stewart as Director of the Community Health Institute with the authority to enter into contracts and agreements binding the Corporation.

3. I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of February 17, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the JSI Research & Training Institute, Inc., d/b/a Community Health Institute this 17th day of February, 2015.



Joel H. Lamstein, President

STATE OF New Hampshire
COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 17th day of February, 2015 by Joel H. Lamstein.



Notary Public/Justice of the Peace
My Commission Expires: _____ **DEBRA L. LOVE, Notary Public**
My Commission Expires October 16, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/11/2015

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.

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.

PRODUCER: Mason & Mason Technology Insurance Services, Inc. CONTACT NAME: Judy Yeary. INSURER(S) AFFORDING COVERAGE: Federal Insurance Company, Executive Risk Indemnity.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Directors & Officers.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) It is understood and agreed that the State of New Hampshire Department of Health and Human Services is included as an additional insured as respects general liability as required by written contract per the terms and conditions of the policy.

CERTIFICATE HOLDER CANCELLATION

Certificate holder: State of New Hampshire Department of Health and Human Services. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

JSI Research and Training

Mission Statement

JSI Research and Training Institute was incorporated in 1987 as a 501©3 non-profit organization in the Commonwealth of Massachusetts. Our mission is to alleviate public health problems both in the United States and in developing countries around the world through applied research, technical assistance and training. JSI maintains offices in Boston, Massachusetts; Washington, D.C.; Denver, Colorado and Concord, New Hampshire; as well as seven overseas offices in developing nations. Since its inception, JSI has successfully completed more than 400 contracts in the health and human service fields.

Community Health Institute

Mission Statement

The Community Health Institute's mission is to support and strengthen New Hampshire's health care system by providing coordinated information dissemination and technical assistance resources to health care providers, managers, planners, and policy makers, statewide. Our success translates into improved access to quality health and social services for all New Hampshire residents.

**JSI RESEARCH AND TRAINING INSTITUTE, INC.
AND
AFFILIATE**

**Audited Consolidated Financial Statements and Reports
Required by Government Auditing Standards and OMB Circular A-133**

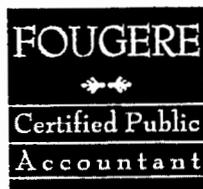
September 30, 2013

**JSI Research and Training Institute, Inc. and Affiliate
September 30, 2013**

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NORMAN R. FOUGERE, JR. CPA
99 HERITAGE LANE
DUXBURY, MA 02332-4334



PHONE: 781-934-0460
FAX: 781-934-0606

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
JSI Research and Training Institute, Inc. and Affiliate

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of JSI Research and Training Institute, Inc. and Affiliate (both non-profit organizations), which comprise the consolidated statement of financial position as of September 30, 2013, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated 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 consolidated financial statements referred to above present fairly, in all material respects, the financial position of JSI Research and Training Institute, Inc. and Affiliate as of September 30, 2013, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated March 17, 2014, on our consideration of JSI Research and Training Institute, Inc. and its affiliate's internal control over financial reporting and on our tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit

performed in accordance with *Government Auditing Standards* in considering JSI Research and Training Institute, Inc. and its affiliate's internal control over financial reporting and compliance.

A handwritten signature in black ink, appearing to read "Thomas R. Fongue, CPA". The signature is written in a cursive style with a large initial 'T' and 'F'.

Duxbury, Massachusetts
March 17, 2014

JSI Research and Training Institute, Inc. and Affiliate
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
September 30, 2013

	2013
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 40,491,257
Receivables for program work	5,530,251
Loans receivable	330,711
Field advances - program	2,855,789
Employee advances	181,854
Prepaid expenses	3,864
Total Current Assets	49,393,726
Property and Equipment:	
Furniture and equipment	625,102
Leasehold improvements	30,355
	655,457
Less: Accumulated depreciation	(585,250)
Net Property and Equipment	70,207
Other Assets	
	80,198
TOTAL ASSETS	\$ 49,544,131
 LIABILITIES AND NET ASSETS	
Current Liabilities:	
Accounts payable and payroll withholdings	\$ 4,013,743
Accrued vacation	1,456,613
Advances for program work	24,753,370
Loans payable	-
Notes payable	-
Contingencies	-
Total Current Liabilities	30,223,726
Net Assets:	
Unrestricted	19,315,405
Temporarily restricted	5,000
Total Net Assets	19,320,405
TOTAL LIABILITIES AND NET ASSETS	\$ 49,544,131

See notes to consolidated financial statements.

JSI Research and Training Institute, Inc. and Affiliate
CONSOLIDATED STATEMENT OF ACTIVITIES
Year Ended September 30, 2013

	2013
UNRESTRICTED NET ASSETS:	
Public Support and Revenue	
Public Support:	
Government grants and contracts:	
U.S. Government	\$ 151,661,231
Commonwealth of Massachusetts	5,293,338
Other grants and contracts	40,181,675
Program income	125,762
Contributions	261,260
In kind project contributions	10,537,825
Interest income	47,775
Total Unrestricted Support and Revenue	208,108,866
 Expenses	
Program Services:	
International programs	171,082,230
Domestic programs	12,226,257
Total Program Services	183,308,487
Supporting Services:	
Management and General	21,788,613
Fundraising	219,210
Total Supporting Services	22,007,823
Total Expenses	205,316,310
 Increase (Decrease) in Unrestricted Net Assets	2,792,556
 Net Assets at Beginning of Year	16,527,849
 Net Assets at End of Year	\$ 19,320,405

See notes to consolidated financial statements.

JSI Research and Training Institute, Inc. and Affiliate
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
Year Ended September 30, 2013

	PROGRAM SERVICES			SUPPORTING SERVICES			TOTAL EXPENSES
	International Programs	Domestic Programs	Total	Management And General	Fundraising	Total	
Salaries	\$ 18,109,419	\$ 6,124,528	\$ 24,233,947	\$ 4,978,668	\$ 148,767	\$ 5,127,435	\$ 29,361,382
Consultants	10,904,636	3,112,850	14,017,486	1,129,284	20,269	1,149,553	15,167,039
Cooperating National Salaries	25,215,846	-	25,215,846	394,291	-	394,291	25,610,137
Travel	10,045,652	536,038	10,581,690	625,268	(168)	625,100	11,206,790
Allowance & Training	6,019,126	2,247	6,021,373	268,858	-	268,858	6,290,231
Sub-contracts	38,240,080	1,148,501	39,388,581	-	37	37	39,388,618
Equipment, Material and Supplies	4,426,228	53,801	4,480,029	313,936	920	314,856	4,794,885
Other Costs	47,583,418	1,248,292	48,831,710	14,066,276	49,385	14,115,661	62,947,371
In-kind project expenses	10,537,825	-	10,537,825	-	-	-	10,537,825
Depreciation	-	-	-	12,032	-	12,032	12,032
TOTAL EXPENSE	\$ 171,082,230	\$ 12,226,257	\$ 183,308,487	\$ 21,788,613	\$ 219,210	\$ 22,007,823	\$ 205,316,310

See notes to consolidated financial statements.

JSI Research and Training Institute, Inc. and Affiliate
CONSOLIDATED STATEMENT OF CASH FLOWS
Year Ended September 30, 2013

	2013
Cash Flows From Operating Activities:	
Increase (Decrease) in net assets	\$ 2,792,556
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	12,032
(Increase) Decrease in receivables for program work	(2,979,106)
(Increase) Decrease in loans receivable	(330,711)
(Increase) Decrease in field advances - program	(706,652)
(Increase) Decrease in employee advances	3,766
(Increase) Decrease in other assets - deposits	762
Increase (Decrease) in accounts payable and payroll withholdings	1,203,439
Increase (Decrease) in accrued vacation	93,070
Increase (Decrease) in advances for program work	2,883,650
Net Cash Provided (Used) By Operating Activities	2,972,806
 Cash Flows From Investing Activities:	
Acquisition of property and equipment	(34,047)
Net Cash Provided (Used) By Investing Activities	(34,047)
 Cash Flows From Financing Activities:	
Proceeds from loans payable	2,910,553
Payments of loans payable	(3,395,271)
Net Cash Provided (Used) By Financing Activities	(484,718)
 Net Increase (Decrease) in Cash and Cash Equivalents	2,454,041
 Cash and Cash Equivalents at Beginning of Year	38,037,216
 Cash and Cash Equivalents at End of Year	\$ 40,491,257

See notes to consolidated financial statements.

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
September 30, 2013

NOTE 1 – ORGANIZATION AND NATURE OF ACTIVITIES

JSI Research and Training Institute, Inc. is the sole member of World Education, Inc. (Affiliate) with such powers as are typically accorded to a sole member including the power of appointment and removal of the World Education, Inc. board of trustees, the right to approve amendments to the bylaws and certificate of incorporation of World Education, Inc., and the right to approve any merger, consolidation, dissolution or transfer of substantial assets of World Education, Inc.

JSI Research and Training Institute, Inc. was incorporated in the Commonwealth of Massachusetts on April 11, 1979. JSI Research and Training Institute, Inc. provides education and research primarily to non-profit health and human service agencies both in the United States and abroad. Current funding is principally from the United States Agency for International Development and the United States Department of Health and Human Services (HHS).

World Education, Inc. (Affiliate) was founded in 1951 and incorporated in the state of New Jersey. Working in partnership with community, national, and international agencies in Asia, Africa, and the United States, it provides professional assistance in the design and implementation of non-formal adult education programs. These programs integrate functional education with relevant problem-solving aspects of individual growth and national development such as health, nutrition, family planning, childcare, refugee education, agricultural practices, literacy, and income generation.

JSI Research and Training Institute, Inc. and its affiliate are tax exempt organizations under 501 (c) (3) of the Internal Revenue Code and file separate unconsolidated tax returns.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of JSI Research and Training Institute, Inc. and World Education, Inc., its affiliate, (collectively referred to as the Organization). Significant intra-entity accounts and transactions have been eliminated in consolidation.

Basis of Accounting

The consolidated financial statements of the Organization have been prepared utilizing the accrual basis of accounting and include the accounts of JSI Research and Training Institute, Inc. and its affiliate in conformity with accounting principles generally accepted in the United States of America.

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO FINANCIAL STATEMENTS - CONTINUED
September 30, 2013

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Use of Estimates

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

Fair Value

The Organization values its qualifying assets and liabilities under a fair value hierarchy that prioritizes the inputs and assumptions used to measure fair value. The hierarchy consists of three broad levels: Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and liabilities and have the highest priority, Level 2 inputs consist of observable inputs other than quoted prices for identical assets, and Level 3 inputs have the lowest priority. The Organization uses appropriate valuation techniques based on the available inputs to measure the fair value of its assets and liabilities. When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value.

Cash and Cash Equivalents

The Organization considers all monies in banks and highly liquid investments with maturity dates of three months or less to be cash equivalents. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

Investments

Investments in marketable securities with readily determinable fair values and all investments in debt securities (marketable investments) are measured at fair values based on quoted market prices in the consolidated statement of financial position. Unrealized gains and losses are included in the statement of activities.

Property and Equipment

Property and equipment is reported on the basis of cost less accumulated depreciation. Acquisitions of property and equipment in excess of \$1,500 are capitalized. Depreciation is computed using the straight-line method calculated to extinguish the book value of the respective assets over their estimated useful lives (5 - 7 years) of the related assets.

Revenue Recognition

Unrestricted and restricted contributions are recognized as revenue at the date the pledge is made or the gift is received, whichever is earlier. Revenue from cost reimbursement contracts and grants is recorded as the related expenditures are incurred.

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO FINANCIAL STATEMENTS - CONTINUED
September 30, 2013

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. Contributions are reported as temporarily restricted support and are then reclassified to unrestricted net assets upon expiration of the time restriction. Temporarily restricted support, whose restrictions are met in the same reporting period, is shown as unrestricted support.

Donated Materials and Services

Donated materials and services are recorded as in kind project contributions at their estimated fair market value as of the date of receipt and as an expense in the accompanying consolidated statement of activities. Donated services are recognized if the services received create or enhance non-financial assets or require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation.

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation as described in Section 509. Accordingly, no provision for income taxes is included in the accompanying consolidated financial statements.

The Organization has evaluated its tax positions and believes that there would be no material changes to the results of its operations or financial position as a result of an audit by the applicable taxing authorities, federal or state. The Organization has filed all of its known and required returns in a timely manner including as permitted allowed extensions. Following administrative practice of the taxing authorities, the tax years 2010, 2011, 2012 and 2013, remain open years subject to examination and review.

JSI Research and Training Institute, Inc. and World Education, Inc. (Affiliate) file separate unconsolidated tax returns. JSI Research and Training Institute, Inc. files tax returns based on a September 30th year end and its affiliate files tax returns based on a June 30th year end.

Functional Allocation of Expenses

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

Financial Statement Presentation

In accordance with accounting principles generally accepted in the United States of America, the Organization reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets based upon the existence or absence of donor imposed restrictions. For the

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO FINANCIAL STATEMENTS - CONTINUED
September 30, 2013

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

year ended September 30, 2013 there was no activity in temporarily restricted or permanently restricted net assets.

NOTE 3 – CONCENTRATION OF CREDIT RISK

The Organization maintains demand deposits and money market funds at financial institutions. At times, certain balances held in these accounts may not be fully guaranteed by the United States Government. The uninsured portions of cash and money market accounts are backed solely by the assets of the financial institution. Therefore, the failure of a financial institution could result in a financial loss to the Organization. However, the Organization has not experienced losses on these accounts in the past and management believes the risk of loss, if any, to be minimal.

NOTE 4 – INVESTMENTS

Fair Value

In accordance with accounting principles generally accepted in the United States of America, the Organization values its qualifying assets and liabilities under a fair value hierarchy that prioritizes the inputs and assumptions used to measure fair value. The three levels of the fair value hierarchy are as follows:

- Level 1 – Observable inputs that reflect unadjusted quoted prices in active markets for identical assets or liabilities at the measurement date.
- Level 2 – Inputs other than quoted prices in active markets that are observable for the asset either directly or indirectly, including inputs from markets that are not considered to be active.
- Level 3 – Unobservable inputs which reflect the Organization's assessment of the assumptions that market participants would use in pricing the asset or liability including assumptions about risk.

A qualifying asset or liability's level within the framework is based upon the lowest level of any input that is significant to the fair value measurement.

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO FINANCIAL STATEMENTS - CONTINUED
September 30, 2013

NOTE 4 – INVESTMENTS - continued

The following is a summary of fair values of investments which are measured on a recurring basis using Level 1 inputs as recorded in the Consolidated Statement of Financial Position at September 30, 2013:

Current assets:	
Cash and cash equivalents (invested)	\$ <u>22,195,838</u>
	<u>\$ 22,195,838</u>

No assets or liabilities were measured at Level 2 or Level 3.

The following schedule summarizes the investment return and its classification in the Consolidated Statement of Activities for the year ended September 30, 2013:

	<u>Unrestricted</u>
Interest income	\$ <u>47,775</u>
Total investment return	<u>\$ 47,775</u>

NOTE 5 – RECEIVABLES FOR PROGRAM WORK

Receivables for program work are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectable amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for doubtful accounts at September 30, 2013 was \$0.

Receivables for program work consist of the following at September 30, 2013:

U.S. Agency for International Development	\$ 1,964,024
Commonwealth of Massachusetts	827,417
Other - non-governmental	<u>2,738,810</u>
	<u>\$ 5,530,251</u>

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO FINANCIAL STATEMENTS - CONTINUED
September 30, 2013

NOTE 6 – LOANS RECEIVABLE

Loans receivable consist of various unsecured short-term loans, due on demand, from John Snow, Inc., a related party (See NOTE 17). No interest is charged on the loans. The loans receivable balance at September 30, 2013 is \$330,711.

NOTE 7 – PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION

Property and equipment and accumulated depreciation account balances are as follows:

	Cost	Accumulated Depreciation	Net
Furniture and equipment	\$ 625,102	\$ (559,557)	\$ 65,545
Leasehold Improvements	30,355	(25,693)	4,662
	\$ 655,457	\$ (585,250)	\$ 70,207

Depreciation expense was \$12,032 for the year ended September 30, 2013.

NOTE 8 – OTHER ASSETS

Other assets consist of the following at September 30, 2013:

Deposits	\$ 43,253
Artwork - donated	36,945
	\$ 80,198

NOTE 9 – ACCRUED VACATION

In accordance with formal policies, vacation was accrued at September 30, 2013 as follows:

JSI Research and Training Institute, Inc.	\$ 1,142,159
World Education, Inc. (Affiliate)	314,454
	\$ 1,456,613

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO FINANCIAL STATEMENTS - CONTINUED
September 30, 2013

NOTE 10 – ADVANCES FOR PROGRAM WORK

Advances for program work consist of the following at September 30, 2013:

U.S. Agency for International Development	\$ 3,151,531
U.S. Dept. of Health and Human Services	83,811
Other - non-governmental	<u>21,518,028</u>
	<u>\$ 24,753,370</u>

NOTE 11 – LOANS PAYABLE

Loans payable consist of various unsecured short-term loans, payable on demand, from John Snow, Inc., a related party (See NOTE 17). No interest is charged on the loans. The loans payable balance at September 30, 2013 is \$0.

NOTE 12 – NOTES PAYABLE

Citizens Bank

World Education, Inc. (Affiliate) has a revolving line of credit established February 3, 2004 with Citizens Bank of Massachusetts with a borrowing limit of up to \$500,000. The revolving line of credit was renewed on March 20, 2013. The loan is payable on demand. Interest is charged by utilizing a fluctuating rate based on the LIBOR (Advantage) rate plus 2.50%. The line of credit remains in effect until December 31, 2013 and annually thereafter contingent upon performance. The loan is collateralized by a first priority interest in all the assets of World Education, Inc. No funds were borrowed during the year and as a result, as of September 30, 2013, the outstanding balance is \$0 and no interest was incurred on this loan during the year ended September 30, 2013.

John Snow, Inc.

World Education, Inc. (Affiliate) has an unsecured revolving line of credit established September 1, 2007 with John Snow, Inc. (a related party) with a borrowing limit of up to \$1,000,000. The loan was renewed on July 1, 2013. Interest is charged by utilizing a fluctuating rate based on the current prime rate plus 0.25%. The loan is payable on demand and, in any event, on or prior to June 30, 2016. The loan is not collateralized. No funds were borrowed during the year and as a result, as of September 30, 2013, the outstanding balance is \$0. No interest was incurred on this loan during the year ended September 30, 2013. (See NOTE 17)

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO FINANCIAL STATEMENTS - CONTINUED
September 30, 2013

NOTE 13 – CONTINGENCIES

In accordance with the terms of its federal and state grants and contracts, the records of the Organization are subject to audit. The Organization is, therefore, contingently liable for any disallowed costs. Management believes that any adjustment, which might result from such an audit, would be immaterial.

JSI Research and Training Institute, Inc. is a co-borrower of a demand loan with no balance due at September 30, 2013. Management believes that the co-borrower is current on the loan and that its collateral exceeds the balance due. (See NOTE 17)

NOTE 14 – TEMPORARILY RESTRICTED NET ASSETS

At September 30, 2013, the Welthy Fisher Fund of World Education, Inc. is the beneficiary of an irrevocable life income trust agreement. Under the terms of the agreement, the donor will receive either a fixed percentage of the initial fair market value of the gift or the actual income earned by the trust. Upon the death of the donor, the funds are released to World Education, Inc. for its unrestricted use.

No assets were released from donor restriction by occurrence of events specified by the donor during the year ended September 30, 2013. The temporarily restricted net assets balance at September 30, 2013 is \$5,000.

NOTE 15 – SURPLUS REVENUE RETENTION

In accordance with the Massachusetts Division of Purchased Services (DPS) Regulation, 808 CMR 1.19 (3), a nonprofit provider of services is allowed to retain a portion of its excess of support and revenue over expenses in a fiscal year (the “surplus”). A nonprofit provider may retain as its surplus up to 5% of its total revenue from Commonwealth of Massachusetts purchasing agencies during any fiscal year. In addition, a nonprofit provider may retain a cumulative amount of surplus over a period of years not to exceed 20% of the prior year’s total support and revenue from Commonwealth of Massachusetts purchasing agencies and the cumulative surplus must be segregated as surplus retention net assets. A current year surplus which exceeds the 5% level or a cumulative surplus exceeding the 20% amount may be: 1) reinvested in program services as stipulated by the purchasing agencies; 2) recouped or; 3) used by the Commonwealth to reduce the price of future contracts.

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO FINANCIAL STATEMENTS - CONTINUED
September 30, 2013

NOTE 15 – SURPLUS REVENUE RETENTION - continued

The following summarizes the Company's calculation of the surplus for fiscal year 2013 and on a cumulative basis:

	<u>Surplus Retention Net Assets</u>	<u>Other Net Assets</u>	<u>Total Net Assets</u>
Beginning of Year	\$ 524,405	\$ 16,003,444	\$ 16,527,849
Current Year	<u>122,685</u>	<u>2,669,871</u>	<u>2,792,556</u>
End of Year	<u>\$ 647,090</u>	<u>\$ 18,673,315</u>	<u>\$ 19,320,405</u>

NOTE 16 – COMMONWEALTH OF MASSACHUSETTS

The following is a schedule of expenditures with the Commonwealth of Massachusetts:

Accrued (deferred) Revenue at October 1, 2012	\$ 653,636
Receipts	(5,119,557)
Disbursements/expenditures	<u>5,293,338</u>
Accrued (deferred) Revenue at September 30, 2013	<u>\$ 827,417</u>

NOTE 17 – RELATED PARTY TRANSACTIONS

John Snow, Inc.

JSI Research and Training Institute, Inc. (an exempt organization) and John Snow, Inc. (a non-exempt corporation) purchase consulting services from each other. Mr. Joel Lamstein is President and Director of both organizations, and is the sole stockholder of John Snow, Inc. The two companies bill each other at the same rates that they bill the federal and state governments. During the year ended September 30, 2013, John Snow, Inc. billed JSI Research and Training Institute, Inc. \$15,408,528 for consulting services (technical support). This amount is reflected under the program services-consulting line item on the statement of functional expenses. In addition, JSI Research and Training Institute, Inc. performed consulting services (technical support) for John Snow, Inc. totaling \$8,871,652.

The two companies also share facilities and pool various overhead expenses. For the year ended September 30, 2013, JSI Research and Training Institute, Inc. incurred \$15,551,582 of overhead expenses (supporting services), of which \$4,193,889 was its share of John Snow, Inc. incurred costs.

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO FINANCIAL STATEMENTS - CONTINUED
September 30, 2013

NOTE 17 – RELATED PARTY TRANSACTIONS - continued

JSI Research and Training Institute, Inc. is a co-borrower with John Snow, Inc. on a commercial demand loan-revolving line of credit with an expiration date of November 30, 2013, which allows for borrowings up to \$6,500,000. The loan is collateralized by a security agreement with a first position lien on all corporate assets of JSI Research and Training Institute, Inc. and John Snow, Inc. including assignment of promissory notes and security documents between the two companies. Interest is charged by utilizing a fluctuating rate based on LIBOR (Advantage) plus two percent (2.00%) payable monthly in arrears, which at September 30, 2013 was 2.2142%. At September 30, 2013, a balance of \$0 was outstanding on the loan. Management believes the loan payable will be extended, when due, under similar terms and conditions.

The Organization has various unsecured short-term loans receivable, due on demand, from John Snow, Inc. No interest is charged on the loans. The loans receivable balance at September 30, 2013 is \$330,711.

World Education, Inc. (Affiliate) has an agreement with John Snow, Inc. whereby John Snow, Inc. will provide administrative and technical support as deemed necessary by World Education, Inc.'s Board of Trustees. Transactions with John Snow, Inc. for the year ended September 30, 2013 are summarized as follows:

Administrative and technical support	\$ 673,546
Other direct charges (including rent of \$720,135)	<u>1,024,389</u>
	<u>\$ 1,697,935</u>

The agreement is on a year-to-year basis and can be terminated by either party upon ninety days written notice to the other.

World Education, Inc. provided services to John Snow, Inc. during the year ended September 30, 2014 totaling \$382,527 and was recorded as revenue in the consolidated statement of activities.

World Education, Inc. has an unsecured line of credit with John Snow, Inc. with a borrowing limit of up to \$1,000,000. (See Footnote 12)

Partnership for Supply Chain Management, Inc.

Partnership for Supply Chain Management, Inc. (PSCM) (an exempt organization) was incorporated on February 14, 2005 by JSI Research and Training Institute, Inc. and Management Sciences for Health, Inc.

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO FINANCIAL STATEMENTS - CONTINUED
September 30, 2013

NOTE 17 – RELATED PARTY TRANSACTIONS - continued

Partnership for Supply Chain Management, Inc. - continued

PSCM has been awarded a U.S. government contract to procure and deliver life-saving medicines and medical supplies to treat HIV/AIDS patients worldwide. The contract for the Supply Chain Management System project was awarded through the U.S. Agency for the International Development as part of the U.S. government's five-year, \$15 billion President's Emergency Plan for AIDS Relief.

Mr. Joel Lamstein, President and Director of JSI Research and Training Institute, Inc., is President and Director of PSCM.

During the year ended September 30, 2013, JSI Research and Training Institute, Inc. billed PSCM \$45,864,166 for services performed.

Other

The Organization has an agreement with a certain related company to purchase services. Transactions with this company were charged to sub-contracts expense and are as follows:

The Manoff Group, Inc. (a non-exempt corporation; 40% owned by John Snow, Inc.)	\$ 957,540
	<u>\$ 957,540</u>

NOTE 18 – RETIREMENT PLANS

JSI Research and Training Institute, Inc. has a defined contribution profit sharing/401(K) plan covering substantially all its employees. Employee contributions are voluntary. Employer contributions are based on a percentage (10% - 15% depending on length of service) of salary. The Plan was effective April 11, 1979. Pension expense was \$2,355,705 for the year ended September 30, 2013.

World Education, Inc. (Affiliate) provides retirement benefits to substantially all employees under a plan. World Education, Inc.'s contributions of 7 percent of employee salaries are used to purchase individual annuities. Additional voluntary contributions may be made by the employees. Participants of the plan are fully and immediately vested when contributions are made. Pension costs incurred by World Education, Inc. were \$335,395 in the year ended September 30, 2013.

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO FINANCIAL STATEMENTS - CONTINUED
September 30, 2013

NOTE 19 – COMMITMENTS

Operating Leases

The JSI Research and Training Institute, Inc. leases space for general offices under operating leases expiring from 2013 through 2018. The leases contain renewal options for periods of up to 5 years.

During the year ended September 30, 2013, rentals under long-term lease obligations were \$454,300. Future obligations over the primary terms of the Company's long-term leases as of September 30, 2013 are:

<u>Year Ended September 30,</u>	
2014	\$ 459,904
2015	469,786
2016	384,243
2017	258,901
2018	170,468
Thereafter	<u>-</u>
	<u>\$ 1,743,302</u>

World Education, Inc. (Affiliate) leases space for general offices on a year-to-year basis. Rent expense for the year ended September 30, 2013 was \$805,192

NOTE 20 – CONCENTRATION OF FUNDING

The Organization receives a majority of its funding through contracts and grants with various departments and agencies of the Federal government.

The Organization received 10% or more of its revenues and support from the following sources for the year ended September 30, 2013:

	<u>Income Received</u>	<u>% of Total Income</u>
U.S. Agency for International Development	\$ 97,666,087	46.93%
Partnership for Supply Chain Management, Inc.	<u>45,864,166</u>	<u>22.04%</u>
	<u>\$ 143,530,253</u>	<u>68.97%</u>

JSI Research and Training Institute, Inc. and Affiliate
NOTES TO FINANCIAL STATEMENTS - CONTINUED
September 30, 2013

NOTE 21 – IN KIND PROJECT CONTRIBUTIONS

The Organization receives donated materials and services consisting of commodities, facilities and equipment, and services for use in its programs from overseas collaborative private voluntary organizations and from foundations providing grants directly to a project. Donated materials and services totaled \$10,537,825 for the year ended September 30, 2013, and are reflected as In Kind Project Contributions on the Consolidated Statement of Activities and In Kind Project Expenses on the Consolidated Statement of Functional Expenses.

These contributions satisfy part of the matching requirements needed to obtain full funding on certain U.S. Agency for International Development grants. During the year ended September 30, 2013, the following donated materials and services received by the Organization have been used to fulfill matching requirements on active grants:

36346	Ethiopia SNL	\$ 307
36521	Uganda STAR-EC	2,398,751
36528	Nigeria Tship	6,076,103
36529	Ghana Focus	678,840
36662	Madagascar CBIHP	452,788
36697	SPRING	507,044
62304	Nepal	107,673
63068	Benin	121,832
63101	Senegal/Journalism	4,114
63114	Uganda	78,345
64024	Tanzania	105,520
64026	Uganda	2,318
64042	Uganda	4,179
64057	Zimbabwe	11
		<hr/>
		<u>\$ 10,537,825</u>

NOTE 22 – SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through March 17, 2014, the date on which the consolidated financial statements were available to be issued. During this period, there were no subsequent events that require adjustment to the consolidated financial statements.



Community Health Institute

JSI Research & Training Institute, Inc.
d.b.a Community Health Institute

501

South Street

Second Floor

Bow

New Hampshire

03304



Voice: 603.573.3300



Fax: 603.573.3301



A Division of

JSI Research & Training

Institute, Inc.

A Nonprofit Organization

Officers

<u>Name</u>	<u>Title</u>	<u>Term</u>
Joel H. Lamstein	President	2014 - 2015
Joel H. Lamstein	Treasurer	2014 - 2015
Patricia Fairchild	Clerk	2014 - 2015
Joanne McDade	Assistant Clerk	2014 - 2015

Board of Directors

<u>Name</u>	<u>Term</u>
Joel H. Lamstein	2014 – 2015
Patricia Fairchild	2014 – 2015
Herbert S. Urbach	2014 – 2015
Norbert Hirschhorn	2014 – 2015



New Hampshire's Public Health Institute

EDUCATION

UNIVERSITY OF NEW HAMPSHIRE, DURHAM
Bachelor of Arts, Politics and Society, 2012

EXPERIENCE

JSI d/b/a Community Health Institute, Bow, New Hampshire
Project Associate, March 2013 to present

NH Department Child Youth and Families, Juvenile Court Diversion Center for Excellence, March 2013 to present
Provide project support to the New Hampshire Division of Children, Youth and Families Bureau of Juvenile Justice to create the Juvenile Court Diversion Center for Excellence. The primary goal of this three-year project is to educate policymakers on: the efficacy of court diversion; the core elements and best practices of court diversion that are integral to efficacy; and best practice strategies to initiate and sustain court diversion programs in New Hampshire. JSI will use its experiences in public and community health improvement as well as technical experts from the field of practice in court diversion to conduct meetings with policymakers; develop effective manuals and materials for use in promoting, implementing and sustaining court diversion; institute communication channels and a technical assistance delivery system to support a learning community of practitioners; and through these efforts increase knowledge and action relative to expanded, effective court diversion practice in New Hampshire.

Manchester Department of Public Health, Manchester Neighborhood Health Improvement Strategy, June 2013 to present

Provide project support, facilitation, and logistics coordination to Manchester Department of Public Health in six community forums with community stakeholders and leaders in creation of a Neighborhood Health Improvement Strategy (NHIS). Summarization of Data, Data Collection, Support of data coding, and facilitation and support of NHIS conference.

NH Department of Public Health, Department of Health and Human Services, 2013 NH HIV Needs Assessment, August 2013 to present

Provide project support on project logistics, booking meetings, and meeting minutes. Support of creation content and document editing with regard to Resource Inventory section of the 2013 NH HIV Needs Assessment, under the direction of project director, and collaboration of JSI Boston during a two year period. Reporting of deliverables, and project updates to NHDHHS, Department of Public Health.

NH Department of Health and Human Services, Partnerships for Quitline Sustainability, Tobacco Prevention and Control Program, September 2013 to present

Provide logistics, meeting coordination, and general note taking support to the NH Quitline contract and subcontract meetings.

PRIOR EXPERIENCE

Office of Governor John Lynch-Office of Citizen Services, Concord, New Hampshire
Legislative Intern, 2012

Conducted data entry and analysis for the Office of Citizen Services in its role as constituent based support for policy initiatives. Tracked, cataloged, and reported on legislation of interest to the Governor and his policy staff, in both NH's House of Representatives, and Senate. Completed Capstone Research Project as part of the Internship on political gerrymandering and its political consequences over the next decade, with particular attention paid to NH Senate redistricting SB 201, and HB 592.

University of New Hampshire-Thompson School of Applied Science, Durham/Manchester, New Hampshire
Project Manager, 2010-2011

Acted as Project Manager on the Community Leadership program's warm clothing initiative, Warmth from the Millyard; a warm clothing donation match program for social service agencies and donors. Sole management of the project's largest donor, NH

Lions Club. Scope of work included oversight of Volunteer NH's online database for use in donation facilitation, coordination of events, and overall project support, and development for NH Lions donation of 10,000 plus warm clothing items. Secured NH Lions as a continued and indefinite donor. Worked as Project Support Liaison for Warmth's *Reading Makes a Difference Program*, which facilitated reading projects with 21st Century at-risk learners in two NH locations: Beech St. School, Manchester and Somersworth Youth Safe Haven, Somersworth, NH.

AFFILIATIONS

Membership Committee Co-Chair, New Hampshire Public Health Association, *August 2013-Present*

COMPUTER SKILLS

Proficient in Adobe Acrobat, Microsoft Office applications, and SPSS.

EDUCATION

SCHOOL OF THE MUSEUM OF FINE ARTS, BOSTON, MASSACHUSETTS
Graphic Design Certificate, December, 2008

BOSTON UNIVERSITY SCHOOL OF PUBLIC HEALTH, BOSTON, MASSACHUSETTS
M.P.H., Epidemiology, September, 1998

BOSTON UNIVERSITY SCHOOL OF SOCIAL WORK, BOSTON, MASSACHUSETTS
M.S.W., Macro Social Work, May, 1997

UNIVERSITY OF MASSACHUSETTS, AMHERST, MASSACHUSETTS
B.A., Social Thought and Political Economy, May, 1989

EXPERIENCE

Community Health Institute, Bow, New Hampshire

JSI, Boston, Massachusetts

Senior Consultant, November 1998 to present

Areas of technical expertise include: project management; needs assessment; program evaluation; survey research design and administration; technical assistance for program-level and client-level program implementation; all aspects of qualitative and quantitative data collection and management; grant writing, and report writing and dissemination. Content expertise includes evidence-base strategies to address substance abuse prevention and treatment; treatment drug courts; and prisoner reentry programs. These technical skills are complimented by extensive experience in graphic design with a focus on data visualization and health communication strategies.

Program Evaluation and Needs Assessment projects:

Current Projects:

New Hampshire Department of Children, Youth & Families – Juvenile Court Diversion Center for Excellence
Project Director – Lead the development of a Juvenile Court Diversion Center for Excellence which aims to educate policymakers on the efficacy; core elements and best practices; and best practice strategies to initiate and sustain court diversion programs.

Cheshire County – Cheshire County Drug Court

Project Director – Oversee the development of an evaluation protocol, data management systems and periodic evaluation reports for the SAMHSA/CSAT-funded Cheshire County Drug Court (CCDC). In parallel, implement a Department of Justice Bureau of Justice Assistance-funded cost-benefit analysis of the CCDC using the Transactional and Institutional Cost Analysis approach along with a quasi-experimental study design to compare outcome result between participants and comparable peers.

Keystone Hall – Family-Based Prisoner Substance Abuse Treatment Program

Evaluator – Development and implementation of a process and outcome evaluation plan and customized MS Access data collection system for a Bureau of Justice Assistance-funded trauma informed-treatment and re-entry case management program for incarcerated women in five New Hampshire county correctional facilities.

Institute for Health and Recovery – Project RENEW

Evaluation Advisor –SAMHSA/CSAT-funded Re-Entry Network for Empowering Women project (RENEW). Responsibilities include evaluation design, training of program staff in monitoring, evaluation and data reporting, and analysis and presentation of evaluation data.

Dover Youth to Youth – One Voice Youth Empowerment Model

Work with the Dover Youth to Youth, innovators of the One Voice Youth Empowerment Model, to establish evidence of program effectiveness. Evaluation enhancement efforts were funded by Center for Substance Abuse Prevention's Center for the Application of Prevention Technologies (CAPT) Service-to-Science program in preparation for submission to the National Registry of Evidence-base Programs and Practices (NREPP).

Community-Based Coalition Evaluation

Evaluator – Provide evaluation services for local substance abuse prevention coalitions and Drug-Free Community Grantees including evaluation plans, membership surveys, collecting and reporting national outcome measures using YRBS or comparable data sources, and local strategy/activity program evaluation.

Other Recent Projects:

Adolescent Substance Abuse Treatment – Seacoast Youth Services

Evaluator – Seacoast Youth Services OJJDP-funded Adolescent Substance Abuse Treatment program targeting high-risk youth and Project Adventure, a behavior modification program that uses proactive strategies to provide alternatives to high risk behaviors. Designed a utilization-focused evaluation plan and tools for multiple programs provided by SYS.

NH Tobacco & Obesity Policy Project

Evaluator for implementing high-impact public policy in the domains of licensed child care settings and public schools. TOPP evaluation activities included an annual needs assessment and survey of licensed childcare providers, evaluation of a 3-module training protocol, and an assessment of public school wellness policy adoption and implementation.

Assertive Adolescent Family Treatment – Cohort 2 & 3

Evaluator – SAMHSA/CSAT-funded Assertive Adolescent Family Treatment (AAFT-2 & -3) for Child & Family Services Adolescent Substance Abuse Treatment Program, a program designed to provide substance abuse treatment services New Hampshire adolescents in Merrimack, Hillsborough and western Rockingham counties.

NH Immunization Marketing

Evaluator for the NH Immunization Program health marketing campaign that identified priority audiences, best-practice outreach strategies, partner communication channels and effective educational outreach materials to advance the understanding of the health benefits of vaccines and immunizations.

Legacy Foundation Low Income Smokers

Evaluation and dissemination of an innovative 2-year pilot study designed to enroll low income smokers into smoking cessation quitlines through financial services or workplace transition educational settings using the Ask, Advise, Refer approach with current smokers and help them to identify the financial implications of smoking tobacco.

New Hampshire Strategic Prevention Framework State incentive Grant

Providing local evaluation services and technical support to two regional coalitions implementing the New Hampshire SPF-SIG assessment, planning and implementation process to address underage and binge drinking among youth and young adults in each region.

CAB Health and Recovery Services, Inc.

Evaluator – Provide evaluation and data management services for multiple SAMHSA/CSAT-funded substance abuse treatment and prevention programs including: MET/CBT-5; Essex County Juvenile Drug Court; Young Offenders Reentry Program; Women RISE; and Protect Encounter.

Youth Vision

Consultant – Conducted a needs assessment and gap analysis of youth between the ages of 16 to 25 who are currently, or at one time, received out-of-home care through the Manchester NH district office.

NH Fit WIC

Evaluation Consultant – Developed an evaluation plan for the New Hampshire Department of Health and Human Services, Nutrition and Health Promotion Section NH Fit WIC Program. Framed by a utilization-focused evaluation design that incorporated input from all stakeholders of the NH Fit WIC Program.

New Hampshire State Incentive Grant

Local Evaluator Liaison for three of twelve funded community coalitions funded under the State Incentive Program to implement evidence based models of substance abuse prevention with youth. Interventions range from school based educational, support and prevention programs to those focused on strengthening families. Responsible for assessment of the capacity of each coalition to implement an evaluation of prevention interventions.

Selected Environmental Health projects:

NH Environmental Public Health Tracking Program Data Utilization and Outreach Project

Project Director for the New Hampshire DHHS Environmental Public Health Tracking program to assess the current communication plan, evaluate the target audience needs, create a user feedback process and develop an outreach plan in order to increase the utilization on EPHT' electronic database and communication tools.

Prairie Grove Health Study

Project Director for study designed to assess current and historical health exposure and status of children diagnosed with cancer living in Prairie Grove, Arkansas. Ata collected included extensive residential, occupational and health histories of the children and families involved in a legal case against local chicken feed industry. The investigation was designed to review the higher than expected rates of childhood cancers which may be linked to exposure to inorganic arsenic found in chicken litter spread on farmland surrounding the town.

NH Environmental Public Health Tracking Program Planning

Project management for the New Hampshire DHHS Environmental Public Health Tracking program development of and implementation plan for a comprehensive tracking and surveillance system. Over seeing Advisory Council and workgroup coordination and facilitation, public health workforce assessment, environmental policy review, and one-day conference planning and facilitation.

New Hampshire Biomonitoring Planning Grant

Facilitator for the development of a plan for a human biomonitoring program for the New Hampshire Department of Health & Human Services, Office of Community and Public Health, Public Health Laboratories. Coordinated the Mercury Biomonitoring work group to develop and implement a human biomonitoring program for Mercury exposure among populations at risk in New Hampshire.

Mobile Bay Mercury Study

Project Director for study designed to determine if Mobile County residents have higher levels of mercury in their bodies and whether their exposure to mercury came from eating fish contaminated with mercury. The goals of the study are to verify previous findings of mercury contamination detected in the area and to determine if there is variation within the levels and rates of exposure to mercury across the county.

Weymouth Community Health Assessment

Project manager for Weymouth Community Needs Assessment designed to identify unmet health needs in the Town and devise a plan to decrease risk factors that are preventable for respiratory illness, mental illness, high risk behaviors, cardiovascular disease, home accidents, and potential environmental exposures from the South Weymouth Naval Air Station.

Toms River Health Status Assessment

Project Director for study designed to assess current and historical health status of children and mothers in Toms River, New Jersey by collecting extensive residential, occupational and health histories of families involved in a class action case against local industry. The investigation was designed to review the higher than expected rates of childhood cancers which were suspected of being linked to local industry and contamination of air as and water sources. Findings from this study contributed to a substantial settlement awarded to the families.

Cape Cod Women's Health Study

Coordination of survey research component of environmental and behavioral implications on breast cancer and disease prevalence on Cape Cod. Established remote office location in Hyannis where the telephone interviews are conducted. Interviewer recruitment, training and management, instrument design, implementation and data management between Hyannis and Boston office.

Selected Graphic Design projects:

Annual Public Health Conference Posters and Materials

New Hampshire Immunization Program

Prevention Research Center at Dartmouth

United Ways of the Greater Seacoast: State of the Seacoast Report

Delamano

Berkshire Medical Center Diabetes Education Brochure: Hospital to Home

Legacy Foundation Tobacco Education Training Manuals

Tools from the Field: Participant-Centered Techniques for Effective Training

New Hampshire Public Health Networks (NH PHN)

Creating Positive Change Coalition

Northern Strafford County Health and Safety Council

ASSOCIATIONS | BOARDS

National Association of Drug Court Professionals; American Evaluation Association, Amesbury Cultural Council.

COMPUTER SKILLS

Adobe CS6 Professional Suite: Illustrator, Photoshop, InDesign, Flash, Dreamweaver; MS Office Suite: Word, Excel, Publisher, Access; SPSS; Social Network Applications.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: JSI Research and Training Institute Inc. dba Community Health Institute

Name of Bureau/Section: State Advisory Group (SAG) Contract for Prevention Services with the State of NH

BUDGET PERIOD:		SFY 15		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Rachel Kohn	Project Director	\$90,000	4.07%	\$3,658.78
Sarah Moeckel	Project Support	\$42,000	4.95%	\$2,077.17
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$5,735.95

BUDGET PERIOD:		SFY 16		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Rachel Kohn	Project Director	\$92,700	11.14%	\$10,327.99
Sarah Moeckel	Project Support	\$43,260	15.90%	\$6,879.27
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$17,207.26

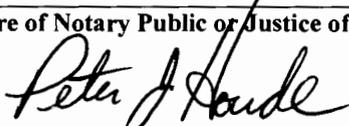
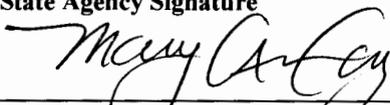
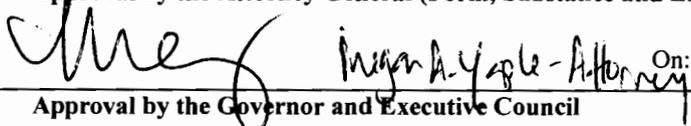
Subject: State Advisory Group (SAG Award for Prevention Services for the Community)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services Division for Children, Youth and Families		1.2 State Agency Address 1056 North River Road Manchester, NH 03104	
1.3 Contractor Name The Youth Council, Inc.		1.4 Contractor Address 112 West Pearl Street Nashua, NH 03060	
1.5 Contractor Phone Number (603) 889-1090 Ext. 315	1.6 Account Number 010-042-79060000-072-500575	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$45,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elizabeth G. Houde, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>2/3/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		MY COMMISSION EXPIRES FEB 28 2019	
1.13.2 Name and Title of Notary or Justice of the Peace PETER J. HOUDE			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cooney Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  - Attorney On: <u>6/9/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: ANA
Date: 2/3/15

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: RSB
Date: 2/3/15

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to all Services

1.1 For the purpose of this Contract, any reference to days shall be a reference to consecutive calendar days.

2. Services to be provided

The Contractor will assist minority youth up to age eighteen (18) and their families to access juvenile delinquency prevention and intervention services in order to reduce Disproportionate Minority Contact (DMC) in the Nashua area. The Contractor shall:

2.1 Facilitate a minimum of nine (9) monthly Nashua DMC committee meetings. The Contractor, at a minimum, shall:

2.1.1 Schedule one (1) meeting per month for a minimum of nine (9) months.

2.1.2 Draft agendas for each of the meetings, which must include reading and distributing the most recent State DMC committee meeting minutes received from the State DMC coordinator.

2.1.3 Provide a copy of each agenda to each DMC committee member no later than seven (7) days prior to the scheduled meeting.

2.1.4 Draft meeting minutes for each DMC committee meeting for approval at the following DMC committee meeting.

2.1.5 Edit meeting minutes in 2.2.4 in accordance with DMC committee members' corrections.

2.1.6 Distribute accepted meeting minutes to each DMC member either electronically or in hard copy form within two (2) days of the minutes being accepted or edited in accordance with Section 2.2.5.

2.2 Educate minority families on available local resources. The Contractor shall:

2.2.1 Distribute the 'Welcome to Nashua' resource brochure that describes activities available to youth up to age eighteen (18) and their parents in the Nashua area. The brochure shall be:

2.2.1.1 Available in English and Spanish.

2.2.1.2 Distributed to local schools, police departments, doctors' offices, and other appropriate venues that will ensure brochures are available and accessible to minority families.

2.2.2 Co-host local community events with local DMC partners in order to provide education and interaction among ethnic groups in Nashua. Community events will be designed to celebrate the different cultures, empower the different ethnic groups in Nashua.

2.2.3 Partner with the Big Brothers Big Sisters program and the New Hampshire Teen Institute to offer leadership programming to minority



Exhibit A

-
- youth through professionally supported one-to-one mentoring relationships.
- 2.2.4 Provide community engagement opportunities by enrolling youth in healthy activities offered by the Police Athletic League, Boys and Girls Club and Girls Incorporated, which includes participation in a variety of athletic, educational, recreational and enrichment programs.
 - 2.2.5 Increase collaboration between neighbors, law enforcement and local community-based organizations and/or providers. The Contractor shall:
 - 2.2.5.1 Coordinate park and neighborhood cleanups.
 - 2.2.5.2 Facilitate monthly meetings with community partners to ensure the needs of the community are being voiced and local agencies are addressing emerging needs.
 - 2.2.6 Collaborate with the Positive Street Art to provide educational workshops, community events and artistic services that build on the strengths of expression, diversity, community and family.
 - 2.2.7 Provide mentors who will aid in increasing educational opportunities for minority youth and assist youth in understanding and respecting different cultures.
- 2.3 Collaborating with other community agencies and juvenile court diversion programs. The Contractor shall:
- 2.3.1 Provide promotional information regarding contract services to the Center for Excellence and the NH Juvenile Court Diversion Network for informational purposes.
 - 2.3.2 Provide a detailed list of all boards, organizations, and associations that deal with juvenile mental illness issues, drug and alcohol addiction issues or other juvenile behavior issues in the Contractor's service area to the Center for Excellence and the NH Juvenile Court Diversion Network either by US mail or by e-mail. The detailed list shall include, but not be limited to, the name of the board, organization or agency, and its:
 - 2.3.2.1 Specialty.
 - 2.3.2.2 Telephone number.
 - 2.3.2.3 Mailing address.
 - 2.3.2.4 E-mail address.
 - 2.3.2.5 Website, if applicable.
 - 2.3.3 Contact the Center for Excellence to obtain state accepted best practices in juvenile court diversion program operations and reporting methods.
- 2.4 Provide samples of any marketing materials developed for promoting contracted services to the Center for Excellence and the Division for Children, Youth and Families (DCYF). The Contractor shall:



Exhibit A

- 2.4.1 Ensure marketing materials described in Section 2.6 are credited to the US Department of Justice, Office of Juvenile Justice and Delinquency Prevention.

3. Reporting Requirements

3.1 In addition to any reporting requirements in Section 2 the Contractor shall:

- 3.1.1 Provide quarterly reports, at minimum, to the Division for Children, Youth and Families that include, but are not limited to:

- 3.1.1.1 A narrative summary of activities conducted in Section 2. The summary shall include, but not be limited to:

- 3.1.1.1.1 Descriptions of activities conducted including but not limited to dates, times, duration and the number of participants in each activity.

- 3.1.1.1.2 Barriers and challenges experienced by the Contractor during the quarter.

- 3.1.1.1.3 A plan to address barriers and challenges in Section 3.1.1.1.2 for the next quarter.

- 3.1.1.2 Demographic information that includes, but is not limited to:

- 3.1.1.2.1 Number of youth served by race/ethnicity and gender.

- 3.1.1.2.2 Number of youth who successfully complete the programs in which they were enrolled.

- 3.1.1.2.3 Number of youth who terminated from a program prior to completion of all classes.

- 3.1.1.2.4 Number of youth who obtain a finding of true on an unrelated petition after being beginning a program.

- 3.1.1.2.5 Referral source.

- 3.1.1.2.6 Number of youth who participated in each program component.

- 3.1.2 Provide quarterly reports that include backup documentation listed in Section 3.1 detailing actual expenditures for approved contract related activities.

- 3.1.2.1 Quarterly reports shall be due as follows:

- 3.1.2.1.1 April 30th for all activities performed from January 1st through March 31st of the current year.

- 3.1.2.1.2 July 31st for all activities performed from April 1st through June 30th of the current year.

- 3.1.2.1.3 October 31st for all activities performed from July 1st through September 31st of the current year.



Exhibit A

3.1.2.1.4 January 31st for all activities performed from October 1st through December 31st of the previous year.

4. Requirements of Delivery of Services

4.1 In addition to the reporting requirements specified in Section 3, the Contractor shall provide documented proof that, at minimum:

- 4.1.1 Services described in Section 2 are coordinated for and provided to at least one hundred twenty (120) families.
- 4.1.2 Sixty (60) families with Limited English Proficiency receive services described in Section 2.
- 4.1.3 Twelve (12) DMC Committee meetings described in Section 2 were facilitated and recorded.
- 4.1.4 Enroll one hundred twelve (112) youth in healthy activities in Section 2.
- 4.1.5 Enroll one hundred (100) youth in Positive Street Art activities.
- 4.1.6 Match thirteen (13) youth to mentors in Section 2.2.7.
- 4.1.7 Enroll seven (7) youth in leadership opportunities described in Section 2.2.3.
- 4.1.8 Provide court diversion options in Section 2 to seventy-five (75) youth.
- 4.1.9 The detailed list of boards, organizations and associations in Section 2.3.2 is provided to the Center for Excellence within thirty (30) days of the contract effective date.
- 4.1.10 Provide a minimum of one (1) marketing or promotional sample, as described in Section 2.4 to the Center for Excellence and the Division for Children, Youth and Families, by August 31, 2014.



Exhibit B

Method and Conditions Precedent to Payment

This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #16.540, U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

1. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1 and B-2.
3. Payment for services shall be made as follows:
 - 3.1 The Contractor will submit quarterly reports as specified in Exhibit A, Scope of Services, Sections 3, with an invoice for reimbursement of actual expenses incurred during the quarter, for a total of four (4) invoices per year. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.2 Invoices and reports identified in Section 3.1 must be submitted to:
Pamela Sullivan
Juvenile Justice Specialist
NH Department of Health and Human Services
Division for Children, Youth and Families
1056 North River Road
Manchester, NH 03104
4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Section 3.
5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
6. 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.
7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
8. Notwithstanding paragraph 18 of 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.

**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: SAG Prevention Services

Budget Period: State Fiscal Year 2016

1. Total Salary/Wages	\$ 3,000.00	\$ 750.00	\$ 3,750.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 750.00	\$ 750.00
2. Employee Benefits	\$ 550.00	\$ -	\$ 550.00	\$ 550.00	\$ -	\$ 550.00	\$ -	\$ 550.00	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ 400.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 2,250.00	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ -	\$ 2,250.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ 750.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ 300.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 1,300.00	\$ 1,300.00	\$ -	\$ 1,300.00	\$ -	\$ -	\$ 1,300.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ 240.00	\$ 240.00	\$ -	\$ 240.00	\$ -	\$ -	\$ 240.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ 250.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Healthy Activities: Girls Inc	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00
Boys and Girls Club	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00
Nashua Police Athletic League	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00
Mentoring: Big Brothers Big Sisters	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00
Leadership: NH Teen Institute	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00
Youth Ambassador Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Community: Positive Street Art	\$ 2,600.00	\$ -	\$ 2,600.00	\$ -	\$ 2,600.00	\$ -	\$ -	\$ 2,600.00	\$ 2,600.00	\$ -	\$ 2,600.00
Diversion: The Youth Council	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2% indirect	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 35,150.00	\$ 8,240.00	\$ 43,390.00	\$ 3,560.00	\$ 7,490.00	\$ 11,040.00	\$ 31,600.00	\$ 750.00	\$ 32,350.00	\$ -	\$ -

23.4%

Indirect As A Percent of Direct

Contractor Initials: *LSA*
Date: *2/2/15*



SPECIAL PROVISIONS

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

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

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- 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.



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

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



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

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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.



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.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

Contractor Name:

2/3/15
Date

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



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

2/3/15
Date


Name: Elizabeth G. Houde
Title: Executive Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

2/3/15
Date

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



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

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

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

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

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

Exhibit G

Contractor Initials

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

Date

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:

2/3/15
Date

Elizabeth G. Hende
Name: *Elizabeth G. Hende*
Title: *Executive Director*

Exhibit G

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

Contractor Initials *EJH*

Date 2/3/15



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

2/3/15
Date

Euzaitu G. Houde
Name:
Title: *Euzaitu G. Houde*
Executive Director



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.



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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

NH DHHS
 The State
Mary Ann Conway
 Signature of Authorized Representative
MARY ANN CONWAY
 Name of Authorized Representative
Associate Commissioner
 Title of Authorized Representative
5/18/15
 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
2/3/2015
 Date



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

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

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

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

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

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

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

Contractor Name:

2/3/2015
Date

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



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:

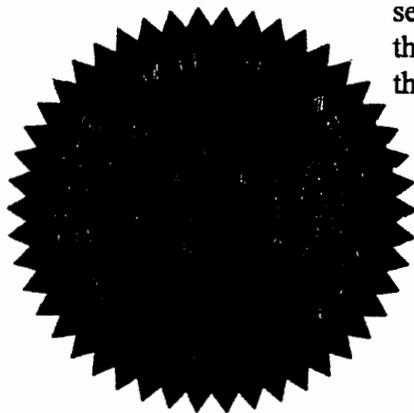
Name: _____	Amount: _____

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 formed January 14, 1975. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of May A.D. 2015



A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Christine Stein do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Youth Council
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on March 19, 2009
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 3rd day of February 2015.
(Date Contract Signed)

4. Elizabeth G. Houde is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Christine Stein
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 3 day of February 2015

By Christine Stein
Elizabeth G. Houde
(Name of Elected Officer of the Agency)

Patricia F. Casey
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 5/23/17





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/9/2015

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 Eaton & Berube Insurance Agency 11 Concord Street Nashua NH 03061	CONTACT NAME: Cathy Beauregard	
	PHONE (A/C, No, Ext): 603-689-7229	FAX (A/C, No): 603-886-4230
E-MAIL ADDRESS: cbeauregard@eatonberube.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Insurance Companies		
INSURER B: First Comp		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED **YOUCO**
 The Youth Council, Inc & NH Teen Institute
 110-115 West Pearl Street
 Nashua NH 03060

COVERAGES **CERTIFICATE NUMBER:** 135733760 **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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		PHPK1182552	6/18/2014	6/18/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1182552	6/18/2014	6/18/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input 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		PHUB461021	6/18/2014	6/18/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	MWC007430901	1/31/2015	1/31/2016	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liability		PHPK1182552	6/18/2014	6/18/2015	\$1,000,000 \$3,000,000 Each Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Workers Compensation Information: Board of Directors is Excluded; coverage for NH.

CERTIFICATE HOLDER NH DHHS Div. for Children, Youth & Families 1056 N River Road Manchester NH 03104	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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MISSION STATEMENT

Our mission is to build strong families – free from abuse, neglect, alcohol and other drug addiction through counseling, outreach and prevention.

THE YOUTH COUNCIL, INC.

Financial Statements

For The Year Ended June 30, 2013

Independent Auditors' Report

To The Board of Directors
The Youth Council, Inc.
Nashua, New Hampshire

We have audited the accompanying financial statements of The Youth Council, Inc., which comprise the statement of financial position as of June 30, 2013 and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

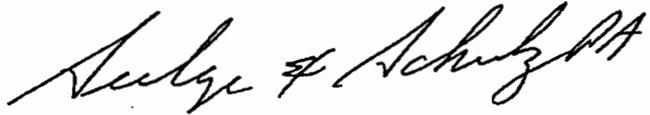
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Youth Council, Inc. as of June 30, 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in cursive script, appearing to read "Sledge & Schultz PA".

Nashua, NH
January 9, 2014

THE YOUTH COUNCIL, INC.
STATEMENT OF FINANCIAL POSITION
June 30, 2013

ASSETS

CURRENT ASSETS

Cash	\$ 16,510
Accounts receivable	26,817
Promises to give	5,863
Refundable income taxes	799
Prepaid expenses	2,240
	52,229

PROPERTY & EQUIPMENT

Building	289,622
Land	28,397
Furniture & fixtures	44,856
Building improvements	266,057
	628,932
Less accumulated depreciation	310,530
	318,402

OTHER ASSET

Loan fees, net of amortization of \$377	1,361
	\$ 371,992

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Line of credit	\$ 32,500
Current portion of long-term debt	9,520
Accounts payable and accrued expenses	17,449
Deferred revenue	20,151
Refundable advances	17,029
Accrued payroll	12,519
Accrued select time	13,583
Accrued and withheld payroll taxes	958
	123,709

<u>LONG-TERM DEBT</u> , net of current portion	283,259
--	---------

OTHER LIABILITIES

Security deposit	3,498
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NET ASSETS

Unrestricted (deficit)	(44,337)
Temporarily restricted	5,863
	(38,474)
	\$ 371,992

The Accompanying Notes Are An Integral Part
of These Financial Statements.

THE YOUTH COUNCIL, INC.
STATEMENT OF ACTIVITIES
For The Year Ended June 30, 2013

	Unrestricted	Temporarily Restricted	Total 2013
<u>SUPPORT AND REVENUE</u>			
Support			
NH Division of Alcohol and Drug Abuse			
Prevention and Recovery	\$ 72,574	\$ -	\$ 72,574
NH Dept of Juvenile Justice	25,813	-	25,813
Grants	32,700	-	32,700
City of Nashua	116,859	-	116,859
United Way	3,824	5,863	9,687
Health care tax credit	794	-	794
Fundraising	11,605	-	11,605
	<u>264,169</u>	<u>5,863</u>	<u>270,032</u>
Revenue			
Client fees and third party reimbursements	83,382	-	83,382
Other	2,471	-	2,471
Commercial rental - Note E	16,837	-	16,837
	<u>102,690</u>	<u>-</u>	<u>102,690</u>
TOTAL SUPPORT & REVENUE	<u>366,859</u>	<u>5,863</u>	<u>372,722</u>
NET ASSETS RELEASED FROM RESTRICTIONS:			
Satisfaction of time restrictions	<u>44,201</u>	<u>(44,201)</u>	<u>-</u>
	<u>411,060</u>	<u>(38,338)</u>	<u>372,722</u>
<u>EXPENSES</u>			
Program services			
Family Abuse & Neglect	134,296	-	134,296
Delinquent & Pre-delinquent	193,992	-	193,992
Treatment & Prevention of Substance Abuse	59,396	-	59,396
	<u>387,684</u>	<u>-</u>	<u>387,684</u>
Management and General	77,850	-	77,850
Fundraising	11,460	-	11,460
	<u>476,994</u>	<u>-</u>	<u>476,994</u>
DECREASE IN NET ASSETS	<u>(65,934)</u>	<u>(38,338)</u>	<u>(104,272)</u>
NET ASSETS, Beginning of Year	<u>21,597</u>	<u>44,201</u>	<u>65,798</u>
NET ASSETS (DEFICIT), End of Year	<u>\$ (44,337)</u>	<u>\$ 5,863</u>	<u>\$ (38,474)</u>

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, 2013

CASH FLOWS FROM OPERATING ACTIVITIES

Decrease in net assets	\$ (104,272)
Adjustments to reconcile decrease in net assets to net cash used in operating activities:	
Depreciation and amortization (Program expense)	12,674
Depreciation and amortization (Rental expense)	8,275
Change in assets and liabilities:	
(Increase) decrease in accounts receivable	(3,141)
(Increase) decrease in promises to give	18,338
(Increase) decrease in refundable income taxes	1,445
(Increase) decrease in prepaid expenses	110
Increase (decrease) in accounts payable	7,508
Increase (decrease) in deferred revenue and refundable advances	37,180
Increase (decrease) in accrued payroll, select time and withheld payroll taxes	<u>(1,522)</u>
Net cash used in operating activities	<u>(23,405)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of equipment and building improvements	(3,800)
Decrease of security deposit	<u>(85)</u>
Net cash used in investing activities	<u>(3,885)</u>

CASH FLOWS FROM FINANCING ACTIVITIES

Payment of long term debt	(8,988)
Advances on line of credit	<u>32,500</u>
Net cash provided by financing activities	<u>23,512</u>

Net decrease in cash and cash equivalents	(3,778)
Cash and cash equivalents, beginning of year	<u>20,288</u>
Cash and cash equivalents, end of year	<u>\$ 16,510</u>

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, 2013

	PROGRAM SERVICES					2013 Total	
	Family Abuse & Neglect	Delinquent & Pre-delinquent	Treatment & Prevention of Substance Abuse	Total Program Services	Management & General		Fund Raising
Salaries - staff - Note G	\$ 91,769	\$ 131,120	\$ 35,798	\$ 258,687	\$ 43,529	\$ 6,479	\$ 308,695
Payroll taxes	7,853	11,221	3,064	22,138	5,432	555	28,125
Health insurance	9,015	12,881	3,517	25,413	6,236	636	32,285
Advertising	-	-	-	-	98	-	98
Audit	-	-	-	-	5,400	-	5,400
Bad debt	772	3,377	538	4,687	-	-	4,687
Bank charges	-	-	-	-	2,243	-	2,243
Computer supplies & services	1,389	1,984	542	3,915	961	98	4,974
Consultant	1,575	-	4,606	6,181	-	-	6,181
Dues & subscription	61	122	324	507	1,274	4	1,785
Fundraising	-	-	-	-	-	1,006	1,006
Insurance	2,645	3,778	1,033	7,456	1,829	186	9,471
Interest	1,625	4,591	1,877	8,093	1,758	522	10,373
Maintenance & repairs	1,191	3,366	1,377	5,934	1,289	382	7,605
Meetings	202	290	79	571	140	14	725
Miscellaneous	333	298	128	759	230	22	1,011
Office expenses & supplies	895	1,279	349	2,523	619	63	3,205
Other fees	22	32	9	63	18	2	83
Parking	1,529	2,184	596	4,309	1,057	108	5,474
Postage	382	546	149	1,077	264	27	1,368
Printing	121	172	47	340	83	9	432
Program costs	7,257	3,391	265	10,913	-	-	10,913
Supplies	195	278	76	549	135	14	698
Telephone	1,117	1,597	436	3,150	773	79	4,002
Training	268	383	105	756	186	19	961
Travel	306	437	119	862	212	22	1,096
Utilities	1,789	5,056	2,068	8,913	1,936	575	11,424
Total Expenses Before Depreciation and Amortization	132,311	188,383	57,102	377,796	75,702	10,822	464,320
Depreciation and amortization expense	1,985	5,609	2,294	9,888	2,148	638	12,674
Total Expenses	\$ 134,296	\$ 193,992	\$ 59,396	\$ 387,684	\$ 77,850	\$ 11,460	\$ 476,994

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, 2013

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The Agency provides counseling, diversion programs, and onsite services designed to strengthen families, improve decision-making skills, and reduce involvement with the legal system for children, teens, and families struggling with abuse, neglect, substance abuse, behavioral difficulties, and parenting stress.

Accounting Method

Support, revenue and expenses are recorded on the accrual basis of accounting. Contract revenue is recognized when services are rendered. Donations are recorded when unconditionally pledged. Expenses are recorded when the obligation has been incurred.

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

Promises to Give

Contributions are recognized when the donor makes a promise to give to the Agency that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Financial Statement Presentation

The Agency reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted Net Assets – Result from activities that have no restrictions placed on them by the funding sources.

THE YOUTH COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2013

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

Temporarily Restricted Net Assets – Result from funding which has either time or use restrictions placed on it by the funding sources. The balance at June 30, 2013, consists of the following:

Program and management services	\$ 5,863
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Permanently Restricted Net Assets – Result from funding which has permanent restrictions placed on it by the funding source.

Accounts Receivable

The Agency utilizes the reserve method of accounting for bad debts. Management determines the allowance based on its historical information and a review of the individual balances. No reserve was required as of June 30, 2013.

Property, Equipment and Depreciation

Property and equipment is recorded at cost (or fair market value if donated) and is depreciated using the straight-line method over estimated useful lives as follows:

<u>Description</u>	<u>Life</u>
Building	30 years
Furniture & fixtures	3-7 years
Building improvements	7-31.5 years

Other Assets

Loan fees are being amortized on the straight line basis over five years. Amortization expense for the year ended June 30, 2013, was \$174.

Cash Flows

The Agency considers all short-term investments with an original maturity of three months or less to be cash equivalents.

THE YOUTH COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2013

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes

The Youth Council, Inc. is generally exempt from income taxes pursuant to the Internal Revenue Code Section 501(c)(3). However, income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income.

The current year unrelated business income tax is zero. The Agency qualified for the health insurance premium credit which will be refunded in the amount of \$799.

The Organization's income tax filings are subject to audit by various taxing authorities. As of June 30, 2013, the Organization's open audit periods included years ending June 30, 2010 through 2013. The Organization believes it has met all the requirements to maintain its not-for-profit status.

Functional Allocation of Expenses

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

Estimates

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

NOTE B. LINE OF CREDIT

The Organization has a revolving line of credit secured by a second mortgage on real estate in Nashua, New Hampshire. Borrowings may not exceed \$75,000. The interest rate is prime. The outstanding balance on the line of credit at June 30, 2013 was \$32,500.

THE YOUTH COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2013

NOTE C. NOTES PAYABLE

The Youth Council, Inc. was obligated on the following notes at June 30, 2013:

Note payable bank, interest at 5.8%, payable in monthly installments of \$2,208, secured by real estate, due June 2021	\$292,779
Less current portion	<u>9,520</u>
	<u>\$283,259</u>

Annual principal payments for the next five fiscal years are as follows:

Fiscal Year End June 30,	Principal
2014	\$ 9,520
2015	10,095
2016	10,665
2017	11,395
2018	12,077
Thereafter	<u>239,027</u>
	<u>\$ 292,779</u>

NOTE D. SATISFACTION OF USAGE RESTRICTIONS

Net assets are released from donor restrictions by incurring expenses that satisfy use restrictions or the passage of time restrictions.

The following net assets were released from restrictions during the year ended June 30, 2013:

Program and management services	\$ 44,201
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NOTE E. COMMERCIAL RENTAL INCOME

Rental receipts of \$46,120 less related expenses of \$29,283 yielded a net rental income of \$16,837 for the year ended June 30, 2013. Rental expenses relate to the 44% of the Agency's building that was rented to others and consist of the following:

Depreciation & amortization	\$ 8,275
Tax preparation	900
Insurance	5,166
Building repairs	3,805
Utilities	2,715
Interest	<u>8,422</u>
	<u>\$ 29,283</u>

THE YOUTH COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2013

NOTE F. PENSION PLAN

The Organization adopted a qualified 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 a contribution by the Organization.

NOTE G. MANAGEMENT SERVICES AFFILIATE

The Agency was engaged by three unrelated third parties to provide advisory and bookkeeping services. Service fees totaling \$19,950 were recorded as a reduction of staff payroll in the accompanying Statement of Functional Expenses.

NOTE H. FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of financial instruments including cash, accounts receivable, accounts payable and short-term debt approximated fair value as of June 30, 2013, because of the relatively short maturity of these instruments. The recorded values of notes payable and long-term debt approximate their fair values, as interest approximates market rates.

NOTE I. SUBSEQUENT EVENTS

Management has evaluated events through date January 9, 2014, the date that the financial statements were available to be issued.

Contact Executive Director Betsy Houde.

OFFICERS

PRESIDENT

Christine Stein, BAE Systems

VICE PRESIDENT

Sgt. Todd Martyny, Nashua Police Department

SECRETARY

Carolyn Oguda, Philips HealthCare

TREASURER

Larry Szetela, Laurence Szetela, CPA

Debra Farrar, People's United Bank

Laura Franco, MBA, Bilingual Consultant

Nick Frasca, Frasca & Frasca

ADVISORS

Bill Clifford, Vigilant Wealth Management

Carl DuBois, Harvey Construction

Brian Kelley, Winer & Bennett

ELIZABETH G. HOUDE

SUMMARY

Proven nonprofit leader with more than 25 years of experience in agency/project management and community collaboration. In addition to providing strategic leadership for nonprofits and community coalitions, I am skilled in public speaking and writing, and committed to personal and professional growth. Further, I have built a cadre of connections in New Hampshire and around the country through leadership roles and through being selected as a fellow with the Robert Wood Johnson Foundation.

NONPROFIT LEADERSHIP

Community Health Institute, Bow, NH, 2013 – present. Consultant. Subcontracted to help develop a Center for Excellence in Court Diversion engaging community stakeholders, developing learning community and implementing evaluation and sustainability strategies to ensure on-going quality of court diversion programs in New Hampshire.

The Youth Council, Nashua, NH, 1996 - present . Executive Director. Revitalized 23-year-old nonprofit to become premiere youth-serving agency in greater Nashua, NH, offering innovative intervention and treatment programs for children, teens and families. Introduced outcome measures, evidence-based practices and business process improvements and developed numerous collaborative relationships with area schools, police and other nonprofits.

Merrimack Safeguard, 2010 – present. Project Director. Appointed to lead assessment, capacity building and planning for community coalition through Drug Free Communities grant. Spearheaded development of logic model and action plan following federal guidelines, and facilitated coalition infrastructure development including volunteer leadership, by law creation and branding. Developed system tools to promote accountability and follow-through.

NH Teen Institute, 2007 - 2010. Executive Director, Facilitated sustainability of 24-year-old nonprofit. Revitalized mission, introduced evidence-based practice, spearheaded shift to the next developmental stage. Facilitated board transition, policies and practices toward heightened accountability. Transitioned to new leadership in January 2011.

STATE-LEVEL APPOINTMENTS

Governor's Commission on Alcohol and Other Drugs. Public Member. 2001 – 2013. Appointed to serve in an advisory capacity regarding the delivery of effective and coordinated substance abuse prevention, intervention, treatment and recovery services. Executive Committee member. Chair, Prevention Task Force, 2010 – present.

Reclaiming Futures. Advisory Board. 2002 – 2007. Appointed to NH District Court's initiative to connect courts, communities and substance-involved youth. Reviewed best practices toward developing coordinated system of care.

New Futures. 2001 – 2005. Member, Board of Directors, 2001 - 2003. Appointed to board of nonprofit devoted to policy and programming toward reducing underage drinking and increasing access to treatment. Served on Executive Committee. Invited to join National Advisory Board of Adolescent Treatment Initiative in 2004.

Endowment for Health. 1999 – 2002. Appointed by Attorney General as founding board member of \$85million health care conversion foundation. Served on steering committee, named co-chair of first Program Development Committee, and as board liaison to grant review team recommending \$2.5million of initial grant awards.

PERSONAL & PROFESSIONAL GROWTH

CADCA National Coalition Academy, training completed February 2011.

Robert Wood Johnson Foundation *Developing Leadership in Reducing Substance Abuse*. Fellow. 2002 - 2006. Selected as one of 10 emerging leaders for investment toward building personal and professional leadership skills. Interviewed colleagues and wrote book entitled *Leaders Unmasked: A Celebration of Guts and Grace* as final project.

Project Connect, a Robert Wood Johnson initiative to train emerging leaders to work with elected officials, 2003.

Radlant Communication Strategies, a consultative training to develop communications skills, 2002.

CIVIC ENGAGEMENT

Rotary Club of Nashua West. Member, 1997 - present. President, 2013-14. Board of Directors 2008 – present. Membership chair 2007- 2012. Volunteer Coordinator 2004 – present; Special Projects chair 2005 – 2007;

United Way of Greater Nashua. 1996 – present. Outcome Measures (1997), Management Assistance (1998) and Community Needs Assessment (1999, 2002, 2004, 2007, 2009, 2013).

Merrimack Drug Advisory Council/Merrimack Safeguard. 1996 – 2010. Active member of community collaboration preventing alcohol and other drug problems. Appointed as project director for Drug Free Communities Grant in 2010.

Leadership Greater Nashua, a program of the Nashua Chamber of Commerce, 1999.

Nashua Mayor's Task Force on Youth. 1997 – 2002.

Rivier College Counseling Advisory Board. 1993 - 2000.

Child Welfare Advisory Board. 1997–2000.

State Leadership Team. Concord, NH. 1995 - 1996.

Network. Nashua, NH. 1993 - 1997.

Child Welfare League of America. Washington, DC. 1993 - 1996. Served on *Family-Focused Working Group* comprised of leaders in family- centered care from around the country. Contributed two articles to CWLA's *Mapping a New Direction Resource Guide*.

HONORS & AWARDS

Nashua Telegraph, 2013. Named one of Greater Nashua's 25 Extraordinary Women.

Rotary Club of Nashua West, 2006. Paul Harris Fellow contribution, Award of Excellence, Creative Idea award.

Community Champion, 2002. WMUR and Citizens Bank.

New Hampshire Children's Trust Fund, 2000. Outstanding management in program evaluation.

Commendation NH Governor Jeanne Shaheen, 1999. Excellence in leadership on behalf of children and families.

Rivier College Annual Counseling Award, 1999. Distinguished contributions to students and the community.

OTHER EXPERIENCE

Empty Nest Glassworks/Small Business Owner. Lampwork Artist, 2008 – present. Skilled in hand-melting glass gifts and jewelry using oxygen/propane torch and glass rods. Facebook fan page has grown to over 175 members.

Nashua Children's Home, Nashua, New Hampshire, 1983-1996. Director of Program Management /Community Relations. 1993-1996. Promoted to created positions to implement family-centered philosophy in residential and home-based programs. Presented at workshops from Boys Town to Washington, DC on family-centered practices. Clinical Experience 1983-1993. Counseled children, teens and families struggling with abuse, neglect, behavioral difficulties and emotional handicaps. Served as Family Program Supervisor, Therapist and Residential Counselor.

EDUCATION

Master of Arts in Counseling, with distinction. Rivier University, Nashua, New Hampshire, 1990.

Bachelor of Arts, cum laude. Connecticut College, New London, Connecticut, 1983. Majors: Sociology-Based Human Relations and Child Development. Dean's List, American Association of University Women Award.

The Youth Council

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Betsy Houde	Executive Director	\$80,000	0	0 (in-kind)
Nicole Boyle	Bookkeeper	\$25/hour	.09	900 (3 hours/month)

Nicole Boyle

Summary

Professional skilled in MS Office 2010, QuickBooks Premier 2011, Office Ally, Therapist Helper and ADP seeking part-time finance/office position to supplement current income.

Experience

New Hampshire Teen Institute, Nashua, NH

2009 – present

Finance Director

Contracted to handle all aspects of finance and human resources for small nonprofit including payroll, accounts payable/receivable and bank reconciliation. Responsible for interfacing with auditor and board treasurer on regular basis.

The Youth Council, Nashua, NH

2002 - present

Director of Quality and Compliance

Manage finances, human resources and office functions for busy nonprofit organization. Responsibilities include overseeing all facets of daily operations in out-patient mental health practice, supervising Office Assistants and serving as a resource for agency employees. Lead the organization's quality improvement efforts through multiple initiatives:

- Created and maintained various human resource manuals and employee training guides.
- Transitioned insurance claims from monthly paper to daily electronic claims, resulting in better cash flow.
- Assisted and organized therapists through insurance credentialing process.
- Provided computer network support through software installation, upgrades and user issues.
- Coordinated agency's compliance efforts and grants management.

KENDA Systems, Inc., Salem, NH

1995 – 2000

Contractor Services Coordinator

Supervised all facets of payroll and billing department for up to 600 temporary employees. Hired and trained new employees, and facilitated reviews, incentives and rewards. Provided superior customer support for branch offices, temporary employees and clients. Designed accounting procedures training program for all new salespeople and recruiters, created numerous training manuals, tested new software packages (custom & shelf), and served as ISO Quality Representative.

Franklin Pierce College Nashua, NH

1993 – 1995

Customer Service Representative

Provided excellent customer service to students, faculty and staff. Coordinated meetings between students and Directors, helped student issues reach resolutions, educated potential and new students of FPC programs and policies, and compiled and maintained student data.

Callahan Companies, Nashua, NH

1990 – 1993

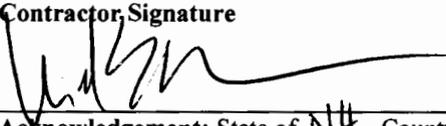
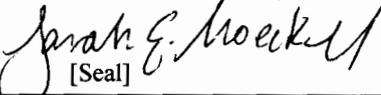
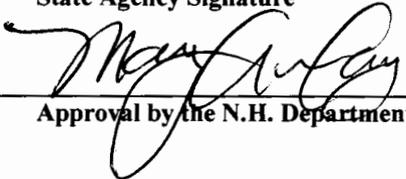
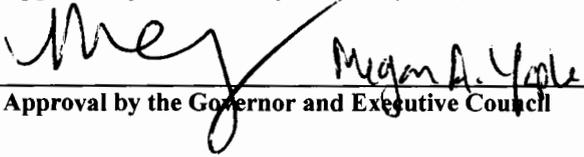
Office Manager

Reconciled bank statements for approximately 10 subsidiary companies, provided monthly balance sheets for each subsidiary and administered payroll from entry to payroll taxes. Performed A/P and A/R for all subsidiaries. Handled billing for several condominium associations and negotiated and subcontracted for landscaping and repairs.

Subject: State Advisory Group (SAG Award for Prevention Services for the Community)

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

1. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services Division for Children, Youth and Families		1.2 State Agency Address 1056 North River Road Manchester, NH 03104	
1.3 Contractor Name NH Juvenile Court Diversion Network		1.4 Contractor Address 23 Wakefield Street Rochester, NH 03867	
1.5 Contractor Phone Number (603) 330-7149	1.6 Account Number 010-042-79060000-072-500575	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$90,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Nicole E Rodler NH Juvenile Court Diversion Board of Dir Chair	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> . On <u>3/5/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] SARAH E. MOECKEL, Notary Public My Commission Expires September 17, 2019			
1.13.2 Name and Title of Notary or Justice of the Peace Sarah E. Moekel, CHI Project Associate, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cooney Associate Counsel	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. York On: 6/10/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: NgR
Date: 3/5/15

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials:

Date:

NGR
8/5/15

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

WGL
9/8/15



Exhibit A

Scope of Services

1. Provisions Applicable to all Services

- 1.1 For the purpose of this Contract, any reference to days shall be a reference to consecutive calendar days.

2. Services to be provided

The Contractor shall provide juvenile justice systems improvements and/or services in order to improve juvenile justice system efficiency and effectiveness in order to reduce the disproportionate minority contact in New Hampshire for youths who are at risk of entering or further penetrating the juvenile justice system. The Contractor shall:

- 2.1 Hire a Network Coordinator to coordinate assessment, capacity-building, planning, implementation and evaluation of the NH Juvenile Court Diversion Network and of members' programs in order to increase:
- 2.1.1 The quality of juvenile court diversion programs, statewide.
 - 2.1.2 Awareness of juvenile court diversion programs, statewide.
 - 2.1.3 Sustainability of juvenile court diversion programs, statewide.
- 2.2 Ensure the Network Coordinator is selected through a search committee, which shall include but is not limited to:
- 2.2.1 Community Health Institute staff.
 - 2.2.2 NH Juvenile Court Diversion Network members, ensuring statewide representation of juvenile court diversion programs.
 - 2.2.3 Other stakeholders, as appropriate.
- 2.3 Ensure the selected Network Coordinator has the qualifications necessary to perform specified job duties, which include, but are not limited to:
- 2.3.1 A general knowledge of the criminal justice system, pre-trial juvenile court diversion programs and evidence-based practices.
 - 2.3.2 A general knowledge of the principles, objectives, and techniques of counseling and social casework specific to juvenile mental health, substance misuse and co-occurring disorders.
 - 2.3.3 A minimum of five (5) years of experience in providing social services, program evaluation, program management and/or policy advocacy.
 - 2.3.4 A proven record as an implementer who can manage a variety of key initiatives concurrently.
 - 2.3.5 Experience in community organizing, mobilization, group facilitation, decision-making processes and meeting management.
 - 2.3.6 Interpersonal and problem-solving skills, ability to achieve consensus of varying opinions, organize diverse people and resources to achieve a common goal.
 - 2.3.7 Experience in networking and community outreach including the use of social media methods and tools, including Facebook, Twitter and LinkedIn.
 - 2.3.8 Written and verbal communication and organizational skills.



Exhibit A

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- 2.3.9 Experience with planning and facilitating trainings for various audiences.
 - 2.3.10 Ability to work independently, managing time effectively and maintaining accountability to colleagues and other stakeholders while managing multiple competing tasks and deadlines.
 - 2.3.11 Ability to travel, statewide, and work remotely.
 - 2.3.12 Ability to adhere to federal, state and local confidentiality laws.
 - 2.3.13 Technical skills, including but not limited to, having a working knowledge of Microsoft Office Suite software and Content Management Systems, particularly WordPress.
 - 2.4 Ensure the Network Coordinator conducts an assessment of current juvenile court diversion programs, which includes but is not limited to:
 - 2.4.1 Conducting qualitative assessments of partner sites through physical site visits to determine program capacity and services.
 - 2.4.2 Conducting qualitative assessments of state and national juvenile court diversion programs to determine services they provide in order to provide NH diversion providers information that could be useful in program planning and implementation.
 - 2.4.3 Maintaining up-to-date knowledge of statewide juvenile court diversion programs and initiatives.
 - 2.4.4 Developing and maintaining resources lists of judicial, educational, and community service-based programs and resources.
 - 2.4.5 Identifying potential new juvenile court diversion programs and partners that would increase juvenile court diversion capacity of the NH Judicial Court Diversion Network.
 - 2.5 Ensure the Network Coordinator builds capacity for a statewide network of local juvenile court diversion providers. The Network Coordinator shall:
 - 2.5.1 Collaborate with organizations, businesses and community groups to build public-private partnerships to organize broad-based juvenile court diversion efforts at the state and local level to achieve NH Juvenile Court Diversion Network goals.
 - 2.5.2 Represent juvenile court diversion throughout the State through public, private and community channels by coordinating special projects and disseminating information relating to juvenile court diversion programs and the NH Juvenile Court Diversion Network.
 - 2.5.3 Facilitate ongoing peer-to-peer network collaboration between juvenile court diversion providers and related stakeholders.
 - 2.5.4 Ensure the voices of youth and families impacted by juvenile court diversion programs are included in decisions made by the NH Juvenile Court Diversion Network and understood by potential partnering service providers.
 - 2.5.5 Keep the NH Juvenile Court Diversion Network informed and engaged in statewide and national juvenile court diversion efforts.
 - 2.5.6 Inform juvenile court diversion advocacy groups of enforcement and detention issues, specifically the use of community-based services as an alternative to court or detention.
 - 2.5.7 Plan and facilitate trainings to enhance the NH Juvenile Court Diversion network knowledge base on how to best implement diversion strategies.



Exhibit A

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- 2.5.8 Provide capacity-building technical assistance to local juvenile court diversion providers and stakeholders.
 - 2.5.9 Provide stories, data and recommendations, as needed, for outreach, fundraising and communication strategies.
 - 2.6 Ensure the Network Coordinator oversees the NH Juvenile Court Diversion Network strategic planning and program coordination to ensure strategic and project work plans are updated, as needed. The Network Coordinator shall:
 - 2.6.1 Write and develop materials for grant applications and programs reports as part of the Contractor's sustainability plan.
 - 2.6.2 Make recommendations to state and local leadership on advocacy, organizing and coordinating opportunities to promote juvenile court diversion programs and the NH Juvenile Court Diversion Network efforts.
 - 2.6.3 Research, identify and write grant proposals, reports, and related correspondence for foundations, corporations and government entities.
 - 2.7 Ensure the Network Coordinator facilitates the coordination, continued development and staffing of the NH Juvenile Court Diversion Network and its various committees. The Network Coordinator shall:
 - 2.7.1 Plan and facilitate NH Juvenile Court Diversion Network meetings, which shall include but not be limited to:
 - 2.7.1.1 Writing and distributing meeting minutes.
 - 2.7.1.2 Coordinating follow-up activities, as appropriate.
 - 2.7.2 Attend local team DMC meetings, as needed or requested.
 - 2.7.3 Manage the juvenile court diversion program accreditation application, review and acceptance process.
 - 2.7.4 Conduct internal and external outreach and communication activities through multiple media sources.
 - 2.7.5 Represent the NH Juvenile Court Diversion Network and its interests/perspectives with State and local providers, as well as coalitions, in a positive manner and promote collaboration whenever possible.
 - 2.7.6 Collaborate with NH Juvenile Court Diversion Network subcommittees to review and edit legislative testimony and materials, including but not limited to fact sheets, infographics and issue briefs.
 - 2.7.7 Identify, develop and mobilize NH Juvenile Court Diversion Network member activists around key campaigns.
 - 2.7.8 Perform administrative tasks, as needed, to support the NH Juvenile Court Diversion Network.
 - 2.7.9 Communicate by telephone, e-mail or in person, with governmental entities about the use of community-based alternatives to court and/or sentencing.
 - 2.7.10 Act as the liaison between the NH Juvenile Court Diversion Network Board of Directors, key stakeholders and network partners. Liaison communications shall include, but not be limited to:



Exhibit A

- 2.7.10.1 Developing, coordinating and maintaining the NH Juvenile Court Diversion Network communications strategy, which includes media relations, publications, social media and website maintenance.
- 2.7.10.2 Securing and supervising interns and/or program volunteers in order to support campaigns, communications and marketing work, as needed.
- 2.7.10.3 Building and maintaining communication structures and mechanisms with a uniform look for print and web-based NH Juvenile Court Diversion Network materials.
- 2.7.10.4 Maintaining media contact directory and coordinating press conferences, report dissemination, releases and responses to press requests.
- 2.7.11 Work to maintain and enhance relationships with local, state and national organizations working on juvenile court diversion initiatives.
- 2.8 Ensure the Network Coordinator evaluates and documents program outcomes to inform best practices and yield evidence to support the NH Juvenile Court Diversion Network advocacy related to youth court diversion efforts in the State. The Network Coordinator shall:
 - 2.8.1 Ensure proper collection of individual and program outcome information to analyze project effectiveness.
 - 2.8.2 Assist in collecting one and three year recidivism data to measure long-term impact.
 - 2.8.3 Provide technical assistance, as needed, for partners using new or existing data systems.
 - 2.8.4 Provide written and verbal analysis on what is working and not working in different diversion programs.
 - 2.8.5 Present and report on NH Juvenile Court Diversion Network activities at community meetings and conferences.

3. Reporting Requirements

- 3.1 In addition to any reporting requirements in Section 2 the Contractor shall:
 - 3.1.1 A narrative summary of activities conducted in Section 2. The summary shall include, but not be limited to:
 - 3.1.1.1 Descriptions of activities conducted including but not limited to dates, times, duration and the number of participants in each activity.
 - 3.1.1.2 Barriers and challenges experienced by the Contractor during the quarter.
 - 3.1.1.3 A plan to address barriers and challenges in Section 3.1.1.2 for the next quarter.
 - 3.1.2 Provide quarterly reports that include backup documentation listed in Section 3.1 detailing actual expenditures for approved contract related activities.
 - 3.1.2.1 Quarterly reports shall be due as follows:
 - 3.1.2.1.1 April 30th for all activities performed from January 1st through March 31st of the current year.
 - 3.1.2.1.2 July 31st for all activities performed from April 1st through June 30th of the current year.



Exhibit A

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- 3.1.2.1.3 October 31st for all activities performed from July 1st through September 31st of the current year.
 - 3.1.2.1.4 January 31st for all activities performed from October 1st through December 31st of the previous year.

4. Requirements of Delivery of Services

- 4.1 In addition to the reporting requirements specified in Section 3, the Contractor shall provide documented proof that, at minimum:
 - 4.1.1 Nine (9) NH Juvenile Court Diversion meetings described in Section 2.71 were planned, documented and facilitated.
 - 4.1.2 Twelve (12) DMC Committee meetings described in Section 2.7.2 were facilitated and recorded.
 - 4.1.3 One (1) marketing or promotional sample was created and utilized for activities described in Section 2.7.4.
 - 4.1.4 Six (6) written analyses described 2.8.4. were completed and provided to the Department.
 - 4.1.5 Ten (10) community activities described in 2.8.5. were attended.



Exhibit B

Method and Conditions Precedent to Payment

This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #16.540, U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

1. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, General Provisions Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1.
3. Payment for services shall be made as follows:
 - 3.1 The Contractor will submit quarterly reports as specified in Exhibit A, Scope of Services, Sections 3, for a total of four (4) reports per year.
 - 3.2 The Contractor shall submit an invoice for reimbursement of actual expenses incurred during the previous month for a total of twelve (12) invoices per year.
 - 3.3 The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.4 Invoices and reports identified in Section 3.1 must be submitted to:
Pamela Sullivan
Juvenile Justice Specialist
NH Department of Health and Human Services
Division for Children, Youth and Families
1056 North River Road
Manchester, NH 03104
4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Section 3.
5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
6. 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.
7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
8. Notwithstanding paragraph 18 of 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.

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

Bidder/Program Name: NH Juvenile Court Diversion Network

Budget Request for: SAG Prevention Services

Budget Period: SFY2015

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share	
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -
9. Software	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -
10. Marketing/Communications	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -
13. Other (New Futures space agreement):	\$ 2,563.00	\$ -	\$ -	\$ -	\$ 2,563.00	\$ -
Memberships/periodicals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 6,813.00	\$ 250.00	\$ 1,750.00	\$ 250.00	\$ 5,063.00	\$ -

Indirect As A Percent of Direct 3.7%

Contractor Initials: *WGL*
Date: *3/5/15*

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

Bidder/Program Name: NH Juvenile Court Diversion Network

Budget Request for: SAG Prevention Services

Budget Period: SFY2016

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHIS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 960.00	\$ -	\$ 960.00	\$ -	\$ -	\$ -	\$ 960.00
6. Travel	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ 1,000.00	\$ 3,000.00	\$ 7,000.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 720.00	\$ -	\$ 720.00	\$ -	\$ -	\$ -	\$ 720.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 4,500.00
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 2,000.00
12. Subcontracts/Agreements	\$ 70,500.00	\$ -	\$ 70,500.00	\$ -	\$ -	\$ 70,500.00	\$ 70,500.00
13. Other (New Futures space agreement):	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	\$ 8,000.00
Memberships/periodicals	\$ 257.00	\$ -	\$ 257.00	\$ -	\$ -	\$ 257.00	\$ 257.00
TOTAL	\$ 91,937.00	\$ -	\$ 91,937.00	\$ 7,000.00	\$ 84,937.00	\$ 7,000.00	\$ 91,937.00

Indirect As A Percent of Direct 0.0%

Contractor Initials: *NGC*
Date: *3/15/15*



SPECIAL PROVISIONS

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

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

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Date 3/5/15



- 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.



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



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



- 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.

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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.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

Contractor Name:

3/5/15
Date

Nicole E. Rocker Chair NHJCDN
Name:
Title: Board of Directors Chair



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-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

3/5/15
Date

Nicole E. Rodler
Name:
Title: Board of Directors Chair NHJCDW



**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

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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 (I)(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:

3/5/2015
Date

Nick E. Fedler
Name:
Title: Board of Directors Chair NHJCDN



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

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

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

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

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

Exhibit G

Contractor Initials

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

3/5/15

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:

3/5/15
Date

Nicole E. Redker
Name:
Title: Board of Directors Chair NHJCDN

Exhibit G

Contractor Initials NER

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

Date 3/5/15



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

3/5/15
Date

Nicole E. Falker
Name:
Title: Board of Directors Chair NHJCAN

Contractor Initials NF
Date 3/5/15



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.

[Handwritten Signature]

3/5/15



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



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

WGR

3/5/15



Exhibit I

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

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

WML

3/5/15



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.

NW

3/5/15



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.

NH DHHS
The State

NH Juvenile Court Diversion Network
Name of the Contractor

[Signature]
Signature of Authorized Representative

[Signature]
Signature of Authorized Representative

MARY ANN COONEY
Name of Authorized Representative

Nicole E. Rodler
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Board of Directors Chair
Title of Authorized Representative

5/18/15
Date

March 5, 2015
Date



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

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

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

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

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

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

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

Contractor Name:

3/5/2015
Date

Nick E. Rodler
Name:
Title: Board of Directors Chair NHJDN



FORM A

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

1. The DUNS number for your entity is: n/a

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

NO YES

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

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

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

NO YES

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

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

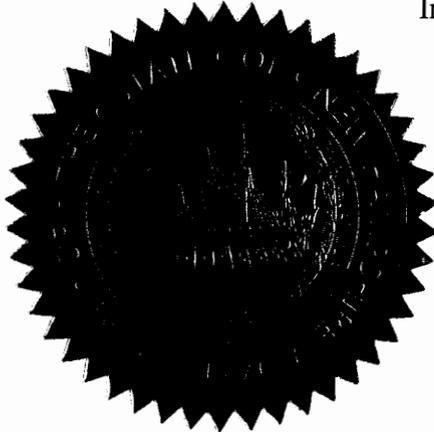
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE JUVENILE COURT DIVERSION NETWORK, INC. is a New Hampshire nonprofit corporation formed July 11, 1994. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of March A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Peter D. BRIGHAM, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of NH Juvenile Court Diversion Network (NHJCDN) Board of Directors.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on May 21, 2014 :
(Date)

RESOLVED: That the NHJCDN Board of Directors Chairperson
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 5th day of March, 20 15
(Date Contract Signed)

4. Nicole E. Rodler is the duly elected NHJCDN Board of Directors Chairperson
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Peter D. Brigham Treasurer
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimaack

The forgoing instrument was acknowledged before me this 5th day of March, 20 15.

By Peter D. Brigham
(Name of Elected Officer of the Agency)

Sarah E. Moeckel
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: Sept 17, 2019
SARAH E. MOECKEL, Notary Public
My Commission Expires September 17, 2019

Client#: 68823

NHJUV

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/2015

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 Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Philadelphia Insurance Co. INSURER B: Liberty Mutual (wco) INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED NH Juvenile Court Diversion Network 23 Wakefield Street Rochester, NH 03867		

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PHPK1330069	04/30/2015	04/30/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	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					\$ \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	BINDER2815133190368	05/12/2015	05/12/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
**** Workers Comp Information ****
 3A States: NH
 Excluded Officers: Nicole Rodler, Peter Bringham and Jessica Klिंगerman

CERTIFICATE HOLDER State of New Hampshire, Department of Health & Human Services 190 Pleasant St Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



NH JUVENILE COURT DIVERSION NETWORK

Restorative Justice to First Time Offenders

NICOLE RODLER, CHAIR

WWW.NHCOURTDIVERSION.ORG

ROCHESTER POLICE DEPARTMENT • (603) 330-7149

BY LAWS

I. NAME AND ADDRESS

The name of this corporation is the New Hampshire Juvenile Court Diversion Network, Inc. The address will be that of the elected chairperson or other designated member agency.

II. PURPOSE

To promote and support community based alternatives to the formal court process that integrate restorative justice practices, promote positive youth development, and reduce juvenile crime and recidivism.

III. OBJECTIVES

- A. Promote principles of Restorative Justice
- B. To advocate for each member program and support the community based individuality of each
- C. Utilize evidence based programming and best practices
- D. Promote principles of Restorative Justice in shaping juvenile law and policy in NH
- E. Promote the use of common data across diversion programs to substantiate outcomes
- F. To aid in maintaining high educational standards by sponsoring joint trainings and seminars

IV. MEMBERSHIP

A. General membership shall consist of organizations that provide juvenile prevention/intervention programming and their designated voting representative. General members may vote in the election of board of directors, officers, general business, and on amendments. They may participate on working committees. They must be current in their dues and be a member in good standing in order to vote. Membership is granted after completion and receipt of a membership application and annual dues.

B. Associate members shall consist of interested persons in related fields or organizations that provide juvenile prevention/intervention programs that have been in existence for less than one year. Associate members do not have voting privileges in the Network. After twelve months of being a member in good standing, an associate member organization may be sponsored to become a general member by another general member in good standing.

C. A member in good standing is defined as an organization that is current in its dues and has designated an individual who has attended a minimum of two thirds (2/3) of the meetings in a twelve month period. The twelve month period starts upon receipt of the membership application or renewal and dues.

D. In the event that the designated individual leaves their organization, the General member organization can designate another individual as their replacement in order to stay in good standing.

E. In the event that the designated individual is unable to attend a meeting and that absence jeopardizes their standing, they may petition the board for an exception based on good cause.



NEW HAMPSHIRE JUVENILE COURT DIVERSION NETWORK

INCORPORATED IN THE STATE OF NEW HAMPSHIRE

WWW.NHCOURTDIVERSION.ORG

NICOLE RODLER, CHAIR
ROCHESTER POLICE DEPARTMENT • (603) 330-7149

F. A General member who is not in good standing after a twelve month period will be considered to be an Associate member and will lose their voting privileges until they attend the requisite 2/3 of meetings in a twelve month period.

V. MEETINGS OF THE MEMBERSHIP

A. The Annual Meeting will be held during the second quarter of the fiscal year. All members shall be notified at least one month in advance. The specific date, time and location of the meeting will be designated by the chair. At the annual meeting the members shall elect directors and officers as needed, receive reports on the activities of the Network, and determine the direction of the Network for the coming year.

B. Special Meetings of the New Hampshire Juvenile Court Diversion Network, Inc. shall be held whenever the Board of Directors deem necessary. Seven days notice to all members is required.

C. The Network shall meet on the third (3rd) Wednesday of every other month at a time and place designated by the chair. The meeting during the month of July can be eliminated if a simple majority of the voting membership approves it.

D. Agendas shall be provided at least seven days in advance of a meeting.

VI. BOARD OF DIRECTORS

A. The Board of Directors shall serve without pay and consist of 5 members, four who make up the Executive Committee and one Member-at-Large. Directors will be elected for varying terms. The member-at large shall be elected for a term of three years, the Chairperson and Treasurer for a term of two years and the Recording Secretary and Vice Chair for two-year terms. Any General member in good standing may seek to be elected to a Board position. The Chairperson will fill vacancies that occur by appointment for the remainder of the vacant term.

B. The Board of Directors shall meet a minimum of three quarters (75%) of meetings annually, not including the Annual Meeting.

C. Special meetings of the Board of Directors of the New Hampshire Juvenile Court Diversion Network, Inc. shall be held whenever necessary. Seven days notice is required.

D. A quorum shall be a simple majority of the Board of Directors.

E. Board Members interested in voting on election of officers or amendments to the by-laws may do so by written ballot or written proxy.

F. Board Members must be current in their annual dues and in good standing from the prior year in order to be eligible to vote in Network matters. Determination of acceptable standards of compliance is at the discretion of the Chairperson of the Board. Board Members who do not meet any of the above stated criteria shall be dismissed from the Board by the Chair.

G. The Board of Directors will vote on issues concerning the Network's operations and existence, elections and amendments.



Juvenile Court Diversion Network, Inc.

NICOLE RODLER, CHAIR

WWW.NHCOURTDIVERSION.ORG

ROCHESTER POLICE DEPARTMENT • (603) 330-7149

VII. OFFICERS

A. The officers of the New Hampshire Juvenile Court Diversion Network, Inc. shall be a Chairperson, Vice Chairperson, Recording Secretary, and Treasurer. The officers shall be elected from the slate submitted by the Nominating Committee at the Annual Meeting.

B. Duties:

1. The Chairperson is the Chief Executive Officer, presides over meetings of The Board of Directors, signs all documents on behalf of the New Hampshire Juvenile Court Diversion Network, Inc. and appoints committee chairpersons as well as the Nominating Committee.

2. The Vice Chairperson, in the absence of the Chairperson, performs the duties of the chairperson, and will provide oversight for all committees on the board. The Vice Chair is responsible for working with the Recording Secretary and Treasurer to track the attendance of General Members to ensure their adherence with requirements to stay in Good Standing.

3. The Recording Secretary keeps the minutes of the meetings of the Board of Directors, including attendance, sends out the minutes to all the members, and maintains the records of the Network.

4. The Treasurer will maintain the corporation's non-profit status and will file all appropriate federal and state documents, tax forms and renewal fees. The treasurer will maintain a list of all agencies who are current in their dues and send out membership renewal forms on a timely basis.

C. Each officer will hold a term of two years. No officer shall be eligible to serve more than 2 consecutive terms in the same office unless voted for by the majority of voting members. In filling vacancies for unexpired terms, an officer who has served more than half of a term is considered to have served a full term in that office.

D. A vacancy in any office will be filled by a majority vote of the voting membership. Nominations shall come from the nominating committee.

E. The officers of the Board shall constitute the Executive Committee and shall meet when necessary to conduct business of the board.

VIII. COMMITTEES

A. Committees may be formed as needed by a majority vote of those present and voting. Such committees shall be dissolved when their function has been served. The Chairperson of the Board shall appoint a Nominating Committee from the Board of Directors to serve during his/her reign.

B. Committee chairs have the responsibility to schedule committee meetings, appoint a member to take notes, and report on the activities of the committee to the membership at regularly scheduled meetings.

C. The Accreditation Committee shall serve as a standing committee and will have the authority to establish Diversion program accreditation standards and re-accreditation requirements approved by the Executive Board and will recommend diversion programs for final accreditation approval. In accordance with RSA 169-B:10 II-a. the Administrative Judge of the Judicial Branch Family Division



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NICOLE RODLER, CHAIR
ROCHESTER POLICE DEPARTMENT • (603) 330-7149

shall have the ultimate authority to approve diversion referral procedures and court approved diversion programs. The Chair of the Committee will be nominated by the Executive Board and voted in by majority vote of the Network. The Chair shall hold the position for two years and may be re-elected up to two-terms.

IX. EXECUTIVE SESSION

Executive sessions may be held to discuss internal/sensitive issues as defined by the Network. The general topic discussed and any votes taken will be recorded in the minutes.

X. SPECIAL RULES

- A. A. Contracts, including grants, may be entered into by the officers of the Network, if approved by the Board of Directors.
- B. B. Any expenditure over the board designated amount of \$400.00 requires a co-signature by an officer.
- C. Officer(s) of the Network may be bonded.
- D. Meetings may be held in venues other than face-to-face where such technology exists for members to access it. Such meetings must be scheduled ahead of time and approved by a simple majority of those present.

XI. BOOKS AND RECORDS

Financial Books and Records will be maintained and housed by the Treasurer of the Network. There will be an annual financial review or audit, as necessary.

XII. FISCAL YEAR

The fiscal year will be from January 1 to December 31.

XIII. DUES

- A. Dues for all members, both General and Associate, the board of directors, and the officers will be \$50.00 annually, payable during the first quarter of the fiscal year. Membership is granted after completion and receipt of a membership application and annual dues.

XIV. CONFIDENTIALITY

The names of individuals, personal circumstances and other internal/sensitive issues as defined by the Network shall be kept confidential by the members of the Network.



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NICOLE RODLER, CHAIR
ROCHESTER POLICE DEPARTMENT • (603) 330-7149

XV. CONFLICT OF INTEREST

Any member who has a financial, personal, or official interest in or conflict (or appearance of a conflict) with any matter pending before the Network, of such nature that it prevents or may prevent that member from acting on the matter in an impartial manner, will offer to the Board to voluntarily excuse him/herself and will refrain from discussion and voting on said item.

XVI. PARLIAMENTARY PROCEDURE

The rules contained in the current edition of Robert's Rules of Order shall govern the New Hampshire Juvenile Court Diversion Network, Inc. in all cases where they are applicable and not inconsistent with these bylaws. Passage of a motion requires a simple majority of the voting members present or by proxy.

XVII. AMENDMENTS OF BYLAWS

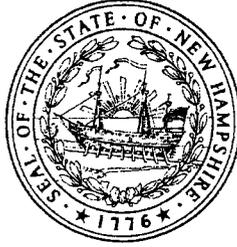
Bylaws may be amended after written 14 day notice by a 2/3 vote, including proxy votes, at any scheduled meeting, including the Annual Meeting.

XVIII. DISSOLUTION

Upon dissolution of The New Hampshire Juvenile Court Diversion Network, Inc. all assets will be donated to The New Hampshire Charitable Foundation.

Approved May 21, 2014

Department of Justice
33 Capitol Street
Concord, NH 03301-6397



ANNUAL FILING FEE: \$75.00
Make check payable to:
STATE OF NEW HAMPSHIRE

ANNUAL REPORT CERTIFICATE

NH Juvenile Court Diversion Network, Inc.
P. Brigham
P.O. Box 550
Hillsboro, NH 03244

Fiscal Year End: December 2014

State Registration # 5625

Under the penalties of perjury set forth in RSA 641:1-3, I declare that I have examined the attached report, including accompanying schedules and statements and to the best of my knowledge and belief, it is true, correct and complete.

Peter D. Brigham

Signature of

PRESIDENT, TREASURER OR TRUSTEE

Peter D. BRIGHAM

(Print or Type) Name of Officer/Trustee

2/21/14

Date

Treasurer

Title

THE SIGNATURE OF THE EXECUTIVE DIRECTOR IS NOT ACCEPTABLE. (If the organization does not have the office of "President" or "Treasurer", please attach an explanation or definition of the authority vested in the signatory.)

STATE OF

COUNTY OF

On this the 21st day of February, 2014 before me personally appeared the above-named officer or trustee who acknowledged himself/herself to be the officer/trustee, President, Treasurer of the above-named organization and took oath or affirmed that the attached report including accompanying schedules and statements is to the best of his/her knowledge and belief true, correct and complete.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Irish B. Campbell

IRIS R. CAMPBELL
New Hampshire
Notary Public / Justice of the Peace
My Commissions Expire October 12, 2016

OFFICE OF THE NEW HAMPSHIRE ATTORNEY GENERAL
 CHARITABLE TRUSTS UNIT
 33 Capitol Street
 Concord, NH 03301-6397

Register of Charitable Trusts

Form NHCT-2A

ANNUAL REPORT

For the calendar year 2013 or fiscal year beginning JANUARY 1st 2013
 and ending December 31st 2013 Registration number 5625

NAME OF ORGANIZATION: NH JUVENILE COURT DIVERSION NETWORK, INC.
 ADDRESS: PO Box 550, 61 West Main Street, Hillsboro, NH 03244
 Please make name/address corrections here:

A) Employer or Federal ID Number: 02-0458455
 D) Tax exempt under section 501 (c) (✓): check here if application for exemption is pending ()
 G) Group return filed for affiliates? Yes No ✓
 Separate return filed by group affiliate? Yes ✓ No

PART I STATEMENT OF SUPPORT, REVENUE, AND EXPENSES AND CHANGES IN FUND BALANCES:

Support and Revenue

1) Contributions, gifts, grants \$
 2) Program service revenue (see part V). Challenge Course TRAINING FEES 150.00
 3) Membership dues and assessments. 595.00
 4) Interest on savings and cash investments.
 5) Dividends and interest from securities.994
 9) Special fundraising events and activities
 (Attach schedule, see instructions #6)
 a) Gross revenue. \$
 b) Minus: direct expenses.
 c) Net income (line 9a minus line 9b).

11) Other revenue (see part V).
 12) Total revenue (add lines 1,2,3,4,5,9(c) and 11). 745.99

Expenses

13) Program services (program service charities only) (see Part III). - 0 -
 14) Management and general (see line 44). 667.79
 17) Total expenses (add lines 13 and 14). 667.79

Fund Balances Lines 18 Through 21 Must Be Completed

18) Excess (deficit) for the year (line 12 minus line 17). 78.20
 19) Fund balances or net worth at the beginning of the year..(see line 75). 9965.48
 20) Other changes in net assets or fund balance.
 (ATTACH EXPLANATION)
 21) Fund balances or net worth at end of year (add lines 18 and 19)(see also line 75) 10,043.68

Organization Name: NH Juvenile Court Diversion Network, Inc.

PART II STATEMENT OF FUNCTIONAL EXPENSES

- 22) Grants and allocations (ATTACH SCHEDULE)
- 23) Specific assistance to individuals.
- 24) Benefits paid to or for members.
- 25) Compensation of officers, directors, etc.
- 26) Other salaries and wages.
- 27) Pension plan contributions.
- 28) Other employee benefits.
- 29) Payroll taxes.
- 30) Professional fundraising fees.
- 31) Accounting fees.
- 32) Legal fees.
- 33) Supplies.
- 34) Telephone.
- 35) Postage and shipping.
- 36) Occupancy.
- 37) Equipment rental and maintenance.
- 38) Printing and publications.
- 39) Travel.
- 40) Conferences, conventions, meetings ANNUAL Mtg Luncheon + go-to-Mtg. 401.79
Subscriptions
- 41) Interest.
- 42) Depreciation (attach schedule)
- 43) Other expenses (itemized):
 - a) ANNUAL Reporting Fee. To. State. of N.H. 75.00
 - b) CHALLENGE COURSE TRAINING 191.00
 - c)
 - d)
 - e)
- 44) Total functional expenses (enter on line 14) 667.79

Organization Name: NH Juvenile Court Diversion Network Inc.

PART III STATEMENT OF PROGRAM SERVICES RENDERED (program service charities only)

DESCRIPTION	EXPENSES
a) <u>N/A</u>	\$ <u>N/A</u>
b)	\$
c)	\$
	\$
TOTAL - MUST EQUAL LINE 13	

Organization Name: NH Juvenile Court Diversion Network, Inc.

PART IV OFFICERS AND DIRECTORS

List ALL Officers, Directors and Trustees. Boards of Directors of voluntary corporations MUST have at least five (5) members who are not related by blood or marriage.

Name *SEE ATTACHED MEMBERSHIP LIST

Home Address _____

Position Held _____

Daytime Phone _____

Name _____

Home Address _____

Position Held _____

Daytime Phone _____

Name _____

Home Address _____

Position Held _____

Daytime Phone _____

Name _____

Home Address _____

Position Held _____

Daytime Phone _____

Name _____

Home Address _____

Position Held _____

Daytime Phone _____

Attach sheet if additional space is required.

**NH Juvenile Court Diversion Network
Paid Membership List 2013**

Updated 10/1/2013

Office of Youth Services

PO Box 550
61 West Main Street
Hillsboro, NH 03244
Tel 464-5779 or 493-2855
Fax 464-3226

***Peter Brigham** e-mail = peteruns26@gmail.com
Judy Fournier e-mail = hillsboroadulted@hotmail.com

Treasurer

Belknap County Youth Services

64 Court Street
Laconia, NH 03246
Tel 527-5493 Fax 527-5498
***Brian Loanes** e-mail = bloanes@belknapcounty.org
John Egan e-mail = jegan@belknapcounty.org
Teri O'Hara e-mail = tohara@belknapcounty.org
Katie Laux e-mail = klaux@belknapcounty.org
Website: www.belknapcounty.org

Rochester Police Juvenile Court Diversion Program

23 Wakefield Street
Rochester, NH 03867
Tel 330-7149 Fax 330-7161
***Nicole Rodler** e-mail = nicole.rodler@rochesternh.net
Agency website: www.rochesternh.net

Chairperson

Valley Court Diversion Program

PO Box 474
White River Jct, Vermont 05001
Tel 802-295-5078 Fax 802-295-8833
Regina Rice Baker e-mail = regina@vcdp.org
Sara Degennaro e-mail = sara@vcdp.org
Rick Wesson e-mail = rick@vcdp.org
Sara DeGennaro e-mail = sara@vcdp.org
Website: www.vcdp.org

City of Keene Youth Services

3 Washington Street

Keene, NH 03431

Tel 357-9810 Fax 1-866-688-8040

***Elisabeth Brown (LB)** E-mail = ebrown@ci.keene.nh.us

Judy Sadoski E-mail = jsadoski@ci.keene.nh.us

Organization/Agency Website: www.ci.keene.nh.us

Greater Derry Juvenile Diversion

36 Tsienneto Road

Derry, NH 03038

Tel 432-8882 Fax 425-6256

***Diane Casale** e-mail = dcasale@urteachers.org

Michelle Mobsby e-mail = mmobsby@urteachers.org

Organization/Agency website: www.urteachers.org

Vice-Chairperson

Community Alliance of Human Services

PO Box 188

Newport, NH 03773

Tel 863-7708 Fax 863-9554

* **Alecia Farquhar** = afarquhar@communityalliance.net

Website: www.communityalliance.net

CADY Alternative Justice

Communities for Alcohol and Drug Free Youth

94 Highland Street

Plymouth, NH 03264

Tel 536-9793 fax 536-9799

***Timothy Tyler** E-mail = ttyler@cadyinc.org

Deb Naro E-mail = dnaro@cadyinc.org

Website: www.cadyinc.org

City of Manchester – Office of Youth Services

1045 Elm Street, 2nd Floor, Suite 204

Manchester, NH 03101

Tel 624-6470 Fax 628-6285

Marty Boldin e-mail = mboldin@manchesternh.gov

***Jon Donovan** e-mail = jdonovan@manchesternh.gov

Karen Lord email = klord@manchesternh.gov

Shannon Hebert = shebert@manchesternh.gov

Agency Website: www.manchesternh.gov/departments

The Youth Council

112 West Pearl Street

Nashua, NH 03060

Tel 889-1090 Fax 598-1703

* **Christina Connor** e-mail = cconnor@theyouthcouncil.org

Holly Mara e-mail = hmara@theyouthcouncil.org

Betsy Houde e-mail = [bhoud@theyouthcouncil.org](mailto:bhoude@theyouthcouncil.org)

Website: www.theyouthcouncil.org

Youth Assistance Program of Northfield, Sanbornton, and Tilton, Inc.

PO Box 3068

Northfield, NH 03276

Tel 286-8577 Fax 286-7687

***Dawn B. Shimberg** e-mail = dshimberg@myfairpoint.net

Secretary

Merrimack County Juvenile Diversion Program

4 Court Street,

Concord, NH 03301

Tel 225-5445

Rich Cram e-mail = rcram@mchumanservices.net

***Jessica klingerman** e-mail = jklingerman@mchumanservices.net

Lynn Haskell e-mail = mcyd@emlto.com

934-1015 Lynn's number in Franklin

Website: www.merrimackcounty.net/humanserv/diversion.html

Upreach TRC

PO Box 355

Goffstown, NH

Tel 497-2343

Fax 497-5367

Kristen Mcgraw e-mail = kristen@upreachtrc.org

* **Karen Kersting** e-mail = karen@upreachtrc.org

Webstie: www.upreachtrc.org

Crispins House

PO Box 411

Goffstown, NH 03045

Tel 497-3499

* **Kristie Curtis** e-mail = kcurtis@crispinshouse.org

Al Baines e-mail = albaines@comcast.net

Non-Voting Network Members

Judge Willard (Bud) Martin

74 Barville Pond Road

Center Sandwich, NH 03227

Tel 527-9161

E-mail = wgm@mlolaw.com

Website: <http://www.budmartin08.com/>

Eileen Mullen Kennedy, MSW

DCYF Administrator

Community & Family Supports Bureau

129 Pleasant Street

Concord, NH 03301-3857

E-mail = emullen@dhhs.state.nh.us

Tel 271-4343 Fax 271-4729

Organization Name: NH Juvenile Court Diversion Network, Inc.

PART V PROGRAM SERVICE REVENUE AND OTHER REVENUE (State nature)
(Program service charities only)

	<u>Program Service</u>	<u>Other</u>
a) <u>N/A</u>	<u>- 0 -</u>	<u>- 0 -</u>
b) <u>↓</u>	<u>1</u>	<u>1</u>
c) <u>↓</u>	<u>- 0 -</u>	<u>- 0 -</u>
d) <u>↓</u>	<u>- 0 -</u>	<u>- 0 -</u>

PART VI BALANCE SHEETS

	<u>Beginning of Year</u>	<u>End of Year</u>
Assets		
45) Cash - non interest bearing	<u>9,965.48</u>	<u>10,043.68</u>
46) Savings and cash investments		
47) Accounts receivable		
48) Pledges receivable		
49) Grants receivable		
50) Receivables due from Officers, Directors, etc.		
51) Other notes and loans receivable		
52) Inventories for sale or use		
53) Prepaid		
54) Investments - securities		
55) Investments - real estate		
56) Investments - other		
58) Other assets		
59) Total assets (add lines 45 through 58)	<u>9,965.48</u>	<u>10,043.68</u>
Liabilities		
60) Accounts payable		
61) Grants payable		
63) Loans from officers, directors, etc.		
64) Mortgages/notes payable		
65) Other liabilities		
66) Total liabilities (add lines 60 through 65)		
Fund Balances or Net Worth <u>Line 75 Must Be Completed</u>		
75) Net worth (assets, line 59, minus liabilities, line 66)	<u>9,965.48</u>	<u>10,043.68</u>

NOTE: PLEASE BE SURE TO SIGN THE ANNUAL REPORT CERTIFICATE BEFORE A NOTARY PUBLIC AND RETURN THE CERTIFICATE AND REPORT TO:

Office of the Attorney General, Charitable Trusts Unit, 33 Capitol St., Concord, NH 03301-6397

FAILURE TO FILE ANNUAL FINANCIAL REPORTS WITH THE DEPARTMENT OF JUSTICE IN A TIMELY MANNER MAY RESULT IN COURT ACTION AND THE IMPOSITION OF CIVIL PENALTIES OF UP TO \$10,000.00 FOR EACH VIOLATION (RSA 7:28-f II (d))

OFFICE OF THE NEW HAMPSHIRE ATTORNEY GENERAL
CHARITABLE TRUSTS UNIT
33 Capitol Street, Concord, NH 03301-6397

MUST BE COMPLETED
AND ATTACHED TO FILING

APPENDIX TO ANNUAL REPORT

Name of Organization: NH Juvenile Court Diversion Network, Inc.

1. Is there currently a conflict of interest policy in effect? Yes No
A Conflict of Interest Policy is required by law. (see RSA 7:19, II)

If No, please provide explanation for not adopting a Conflict of Interest Policy (attach extra pages if necessary): N/A

2. Did any officer, Director, Trustee or member of the immediate family obtain a pecuniary benefit from the organization in the last year other than reasonable compensation for services rendered and expenses incurred in connection with their official duties? (see RSA 7:19-a) Yes No

If Yes, complete the following:

- A. Was any real estate transaction involved? Yes No
- B. Was a loan made to any director, officer or trustee? Yes No
- C. Was a pecuniary benefit paid in excess of \$500? Yes No
If Yes, attach copy of Meeting Minutes.
- D. Was a pecuniary benefit paid in excess of \$5,000? Yes No
If Yes, attach a copy of each of the following:
 Public Notice made pursuant to RSA 7:19-a, II (d)
 Meeting Minutes
 Employment Contract

E. Provide a **list** of each pecuniary benefit transaction involving a director, officer, trustee or member of their immediate family. Include name(s) of recipient(s) and amount(s) of benefit(s) as required under RSA 7:19-a, II (c) and RSA 7:28 (attach extra pages if necessary).

Name of Trustee: _____ Nature & Amount of Benefit: _____

Name of Trustee: _____ Nature & Amount of Benefit: _____

NOTE: The Director of Charitable Trusts may request **copies** of all contracts, payment records, vouchers and financial records or documents involving a director, officer, trustee or member of the immediate family as authorized under RSA 7:24.

Itemized Categories
1/1/2013 Through 12/31/2013

2/21/2014

Page 1

Date	Account	Num	Description	Memo	Clr	Amount
INCOME						
Fees collected						
2/14/2013	Checking - ... DEP		Membersh...		R	300.00
2/28/2013	Checking - ... DEP		Membersh...		R	105.00
3/20/2013	Checking - ... DEP		Membersh...		R	70.00
4/9/2013	Checking - ... DEP		Membersh...		R	70.00
8/20/2013	Checking - ... DEP		Membersh...		R	50.00
9/30/2013	Checking - ... DEP		Challenge... CC Training Fees		R	100.00
12/31/2013	Checking - ... DEP		Challenge... CC Training Fees		R	50.00
TOTAL Fees collected						745.00
Interest						
1/28/2013	Checking - ...		Interest E...		R	0.08
2/28/2013	Checking - ...		Interest E...		R	0.08
3/28/2013	Checking - ...		Interest E...		R	0.09
4/28/2013	Checking - ...		Interest E...		R	0.08
5/28/2013	Checking - ...		Interest E...		R	0.09
6/28/2013	Checking - ...		Interest E...		R	0.08
7/28/2013	Checking - ...		Interest E...		R	0.08
8/28/2013	Checking - ...		Interest E...		R	0.08
9/28/2013	Checking - ...		Interest E...		R	0.08
10/28/2013	Checking - ...		Interest E...		R	0.09
11/28/2013	Checking - ...		Interest E...		R	0.08
12/28/2013	Checking - ...		Interest E...		R	0.08
TOTAL Interest						0.99
TOTAL INCOME						745.99
EXPENSES						
Meeting Expense						
1/15/2013	Checking - ... 1308		Go To Me... On-line Meetings		R	-46.00
1/15/2013	Checking - ... 1309		2nd Install... On-line Metings		R	-46.50
6/21/2013	Checking - ... 1314		Annual M... Annual Mtg		R	-270.00
11/5/2013	Checking - ... 1315		Diane Cas... Accreditation Mtg E...		R	-39.29
TOTAL Meeting Expense						-401.79 ✓
Misc						
2/1/2013	Checking - ... 1312		State Of N... Annual filing fee		R	-75.00
TOTAL Misc						-75.00 ✓
Training						
5/31/2013	Checking - ... 1313		Challenge... CC Facilitator Traini...		R	-191.00
TOTAL Training						-191.00 ✓
TOTAL EXPENSES						-667.79
OVERALL TOTAL						78.20

Department of Justice
33 Capitol Street
Concord, NH 03301-6397



ANNUAL FILING FEE: \$75.00
Make check payable to:
STATE OF NEW HAMPSHIRE

ANNUAL REPORT CERTIFICATE

NH Juvenile Court Diversion Network, Inc.
P. Brigham
P.O. Box 550
Hillsboro, NH 03244

Fiscal Year End: December 2012
State Registration # 5625

Under the penalties of perjury set forth in RSA 641:1-3, I declare that I have examined the attached report, including accompanying schedules and statements and to the best of my knowledge and belief, it is true, correct and complete.

Peter D. Brigham
Signature of
PRESIDENT, TREASURER OR TRUSTEE

1/29/13
Date

Peter D. BRIGHAM
(Print or Type) Name of Officer/Trustee

Treasurer
Title

THE SIGNATURE OF THE EXECUTIVE DIRECTOR IS NOT ACCEPTABLE. (If the organization does not have the office of "President" or "Treasurer", please attach an explanation or definition of the authority vested in the signatory.)

STATE OF New Hampshire

COUNTY OF Hillsborough

On this the 29th day of January, 2013 before me personally appeared the above-named officer or trustee who acknowledged himself/herself to be the officer/trustee, President, Treasurer of the above-named organization and took oath or affirmed that the attached report including accompanying schedules and statements is to the best of his/her knowledge and belief true, correct and complete.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Iris R. Campbell

IRIS R. CAMPBELL
New Hampshire
Notary Public / Justice of the Peace
My Commission Expires October 12, 2016

OFFICE OF THE NEW HAMPSHIRE ATTORNEY GENERAL
 CHARITABLE TRUSTS UNIT
 33 Capitol Street
 Concord, NH 03301-6397

Register of Charitable Trusts

Form NHCT-2A

ANNUAL REPORT

For the calendar year 2012 or fiscal year beginning JANUARY 1st, 2012
 and ending December 31st 2012 Registration number 5625

NAME OF ORGANIZATION: NH Juvenile Court Diversion Network Inc
 ADDRESS: P.O. Box 550, 61 West MAIN Street, Hillsboro, NH 03244
 Please make name/address corrections here:

A) Employer or Federal ID Number: 02-0458455
 D) Tax exempt under section 501 (c) (✓): check here if application for exemption is pending ()
 G) Group return filed for affiliates? Yes No ✓
 Separate return filed by group affiliate? Yes ✓ No

PART I STATEMENT OF SUPPORT, REVENUE, AND EXPENSES AND CHANGES IN FUND BALANCES:

Support and Revenue

1) Contributions, gifts, grants	\$	_____
2) Program service revenue (see part V). <u>Challenge Course TRAINING</u> ..		<u>500.00</u>
3) Membership <u>dues</u> and assessments		<u>590.00</u>
4) Interest on savings and cash investments		_____
5) Dividends and <u>interest</u> from securities		<u>397</u>
9) Special fundraising events and activities (Attach schedule, see instructions #6)		_____
a) Gross revenue	\$	_____
b) Minus: direct expenses		_____
c) Net income (line 9a minus line 9b)		_____
11) Other revenue (see part V)		_____
12) Total revenue (add lines 1,2,3,4,5,9(c) and 11)		<u>1093.97</u>

Expenses

13) Program services (program service charities only) (see Part III)		<u>- 0 -</u>
14) Management and general (see line 44)		<u>929.01</u>
17) Total expenses (add lines 13 and 14)		<u>929.01</u>
Fund Balances Lines 18 Through 21 Must Be Completed		
18) <u>Excess</u> (deficit) for the year (line 12 minus line 17)		<u>164.96</u>
19) Fund balances or net worth at the <u>beginning</u> of the year..(see line 75)		<u>9800.52</u>
20) Other changes in net assets or fund balance		_____
(ATTACH EXPLANATION)		
21) Fund balances or net worth at <u>end</u> of year (add lines 18 and 19)(see also line 75)		<u>9965.48</u>

Organization Name: NH Juvenile Court Diversion Network, Inc.

PART II STATEMENT OF FUNCTIONAL EXPENSES

22) Grants and allocations (ATTACH SCHEDULE).....	_____
23) Specific assistance to individuals.....	_____
24) Benefits paid to or for members.....	_____
25) Compensation of officers, directors, etc.....	_____
26) Other salaries and wages.....	_____
27) Pension plan contributions.....	_____
28) Other employee benefits.....	_____
29) Payroll taxes.....	_____
30) Professional fundraising fees.....	_____
31) Accounting fees.....	_____
32) Legal fees.....	_____
33) Supplies.....	_____
34) Telephone.....	_____
35) Postage and shipping.....	_____
36) Occupancy.....	_____
37) Equipment rental and maintenance.....	_____
38) Printing and publications.....	_____
39) Travel.....	_____
40) Conferences, conventions, <u>meetings</u> , <u>ANNUAL Mtg + Go-To - Mtg</u>	<u>319⁷⁰</u>
41) Interest.....	_____
42) Depreciation (attach schedule).....	_____
43) Other expenses (itemized):	
a) <u>Annual Reporting Fee To State of NH</u>	<u>75⁰⁰</u>
b) <u>Memorial Donation</u>	<u>100⁰⁰</u>
c) <u>Challenge Course Facilitator TRAINING</u>	<u>434³¹</u>
d) _____.....	_____
e) _____.....	_____
44) Total functional expenses (enter on line 14).....	<u>929⁰¹</u>

Organization Name: NH Juvenile Court Diversion Network, Inc

PART III STATEMENT OF PROGRAM SERVICES RENDERED (program service charities only)

DESCRIPTION	EXPENSES
a) <u>N/A</u>	\$ <u>N/A</u>
b)	\$
c)	\$
TOTAL - MUST EQUAL LINE 13	\$

Organization Name: NH Juvenile Court Diversion Network, Inc.

PART IV OFFICERS AND DIRECTORS

List ALL Officers, Directors and Trustees. Boards of Directors of voluntary corporations MUST have at least five (5) members who are not related by blood or marriage.

Name * SEE ATTACHED MEMBERSHIP LIST

Home Address _____

Position Held _____

Daytime Phone _____

Name _____

Home Address _____

Position Held _____

Daytime Phone _____

Name _____

Home Address _____

Position Held _____

Daytime Phone _____

Name _____

Home Address _____

Position Held _____

Daytime Phone _____

Name _____

Home Address _____

Position Held _____

Daytime Phone _____

Attach sheet if additional space is required.



NEW HAMPSHIRE JUVENILE COURT DIVERSION NETWORK

PROFESSIONALS AND VOLUNTEERS DEVELOPING ALTERNATIVES
IN JUVENILE JUSTICE

NH Juvenile Court Diversion Network Paid Membership List 2012

Updated 9/19/12

Office of Youth Services

PO Box 550
61 West Main Street
Hillsboro, NH 03244
Tel 464-5779 or 493-2855
Fax 464-3226

***Peter Brigham** e-mail = peteruns26@gmail.com
Judy Fournier e-mail = hillsboroadulted@hotmail.com

Treasurer

Belknap County Youth Services

64 Court Street
Laconia, NH 03246
Tel 527-5493 Fax 527-5498

***Brian Loanes** e-mail = bloanes@belknapcounty.org
John Egan e-mail = jegan@belknapcounty.org
Teri O'Hara e-mail = tohara@belknapcounty.org
Katie Laux e-mail = klaux@belknapcounty.org
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Rochester Police Juvenile Court Diversion Program

23 Wakefield Street
Rochester, NH 03867
Tel 330-7149 Fax 330-7161

***Nicole Rodler** e-mail = nicole.rodler@rochesternh.net
Agency website: www.rochesternh.net

Chairperson

Youth Assistance Program of Northfield, Sanbornton, and Tilton, Inc.

PO Box 3068
Northfield, NH 03276
Tel 286-8577 Fax 286-7687

***Dawn B. Shimberg** e-mail = dshimberg@myfairpoint.net

Secretary

Valley Court Diversion Program

PO Box 474

White River Jct, Vermont 05001

Tel 802-295-5078 Fax 802-295-8833

Regina Rice Baker e-mail = regina@vcdp.org

Sara Degennaro e-mail = sara@vcdp.org

Rick Wesson e-mail = rick@vcdp.org

Sara DeGennaro e-mail = sara@vcdp.org

Website: www.vcdp.org

The Youth Council

112 West Pearl Street

Nashua, NH 03060

Tel 889-1090 Fax 598-1703

* **Christina Connor** e-mail = cconnor@theyouthcouncil.org

Holly Mara e-mail = hmara@theyouthcouncil.org

Betsy Abrahams e-mail = babrahams@theyouthcouncil.org

Website: www.theyouthcouncil.org

City of Keene Youth Services

3 Washington Street

Keene, NH 03431

Tel 357-9810 Fax 1-866-688-8040

***Elisabeth Brown (LB)** E-mail = ebrown@ci.keene.nh.us

Judy Sadoski E-mail = jsadoski@ci.keene.nh.us

Organization/Agency Website: www.ci.keene.nh.us

Merrimack County Juvenile Diversion Program

4 Court Street,

Concord, NH 03301

Tel 225-5445

Rich Cram e-mail = rcram@mchumanservices.net

Chris Averill e-mail = caverill@mchumanservices.net

***Jessica klingerman** e-mail = jklingerman@mchumanservices.net

Lynn Haskell e-mail = mcyd@emlto.com

934-1015 Lynn's number in Franklin

Website: www.merrimackcounty.net/humanserv/diversion.html

Greater Derry Juvenile Diversion

36 Tsienneto Road

Derry, NH 03038

Tel 432-8882 Fax 425-6256

***Diane Casale** e-mail = dcasale@urteachers.org

Michelle Mobsby e-mail = mmobsby@urteachers.org

Organization/Agency website: www.urteachers.org

Vice-Chairperson

Community Alliance of Human Services

PO Box 188

Newport, NH 03773

Tel 863-7708 Fax 863-9554

* Alecia Farquhar = afarquhar@communityalliance.net

Website: www.communityalliance.net

Upreach TRC

PO Box 355

Goffstown, NH

Tel 497-2343

Fax 497-5367

Kristen McGraw e-mail = kristen@upreachtrc.org

Karen Kersting e-mail = karen@upreachtrc.org

Webstie: www.upreachtrc.org

City of Manchester – Office of Youth Services

1045 Elm Street, 2nd Floor, Suite 204

Manchester, NH 03101

Tel 624-6470 Fax 628-6285

Marty Boldin e-mail = mboldin@manchesternh.gov

*Jon Donovan e-mail = jdonovan@manchesternh.gov

Karen Lord email = klord@manchesternh.gov

Shannon Hebert = shebert@manchesternh.gov

Agency Website: www.manchesternh.gov/departments

Tri-County CAP Restorative Justice Center

448 White Mountain Hwy

Tamworth, NH 03886

Tel 323-2399 Fax 323-2388

*Lance M Zach e-mail = lmz@tccap.org

Louessa Ruiz e-mail = lruiz@tccap.org

Erica Mullen e-mail = emullen@tccap.org

Kim Hoyt e-mail = kimhoyt@tccap.org

Website: www.tccap.org

CADY Alternative Justice

Communities for Alcohol and Drug Free Youth

94 Highland Street

Plymouth, NH 03264

Tel 536-9793 fax 536-9799

*Timothy Tyler E-mail = ttyler@cadyinc.org

Deb Naro E-mail = dnaro@cadyinc.org

Website: www.cadyinc.org

Family Mediation & Juvenile Services

16 Academy Ave.

Atkinson, NH 03811

Tel 362-9957 Fax 362-4721

Roclyn Porter MS, LMFT, MS E-mail = rporter@fmjs.org

Melissa Huntley, BS, AA e-mail = mhuntley@fmjs.org

Website: www.fmjs.org

Seacoast Youth Services

PO Box 1381

Seabrook, NH 03874

Tel 474-3332 Fax 372-0822

Vic Maloney e-mail = vic@seacoastyouthservices.org

Stephanie Charron e-mail = Stephanie@seacoastyouthservices.org

Website: www.seacoastyouthservice.org

Non-Voting Network Members

Judge Willard (Bud) Martin

74 Barville Pond Road

Center Sandwich, NH 03227

Tel 527-9161

E-mail = wgm@mlolaw.com

Website: <http://www.budmartin08.com/>

Eileen Mullen Kennedy, MSW

DCYF Administrator

Community & Family Supports Bureau

129 Pleasant Street

Concord, NH 03301-3857

E-mail = emullen@dhhs.state.nh.us

Tel 271-4343 Fax 271-4729

Organization Name: NH Juvenile Court Diversion Network, Inc.

PART V PROGRAM SERVICE REVENUE AND OTHER REVENUE (State nature)
(Program service charities only)

	<u>Program Service</u>	<u>Other</u>
a) <u>N/A</u>	<u>- 0 -</u>	<u>- 0 -</u>
b) _____	<u>1</u>	<u>1</u>
c) _____	<u>1</u>	<u>1</u>
d) _____	<u>- 0 -</u>	<u>- 0 -</u>

PART VI BALANCE SHEETS

	<u>Beginning of Year</u>	<u>End of Year</u>
Assets		
45) Cash - non interest bearing		
46) Savings and cash investments	<u>9800.52</u>	<u>9965.48</u>
47) Accounts receivable		
48) Pledges receivable		
49) Grants receivable		
50) Receivables due from Officers, Directors, etc.		
51) Other notes and loans receivable		
52) Inventories for sale or use		
53) Prepaid		
54) Investments - securities		
55) Investments - real estate		
56) Investments - other		
58) Other assets		
59) Total assets (add lines 45 through 58)	<u>9800.52</u>	<u>9965.48</u>
Liabilities		
60) Accounts payable		
61) Grants payable		
63) Loans from officers, directors, etc.		
64) Mortgages/notes payable		
65) Other liabilities		
66) Total liabilities (add lines 60 through 65)		
Fund Balances or Net Worth <u>Line 75 Must Be Completed</u>		
75) Net worth (assets, line 59, minus liabilities, line 66)	<u>9800.52</u>	<u>9965.48</u>

NOTE: PLEASE BE SURE TO SIGN THE ANNUAL REPORT CERTIFICATE BEFORE A NOTARY PUBLIC AND RETURN THE CERTIFICATE AND REPORT TO:

Office of the Attorney General, Charitable Trusts Unit, 33 Capitol St., Concord, NH 03301-6397

FAILURE TO FILE ANNUAL FINANCIAL REPORTS WITH THE DEPARTMENT OF JUSTICE IN A TIMELY MANNER MAY RESULT IN COURT ACTION AND THE IMPOSITION OF CIVIL PENALTIES OF UP TO \$10,000.00 FOR EACH VIOLATION (RSA 7:28-f II (d))

OFFICE OF THE NEW HAMPSHIRE ATTORNEY GENERAL
CHARITABLE TRUSTS UNIT
33 Capitol Street, Concord, NH 03301-6397

MUST BE COMPLETED
AND ATTACHED TO FILING

APPENDIX TO ANNUAL REPORT

Name of Organization: NH Juvenile Court Diversion Network, Inc.

1. Is there currently a conflict of interest policy in effect? Yes No
A Conflict of Interest Policy is required by law. (see RSA 7:19, II)

If No, please provide explanation for not adopting a Conflict of Interest Policy (attach extra pages if necessary): N/A

2. Did any officer, Director, Trustee or member of the immediate family obtain a pecuniary benefit from the organization in the last year other than reasonable compensation for services rendered and expenses incurred in connection with their official duties? (see RSA 7:19-a) Yes No

If Yes, complete the following:

- A. Was any real estate transaction involved? Yes No

- B. Was a loan made to any director, officer or trustee? Yes No

- C. Was a pecuniary benefit paid in excess of \$500? Yes No
If Yes, attach copy of Meeting Minutes.

- D. Was a pecuniary benefit paid in excess of \$5,000? Yes No

If Yes, attach a copy of each of the following:

Public Notice made pursuant to RSA 7:19-a, II (d)

Meeting Minutes

Employment Contract

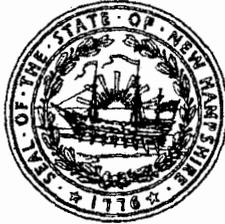
- E. Provide a list of each pecuniary benefit transaction involving a director, officer, trustee or member of their immediate family. Include name(s) of recipient(s) and amount(s) of benefit(s) as required under RSA 7:19-a, II (c) and RSA 7:28 (attach extra pages if necessary).

Name of Trustee: _____ Nature & Amount of Benefit: _____

Name of Trustee: _____ Nature & Amount of Benefit: _____

NOTE: The Director of Charitable Trusts may request copies of all contracts, payment records, vouchers and financial records or documents involving a director, officer, trustee or member of the immediate family as authorized under RSA 7:24.

Department of Justice
33 Capitol Street
Concord, NH 03301-6397



ANNUAL FILING FEE: \$75.00
Make check payable to:
STATE OF NEW HAMPSHIRE

ANNUAL REPORT CERTIFICATE

NH Juvenile Court Diversion Network, Inc
P. Brigham
PO Box 550
Hillsboro, NH 03244

Fiscal Year End: December 2011
State Registration # 5625

Under the penalties of perjury set forth in RSA 641:1-3, I declare that I have examined the attached report, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete.

Peter D. Brigham
Signature of President, Treasurer or Trustee

2/27/12
Date

PETER D. BRIGHAM
(print or type) Name of Officer/Trustee

Treasurer
Title

THE SIGNATURE OF THE EXECUTIVE DIRECTOR IS NOT ACCEPTABLE. (If the organization does not have the office of "President" or "Treasurer", please attach an explanation or definition of the authority vested in the signator.)

STATE OF New Hampshire

COUNTY OF Hillsborough

On this the 27th day of February, 20 12 before me personally appeared the above named officer or trustee who acknowledged himself/herself to be the officer/trustee, President, or Treasurer of the above named organization and took oath or affirmed that the attached report, including accompanying schedules and statements, is, to the best of his/her knowledge and belief, true, correct and complete.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Lauralee M. Lomonaco
Notary Public

LAURALEE M. LOMONACO
Notary Public / Justice of the Peace
My Commission Expires August 13, 2013

OFFICE OF THE NEW HAMPSHIRE ATTORNEY GENERAL
 CHARITABLE TRUSTS UNIT
 33 Capitol Street
 Concord, NH 03301-6397

Register of Charitable Trusts

Form NHCT-2A

ANNUAL REPORT

For the calendar year 2011
 and ending December 31st, 2011

or fiscal year beginning JANUARY 1st, 2011
 Registration number 5625

NAME OF ORGANIZATION: NH Juvenile Court Diversion Network Inc.
 ADDRESS: P.O. Box 550, 61 West MAIN St. Hillsboro, NH 03244
 Please make name/address corrections here:

A) Employer or Federal ID Number: 02-0458455
 D) Tax exempt under section 501 (c) (): check here if application for exemption is pending ()
 G) Group return filed for affiliates? Yes No
 Separate return filed by group affiliate? Yes No

PART I STATEMENT OF SUPPORT, REVENUE, AND EXPENSES AND CHANGES IN FUND BALANCES:

Support and Revenue

1) Contributions, gifts, grants \$ _____
 2) Program service revenue (see part V). Challenge Course Fees 320⁰⁰
 3) Membership dues and assessments 690⁰⁰
 4) Interest on savings and cash investments _____
 5) Dividends and interest from securities 553
 9) Special fundraising events and activities
 (Attach schedule, see instructions #6)
 a) Gross revenue \$ _____
 b) Minus: direct expenses _____
 c) Net income (line 9a minus line 9b) _____

11) Other revenue (see part V) _____
 12) Total revenue (add lines 1,2,3,4,5,9(c) and 11) 1015⁵³

Expenses

13) Program services (program service charities only) (see Part III) -0-
 14) Management and general (see line 44) 948⁵³
 17) Total expenses (add lines 13 and 14) 948⁵³

Fund Balances Lines 18 Through 21 Must Be Completed

18) Excess (deficit) for the year (line 12 minus line 17) 67⁰⁰
 19) Fund balances or net worth at the beginning of the year..(see line 75) 9733⁵²
 20) Other changes in net assets or fund balance _____
 (ATTACH EXPLANATION)
 21) Fund balances or net worth at end of year (add lines 18 and 19)(see also line 75) 9800⁵²

Organization Name: NH Juvenile Court Diversion Network, Inc.

PART II STATEMENT OF FUNCTIONAL EXPENSES

22) Grants and allocations (ATTACH SCHEDULE).....	_____
23) Specific assistance to individuals.....	_____
24) Benefits paid to or for members.....	_____
25) Compensation of officers, directors, etc.....	_____
26) Other salaries and wages.....	_____
27) Pension plan contributions.....	_____
28) Other employee benefits.....	_____
29) Payroll taxes.....	_____
30) Professional fundraising fees.....	_____
31) Accounting fees.....	_____
32) Legal fees.....	_____
33) Supplies.....	_____
34) Telephone.....	_____
35) Postage and shipping.....	_____
36) Occupancy.....	_____
37) Equipment rental and maintenance.....	_____
38) Printing and publications.....	_____
39) Travel.....	_____
40) Conferences, conventions, <u>meetings</u> , <u>Luncheon Mtgs</u>	<u>524.93</u>
41) Interest.....	_____
42) Depreciation (attach schedule).....	_____
43) Other expenses (itemized):	
a) <u>Website Domain & Hosting Fees</u>	<u>135.27</u>
b) <u>Video Conference Equipment For Meetings</u>	<u>138.33</u>
c) <u>Corporate Name Renewal Fee State of NH</u>	<u>75.00</u>
d) <u>ANNUAL Reporting Fee To State of NH</u>	<u>75.00</u>
e).....	_____
44) Total functional expenses (enter on line 14).....	<u>948.53</u>

Organization Name: NH Juvenile Court Diversion Network Inc.

PART III STATEMENT OF PROGRAM SERVICES RENDERED (program service charities only)

	DESCRIPTION
a)	<u>N/A</u>
b)	
c)	

	EXPENSES
	<u>\$ N/A</u>

TOTAL - MUST EQUAL LINE 13

Organization Name: NH Juvenile Court Diversion Network Inc.

PART IV OFFICERS AND DIRECTORS

List ALL Officers, Directors and Trustees. Boards of Directors of voluntary corporations MUST have at least five (5) members who are not related by blood or marriage.

** See Attached Membership List*

Name _____
Home Address _____

Position Held _____
Daytime Phone _____

Name _____
Home Address _____

Position Held _____
Daytime Phone _____

Name _____
Home Address _____

Position Held _____
Daytime Phone _____

Name _____
Home Address _____

Position Held _____
Daytime Phone _____

Name _____
Home Address _____

Position Held _____
Daytime Phone _____

Attach sheet if additional space is required.

**NH Juvenile Court Diversion Network
Paid Membership List 2011**

*** Denotes Current (2011) Board Member**

Greater Derry Juvenile Diversion

36 Tsienneto Road
Derry, NH 03038
Tel 432-8882 Fax 425-6256

***Diane Casale** e-mail = dcasale@urteachers.org
Michelle Mobsby e-mail = mmobsby@urteachers.org
Organization/Agency website: www.urteachers.org

Vice-Chairperson

Office of Youth Services

PO Box 550
61 West Main Street
Hillsboro, NH 03244
Tel 464-5779 or 493-2855
Fax 464-3226

***Peter Brigham** e-mail = peteruns26@gmail.com
Judy Fournier e-mail = hillsboroadulted@hotmail.com

Treasurer

Belknap County Youth Services

64 Court Street
Laconia, NH 03246
Tel 527-5493 Fax 527-5498
***Brian Loanes** e-mail = bloanes@belknapcounty.org
John Egan e-mail = jegan@belknapcounty.org
Teri O'Hara e-mail = tohara@belknapcounty.org
Katie Laux e-mail = klaux@belknapcounty.org
Website: www.belknapcounty.org

City of Manchester – Office of Youth Services

1045 Elm Street, 2nd Floor, Suite 204
Manchester, NH 03101
Tel 624-6470 Fax 628-6285
Marty Boldin e-mail = mboldin@manchesternh.gov
***Jon Donovan** e-mail = jdonovan@manchesternh.gov
Karen Lord email = klord@manchesternh.gov
Agency Website: www.manchesternh.gov

**CADY Alternative Justice
Communities for Alcohol and Drug Free Youth**

94 Highland Street
Plymouth, NH 03264
Tel 536-9793 fax 536-9799
***Timothy Tyler** E-mail = ttyler@cadyinc.org
Deb Naro E-mail = dnaro@cadyinc.org
Website: www.cadyinc.org

City of Keene Youth Services

3 Washington Street
Keene, NH 03431
Tel 357-9810 Fax 1-866-688-8040
***Elisabeth Brown (LB)** E-mail = ebrown@ci.keene.nh.us
Judy Sadoski E-mail = jsadoski@ci.keene.nh.us
Organization/Agency Website: www.ci.keene.nh.us

Merrimack County Juvenile Diversion Program

4 Court Street,
Concord, NH 03301
Tel 225-5445
Rich Cram e-mail = rcram@mchumanservices.net
Chris Averill e-mail = caverill@mchumanservices.net
***Jessica Klingerman** e-mail = jklingerman@mchumanservices.net
Lynn Haskell e-mail = mcyd@emlto.com
934-1015 Lynn's number in Franklin

Rochester Juvenile Court Diversion Program

23 Wakefield Street
Rochester, NH 03867
Tel 330-7149 Fax 330-7161
***Nicole Rodler** e-mail = nicole.rodler@rochesternh.net
Agency website: www.rochesternh.net

Youth Assistance Program of Northfield, Sanbornton, and Tilton, Inc.

PO Box 3068
Northfield, NH 03276
Tel 286-8577 Fax 286-7687
Martha C. Douglass e-mail = mcdouglass@myfairpoint.net
***Dawn B. Shimberg** e-mail = dshimberg@myfairpoint.net

Secretary

Youth Alternatives Program

30 Exchange Street
Berlin, NH 03570
Tel 752-1872 Fax 752-7607
Lancaster/Colebrook 788-2613
***Kimberly Hoyt** e-mail = kimhoyt@tccap.org
Kathy McKenna e-mail = kmckenna@tccap.org

Community Alliance of Human Services

PO Box 188

Newport, NH 03773

Tel 863-7708 Fax 863-9554

* **G. Michael Sanborn** e-mail = msanborn@communityalliance.net

Laura Trow e-mail = ltrow@communityalliance.net

Jane Dearden e-mail = jdear@musicinyourlife.com

Website: www.communityalliance.net

Carroll County Restorative Justice Center

448 White Mountain Hwy

Tamworth, NH 03886

Tel 323-2399 Fax 323-2388

* **Cathy Steers** e-mail = csteers@tccap.org

Chairperson/President

Website: www.tccap.org

Northern Strafford County Juvenile Court Diversion Program

DBA: CHANCES

9 Mechanic Street

Farmington, NH 03835

Tel 755-3395 Fax 755-3355

* **Catherine Howard** e-mail = chancescathy@aol.com

Alexandra Perch-Ahern e-mail = chancesap@hotmail.com

Agency Website: <http://www.chancesite.info/>

Valley Court Diversion Program

PO Box 474

White River Jct, Vermont 05001

Tel 802-295-5078 Fax 802-295-8833

Regina Rice Baker e-mail = regina@vcdp.org

Sara Degennaro e-mail = sara@vcdp.org

Rick Wesson e-mail = rick@vcdp.org

Maureen Bogosian e-mail = maureen@vcdp.org

The Youth Council

112 West Pearl Street

Nashua, NH 03060

Tel 889-1090 Fax 598-1703

* **Christina Connor** e-mail = cconnor@theyouthcouncil.org

Holly Mara e-mail = hmara@theyouthcouncil.org

Betsy Abrahams e-mail = babrahams@theyouthcouncil.org

Website: www.theyouthcouncil.org

Greater Nashua Mental Health Center/Community Connection for Youth

15 Prospect Street

Nashua, NH 03060

Tel 889-6147 Fax 394-9649

* **Michelle Keyworth** e-mail = keyworthm@gnmhc.org

Steve Press e-mail = presss@gnmhc.org

Website: www.GNMHC.org

Seacoast Youth Services

PO Box 1381

Seabrook, NH 03842

Tel 474-3332 Fax 1-603-372-0822

***Vic Maloney** e-mail = vic@seacoastyouthservices.orgBarry Timmerman e-mail = barry@seacoastyouthservices.orgMaria Kenney e-mail = maria@seacoastyouthservices.orgForrest Carter e-mail = forrest@seacoastyouthservices.org**Website:** www.seacoastyouthservices.org**Family Mediation & Juvenile Services**

16 Academy Ave.

Atkinson, NH 03811

Tel 362-9957 Fax 362-4721

Roclyn Porter MS, LMFT, E-mail = rporter@fmjs.orgDonna Rooney e-mail = drooney@fmjs.orgMelissa Huntley e-mail = mhuntley@fmjs.org**Website:** www.fmjs.org**Non-Voting Network Members****Judge Willard (Bud) Martin**

74 Barville Pond Road

Center Sandwich, NH 03227

Tel 527-9161

E-mail = wgm@mlolaw.comWebsite: <http://www.budmartin08.com/>**Eileen Mullen Kennedy, MSW**

DCYF Administrator

Community & Family Supports Bureau

129 Pleasant Street

Concord, NH 03301-3857

E-mail = emullen@dhhs.state.nh.us

Tel 271-4343 Fax 271-4729

Sunset Hill Educational Institute

PO Box 435

South Sutton, NH 03273

Website: SHEINH.orgContact: Carol Conforti-Adams e-mail = ccadams@wildblue.net

Tel. 938-2562 Fax 938-2562

Updated 4/6/11

Organization Name: NH Juvenile Court Diversion Network Inc

PART V PROGRAM SERVICE REVENUE AND OTHER REVENUE (State nature)

(Program service charities only)

	<u>Program Service</u>	<u>Other</u>
a) <u>N/A</u>	<u>- 0 -</u>	<u>- 0 -</u>
b) _____	<u> </u>	<u> </u>
c) _____	<u> </u>	<u> </u>
d) _____	<u>- 0 -</u>	<u>- 0 -</u>

PART VI BALANCE SHEETS

	<u>Beginning of Year</u>	<u>End of Year</u>
Assets		
45) Cash - non interest bearing	<u>9733 52</u>	<u>9800 52</u>
46) Savings and cash investments	_____	_____
47) Accounts receivable	_____	_____
48) Pledges receivable	_____	_____
49) Grants receivable	_____	_____
50) Receivables due from Officers, Directors, etc.	_____	_____
51) Other notes and loans receivable	_____	_____
52) Inventories for sale or use	_____	_____
53) Prepaid	_____	_____
54) Investments - securities	_____	_____
55) Investments - real estate	_____	_____
56) Investments - other	_____	_____
58) Other assets	_____	_____
59) Total assets (add lines 45 through 58)	<u>9733 52</u>	<u>9800 52</u>
Liabilities		
60) Accounts payable	_____	_____
61) Grants payable	_____	_____
63) Loans from officers, directors, etc.	_____	_____
64) Mortgages/notes payable	_____	_____
65) Other liabilities	_____	_____
66) Total liabilities (add lines 60 through 65)	_____	_____
Fund Balances or Net Worth <u>Line 75 Must Be Completed</u>		
75) Net worth (assets, line 59, minus liabilities, line 66)	<u>9733 52</u>	<u>9800 52</u>

NOTE: PLEASE BE SURE TO SIGN THE ANNUAL REPORT CERTIFICATE BEFORE A NOTARY PUBLIC AND RETURN THE CERTIFICATE AND REPORT TO:

Office of the Attorney General, Charitable Trusts Unit, 33 Capitol St., Concord, NH 03301-6397

FAILURE TO FILE ANNUAL FINANCIAL REPORTS WITH THE DEPARTMENT OF JUSTICE IN A TIMELY MANNER MAY RESULT IN COURT ACTION AND THE IMPOSITION OF CIVIL PENALTIES OF UP TO \$10,000.00 FOR EACH VIOLATION (RSA 7:28-f II (d))

OFFICE OF THE NEW HAMPSHIRE ATTORNEY GENERAL
CHARITABLE TRUSTS UNIT
33 Capitol Street, Concord, NH 03301-6397

MUST BE COMPLETED
AND ATTACHED TO FILING

APPENDIX TO ANNUAL REPORT

Name of Organization: NH Juvenile Court Diversion Network Inc

1. Is there currently a conflict of interest policy in effect? Yes No
A Conflict of Interest Policy is required by law (see RSA 7:19 II)

2. Did any officer, Director, Trustee or member of the immediate family obtain a pecuniary benefit from the organization in the last year other than reasonable compensation for services rendered and expenses incurred in connection with their official duties?
Yes No

If yes, complete the following:

A. Was any real estate transaction involved? Yes No

B. Was a loan made to any director, officer or trustee? Yes No

C. Was a pecuniary benefit paid in excess of \$500?
If yes, attach copy of meeting minutes. Yes No

D. Was a pecuniary benefit paid in excess of \$5,000?
If yes, attach a copy of: Yes No

- Public Notice
- Meeting Minutes
- Employment Contract

E. Provide a **list** of each pecuniary benefit transaction involving a director, officer, trustee or member of the immediate family. Include names of recipient(s) and amount(s) of benefit as required under RSA 7:28.

NOTE: The Director of Charitable Trusts may request **copies** of all contracts, payment records, vouchers and financial records or documents involving a director, officer, trustee or member of the immediate family as required under RSA 7:24.

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
600 N. BOY LANE
BRONX, NY 10452

DEPARTMENT OF THE TREASURY

Date: **OCT 27 1994**

UNITED STATES GOVERNMENT
FORM 1041-SS (10-94)

NAME: [Faint Name]
ADDRESS: [Faint Address]
CITY: [Faint City] STATE: [Faint State] ZIP: [Faint ZIP]

NEW YORK STATE
[Faint Address]
[Faint City, State, ZIP]

DATE: [Faint Date]

JAN 27 1995

[Extremely faint and illegible text, likely a letter or form body]

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

JUN 16 1999

NEW HAMPSHIRE JUVENILE COURT
DIVERSION NETWORK
ATTN PETER BRIGHAM
C/O YOUTH SERVICES BUREAU
306 UNION AVE
LACONIA, NH 03246

Employer Identification Number:

02-0458455

DLN:

17053142725019

Contact Person:

THOMAS E O'BRIEN

ID# 31187

Contact Telephone Number:

(877) 829-5500

Our Letter Dated:

November 1994

Addendum Applies:

No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,


District Director

Letter 1050 (DO/CG)

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
G.P.O. BOX 1680
BROOKLYN, NY 11202

DEPARTMENT OF THE TREASURY

Date: **NOV 14 1994**

NEW HAMPSHIRE JUVENILE COURT
DIVERSION NETWORK INC.
C/O YOUTH SERVICES BUREAU
306 UNION AVE.
LACONIA, NH 03246

Employer Identification Number:
02-0458455

Case Number:
114306016

Contact Person:
SEAN O'REILLY

Contact Telephone Number:
(718) 488-2967

Accounting Period Ending:
December 31

Foundation Status Classification:
509(a)(2)

Advance Ruling Period Begins:
July 11, 1994

Advance Ruling Period Ends:
December 31, 1998

Addendum Applies:
Yes

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

Letter 1045 (DO/CG)

NEW HAMPSHIRE JUVENILE COURT

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social securities taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

Contributions to you are deductible by donors beginning July 11, 1994.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

NEW HAMPSHIRE JUVENILE COURT

If you are required to file a return you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a penalty of \$10 a day when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty we charge cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

In accordance with section 508(a) of the Code, the effective date of this determination letter is July 11, 1994.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

Evidence you submitted with your application shows that you may engage in lobbying activities. Section 501(c)(3) of the Code specifically prohibits lobbying as a substantial part of your activities. If you do not wish to be subject to the test of substantiality under section 501(c)(3), you may elect to be covered under the provisions of section 501(h) of the Code by filing Form 5768, Election/Revocation of Election by an Eligible Section 501(c)(3) Organization to Make Expenditures to Influence Legislation. Section 501(h) establishes ceiling amounts for lobbying expenditures.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

NEW HAMPSHIRE JUVENILE COURT

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in black ink that reads "Herbert J. Huff". The signature is written in a cursive style with a large, prominent "H" at the beginning.

Herbert J. Huff
District Director

Enclosure(s):
Addendum
Form 872-C

NEW HAMPSHIRE JUVENILE COURT

Since you have not indicated that you intend to finance your activities with the proceeds of tax exempt bond financing, in this letter we have not determined the effect of such financing on your tax exempt status.

You are advised that receipts from the following activity may be subject to the tax on unrelated business income pursuant to sections 511 through 515 of the Internal Revenue Code: Road Race

Form **872-C**

(Revised 9-90)

Department of the Treasury
Internal Revenue Service

Consent Fixing Period of Limitation Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

(See instructions on reverse side.)

OMB No. 1545-0056

To be used with Form
1023. Submit in
duplicate.

Under section 6501(c)(4) of the Internal Revenue Code, and as part of a request filed with Form 1023 that the organization named below be treated as a publicly supported organization under section 170(b)(1)(A)(vi) or section 509(a)(2) during an advance ruling period,

New Hampshire Juvenile Court Diversion Network Inc.
(Exact legal name of organization as shown in organizing document)

306 Union Ave, Laconia, NH 03246
(Number, street, city or town, state, and ZIP code)

and the District Director of
Internal Revenue, or
Assistant Commissioner
(Employee Plans and
Exempt Organizations)

Consent and agree that the period for assessing tax (imposed under section 4940 of the Code) for any of the 5 tax years in the advance ruling period will extend 8 years, 4 months, and 15 days beyond the end of the first tax year.

However, if a notice of deficiency in tax for any of these years is sent to the organization before the period expires, the time for making an assessment will be further extended by the number of days the assessment is prohibited, plus 60 days.

Ending date of first tax year December 31st 1994
(Month, day, and year)

Name of organization (as shown in organizing document)

Date

New Hampshire Juvenile Court Diversion Network Inc.

4/26/94

Officer or trustee having authority to sign

Signature ▶

Peter D. Bingham Treasurer

For IRS use only

District Director or Assistant Commissioner (Employee Plans and Exempt Organizations)

Date

[Signature]

11/10/94

By ▶

Chel Carra

Charitable Contributions - Substantiation and Disclosure Requirements

UNDER THE NEW LAW, CHARITIES WILL NEED TO PROVIDE NEW KINDS OF INFORMATION TO DONORS. Failure to do so may result in denial of deductions to donors and the imposition of penalties on charities.

Legislation signed into law by the President on August 10, 1993, contains a number of significant provisions affecting tax-exempt charitable organizations described in section 501(c)(3) of the Internal Revenue Code. These provisions include: (1) new substantiation requirements for donors, and (2) new public disclosure requirements for charities (with potential penalties for failing to comply). Additionally, charities should note that donors could be penalized by loss of the deduction if they fail to substantiate. **THE SUBSTANTIATION AND DISCLOSURE PROVISIONS APPLY TO CONTRIBUTIONS MADE AFTER DECEMBER 31, 1993.**

Charities need to familiarize themselves with these tax law changes in order to bring themselves into compliance. This Publication alerts you to the new provisions affecting tax-exempt charitable organizations. Set forth below are brief descriptions of the new law's key provisions. The Internal Revenue Service plans to provide further guidance in the near future.

Donor's Substantiation Requirements

Documenting Certain Charitable Contributions. — Beginning January 1, 1994, no deduction will be allowed under section 170 of the Internal Revenue Code for any charitable contribution of \$250 or more unless the donor has contemporaneous written substantiation from the charity. In cases where the charity has provided goods or services to the donor in exchange for making the contribution, this contemporaneous written acknowledgement must include a good faith estimate of the value of such goods or services. Thus, taxpayers may no longer rely solely on a cancelled check to substantiate a cash contribution of \$250 or more.

The substantiation must be "contemporaneous." That is, it must be obtained by the donor no later than the date the donor actually files a return for the tax year in which the contribution was made. If the return is filed after the due date or extended due date, then the substantiation must have been obtained by the due date or extended due date.

The responsibility for obtaining this substantiation lies with the donor, who must request it from the charity. The charity is not required to record or report this information to the IRS on behalf of donors.

The legislation provides that substantiation will not be required if, in accordance with regulations prescribed by the Secretary, the charity reports directly to the IRS the information required to be provided in the written substantiation. At present, there are no regulations establishing procedures for direct reporting by charities to the IRS of charitable contributions made in 1994. Consequently, charities and donors should be prepared to provide/obtain the described substantiation for 1994 contributions of \$250 or more.

There is no prescribed format for the written acknowledgement. For example, letters, postcards or computer-generated forms may be acceptable. The acknowledgement does not have to include the donor's social security or tax identification number. It must, however, provide sufficient information to substantiate the amount of the deductible contribution. The acknowledgement should note the amount of any cash contribution. However, if the donation is in the form of property, then the acknowledgement must describe, but need not value, such property. Valuation of the donated property is the responsibility of the donor.

The written substantiation should also note whether the donee organization provided any goods or services in consideration, in whole or in part, for the contribution and, if so, must provide a description and good-faith estimate of the value of the goods or services. In the new law these are referred to as "quid pro quo contributions."

Please note that there is a new law requiring charities to furnish disclosure statements to donors for such quid pro quo donations in excess of \$75. This is addressed in the next section regarding Disclosure By Charity.

If the goods or services consist entirely of intangible religious benefits, the statement should indicate this, but the statement need not describe or provide an estimate of the value of these benefits. "Intangible religious benefits" are also discussed in the following section on Disclosure By Charity. If, on the other hand, the donor received nothing in return for the contribution, the written substantiation must so state.

The present law remains in effect that, generally, if the value of an item or group of like items exceeds \$5,000, the donor must obtain a qualified appraisal and submit an appraisal summary with the return claiming the deduction.

The organization may either provide separate statements for each contribution of \$250 or more from a taxpayer, or furnish periodic statements substantiating contributions of \$250 or more.

Separate payments are regarded as independent contributions and are not aggregated for purposes of measuring the \$250 threshold. However, the Service is authorized to establish anti-abuse rules to prevent avoidance of the substantiation requirement by taxpayers writing separate smaller checks on the same date.

If donations are made through payroll deductions, the deduction from each paycheck is regarded as a separate payment.

A charity that knowingly provides false written substantiation to a donor may be subject to the penalties for aiding and abetting an understatement of tax liability under section 6701 of the Code.

Disclosure by Charity of Receipt of Quid Pro Quo Contribution

Beginning January 1, 1994, under new section 6115 of the Internal Revenue Code, a charitable organization must provide a written disclosure statement to donors who make a payment, described as a "quid pro quo contribution," in excess of \$75. This requirement is separate from the written substantiation required for deductibility purposes as discussed above. While, in certain circumstances, an organization may be able to meet both requirements with the same written document, an organization must be careful to satisfy the section 6115 written disclosure statement requirement in a timely manner because of the penalties involved.

A quid pro quo contribution is a payment made partly as a contribution and partly for goods or services provided to the donor by the charity. An example of a quid pro quo contribution is where the donor gives a charity \$100 in consideration for a concert ticket valued at \$40. In this example, \$60 would be deductible. Because the donor's payment (quid pro quo contribution) exceeds \$75, the disclosure statement must be furnished, even though the deductible amount does not exceed \$75.

Separate payments of \$75 or less made at different times of the year for separate fundraising events will not be aggregated for purposes of the \$75 threshold. However, the Service is authorized to develop anti-abuse rules to prevent avoidance of this disclosure requirement in situations such as the writing of multiple checks for the same transaction.

The required written disclosure statement must:

- (1) inform the donor that the amount of the contribution that is de-



NH JUVENILE COURT DIVERSION NETWORK

Supporting Children, Restoring Communities

WWW.NHCOURTDIVERSION.ORG

NICOLE RODLER, CHAIR
ROCHESTER POLICE DEPARTMENT • (603) 330-7149

Board of Directors

Nicole Rodler, Chair (2nd Term 2014-2016)
Rochester Police Department's Juvenile Diversion, (603) 330-7149
nicole.rodler@rochesternh.net

Alecia Farquhar, Vice-Chair (1st Term 2014-2016)
Community Alliance of Human Services, (603) 863-7708
afarquhar@communityalliance.net

Peter Brigham, Treasurer (3rd Term 2013-2015)
Hillsboro Office of Youth Services, (603) 464-5779
peteruns26@gmail.com

Jessica Klingerman, Secretary (1st Term 2013-2015)
Merrimack County Juvenile Court Diversion, (603) 225-5445
jklingerman@mchumanservices.net

Diane Casale, Member-At-Large (1st Term 2014-2016)
Greater Derry Juvenile Diversion, (603) 432-8882
dcasale@urteachers.org

NICOLE E. RODLER

Personal Philosophy:

To be a team player that rises to the occasion when needed. Results oriented.

Engaging, with strong interpersonal skills, adaptable, reliable, organized and able to make and maintain difficult decisions while utilizing resources and empowering others.

Professional Work Experience:

***Juvenile Court Diversion Coordinator
City of Rochester Police Department***

***12/2009-present
Rochester, NH***

- Coordinate Police Department's Juvenile Court Diversion and Teen Drug Court services based on restorative justice
- Train, coordinate and supervise teen peer juries for Teen Drug Court and adult Diversion juries
- Work with and provide necessary training to community partners, school administration and law enforcement on prevention efforts
- Manage diversion caseload: setting up community service sites; overseeing restitution and mediation process; providing educational curriculum for prevention and intervention; and coordinate services with school and family
- Provide support to juvenile division through meetings, trainings and networking
- Research, write and help monitor for pertinent grant opportunities
- Chairs Statewide Juvenile Court Diversion Network to share and gain resources
- Chairs Rochester Committee, NH Racial & Ethnic Disparities
- Appointee, Governor's Commission to Review and Advise on Services to At-Risk Adolescent Youth in NH
- Develops and presents pertinent Departmental trainings on current youth trends
- Participates in Departmental hiring process as Civilian Staff

***Manchester Weed & Seed Strategy Coordinator
City of Manchester Health & Police Departments***

***07/2005- 12/2009
Manchester, NH***

- Coordinated City-wide collaboration on crime prevention
- Developed, managed and reported out on an Annual Budget, including oversight of allocated funds for special interests.
- Managed all statistical data and outcome measurements for the Strategy
- Direct Supervision of an Americorp VISTA position responsible for the coordination of the 56+ Neighborhood Watch Groups
- Management of all Federal, Local and Private funding reports
- Management of monthly strategy reports from Committees
- Worked with community partners on the four core components of the Strategy: Law Enforcement; Community Policing; Neighborhood Revitalization and Coordinated Community Response
- Public speaking and multi-media presentations to community
- Organized and trained on appropriate prevention topics

NICOLE E. RODLER

Email: nicole.rodler@rochesternh.net

Affiliations and Boards:

Governor's Commission to Review and Advise on Services to At-Risk Adolescent Youth in NH, State of NH

Juvenile Court Diversion Representative, 1/2015-present

NH State Racial & Ethnic Disparities Committee, State of NH

Law Enforcement Trainer, 3/2012-present

NH State Juvenile Court Diversion Network, State of NH

Chair, 6/2011-current

SHARE Fund, Board of Directors, Rochester, NH

Board of Directors, 1/2012-3/2013

Greater Manchester Chapter American Red Cross, Manchester, NH

Board of Directors, 08/2007- 12/09

Disaster Action Team, 02/2008-12/09

Makin' It Happen Coalition, Manchester, NH

Board of Directors, 05/2004-06/05; 01/2006-'07

Violence Prevention and Dropout Prevention Committees, 07/2000- 12/09

Formal Education:

2009 **MA Justice Studies** Southern NH University, Manchester, NH
(in progress)

1997 **BA Psychology/CRJ** State University of NY, Albany, NY

1993 **AA Math/ Science** Fulton Montgomery College, Johnstown, NY

- Who's Who Among American College Students

- National Phi Theta Kappa

1989 **Regents Diploma** Duanesburg Central School, Delanson, NY

Continuing Education and Certifications:

2012 **RED Law Enforcement Trainer: "Effective Police & Youth Interactions"**

2011 **Certified CPR/ First Aid and Strangulation Identification**

2011 **Certified CPTED Instructor, NCPC**

2011 **Certified Juvenile Firesetter Intervention Specialist I**

2010 **Certified SASSI Evaluator**

2006 **New Futures: Community Leadership Initiative**

1999 **Certified Challenge Course Instructor, NH Bureau of Substance Abuse**

Awards & Acknowledgements:

2014 **Rochester Police Department's Support Person of the Year,**
presented by Chief Allen

2011 **Rochester Police Department's Chief's Award;**
presented by Chief Dubois

2009 **Key to the City of Manchester, NH;**
presented by Mayor Guinta

References available upon request

ALECIA FARQUHAR, FAMILY SERVICES DIRECTOR

Community Alliance of Human Services |

SUMMARY

To, provide quality educational opportunities through court diversion teen prevention and intervention programs, and parent education and support program that serves at-risk youth and families.

SUMMARY OF QUALIFICATIONS

- Maintains a positive, professional attitude within the Agency and in the community, supporting the Agency's mission statement as well as all policies and procedures. Maintains confidentiality as outlined in Agency policy.
- Manages family centered programming that supports at-risk populations. Meets with families to determine eligibility, participates in direct service delivery, collects, compiles, and reports relevant program data as requested by appropriate agency personnel and/or regulatory authority. Prepares reports and requests for funding to appropriate local, state, and federal funding and/or referral sources.
- Actively participates in and networks with local, regional, and statewide individuals and groups who provide services to and who advocate for families, staying abreast of regulatory changes while promoting the Agency's family services programming.
- Fosters positive, productive relationships with contract agencies, referral sources, schools, and other community-based providers as appropriate.
- Administratively supervises other staff assigned to the Family Services area. Serves as a member of the Agency's Management Team.
- Acts as the Agency contact to communities who contract town assistance programs. Determines eligibility for services accurately and timely, maintaining compliance with local and state regulations, with appropriate follow up as needed. Conducts surveys regarding customer satisfaction, reporting data to the Agency's Executive Director.
- Maintains program compliance with all agency policies and procedures, applicable local, state, and federal regulations and guidelines in all related areas, including any specific grant criteria related to assigned service area. Collects, compiles, and reports relevant data to requesting authorities.
- Participates as appropriate in the development and implementation of new program/service initiatives of the Agency.

EXPERIENCE

- January 2012-present **Family Services Director, *Community Alliance Family Services***
- Provides program coordination, administration and development for the Agency's Family Services Department
- 2007-2010 **Financial Aid Administrator and Admissions Assistant, *St. Paul's School***
- Managed all financial aid applications and travel arrangements for financial aid recipients. Also, assisted with all aspects of admissions.
- 2004-2010 **Admissions office Manager and Student Supervisor, *New Hampton School***
- Supervised admissions work study program, handled all admissions and financial aid applications, upgraded admissions database system, assisted with events and provided tours.
- 1998-2004 **Graduate Studies Admissions and Enrollment Administrator, *Franklin Pierce University***
- Managed graduate studies program, schedules, course materials, enrollments and new applications, program marketing, also assisted with undergraduate enrollments and scheduling.

EDUCATION

- 2002 **Marketing and Finance Accounting, *Franklin Pierce University***

PETER D. BRIGHAM

EDUCATION:

Montpelier High School, Montpelier, Vermont
Graduated June 1976

University of Maine, Orono, Maine
Graduated: May 1980
Degree: **B.S. In Recreation and Parks Management**

New Hampshire Technical Institute
Graduated May 1995
Degree: **A.S. Criminal Justice**

New Hampshire Technical Institute
Certificate Program Mediation & Conflict Resolution
Graduated: July 1998

Springfield College, Manchester NH
Degree: **M.S. Human Services**
Graduated: July 2002

PAST EMPLOYMENT:

Town of Hillsborough
Office of Youth Services & Recreation
61 West Main Street, PO Box 550
Hillsboro, NH 03244
Dates: Dec. 2000 - Present
Position Held: **Director & Town Health Officer**

City of Laconia
Youth Services Bureau
306 Union Ave. Laconia, NH 03246
Dates: Feb. 1994 – Dec 2000
Position Held: **Director**

Boscawen Police Department
19 High Street, Boscawen
Dates: August 1990 – April 2001
Position Held: Part-Time **Police Officer**

Department of Safety
New Hampshire Marine Patrol
30 Dock Road
Glendale, NH
Dates: 1995-1998 (Seasonal)
Position Held: **Marine Patrol Officer**

Penacook Community Center Inc.
76 Center Street Penacook, NH 03301
Dates: May 1991 - Feb. 1994
Position Held: **Executive Director**

JOB RELATED & OTHER EXPERIENCE:

- * Part-Time Police Officer State of New Hampshire 10.5 years (**Certification has Expired**)
- * Justice of the Peace State of New Hampshire Expires 3/30/2016
- * Volunteer Special Educational Advocate for Parent Information Center
- * **CASA** Volunteer Guardian Ad Litem for abused & neglected children
- * Treasurer NH Juvenile Court Diversion Network Inc.
- * Certified Emergency Medical Responder (License Expires 9/30/2015)
- * NH Real Estate Broker (License Expires October 2015)
- * Red Cross Water Safety Instructor (Certification Expires January 2017)

REFERENCES: Available upon request

Jessica Klingerman

Objective

Work experience 2004 – Present Merrimack County Juvenile Diversion Concord, NH

Program Assistant/Community Service Coordinator

- Interviewing juveniles and parent(s) of juveniles required to complete community service. Coordinating and monitoring the accomplishment of community service. Providing written notification for satisfactory completion to the youth, parent(s) of the youth and referral source.
- Educating juveniles one on one in anger management, positive decision making, fire-setters' intervention, and bullying awareness and prevention.
- Coordinating and presenting Prevention Presentations to Merrimack County Schools.
- Coordinating and facilitating the Challenge Course, a fifteen hour drug and alcohol education program.
- Researching and developing new educational components based on client need.
- Maintaining and enhancing positive relationships with referral sources and community to increase awareness and support for the program.
- Maintaining and reporting data.

2003 - 2004 Antrim Girls' Shelter Antrim, NH

Resident Counselor

- Supporting and motivating adolescent female residents.
- Applying interactive teaching method, reinforcing good behavior and positive thinking of residents.

Education 2007 - 2010 Plymouth State University Plymouth, NH

- 21 credits earned toward M.Ed. in School Counseling

2000 - 2004 New England College Henniker, NH

Bachelor of Arts in Criminal Justice

- Minors in Psychology and Political Science

Professional memberships NH Juvenile Court Diversion Network, Secretary, 2013 – Present, Vice President, 2007 – 2009.

NH Youth Fire-setting Task Force

Diane Casale, CPS

Professional Experience

1993- present The Upper Room, Family Resource Center, Inc. Derry, NH

July 1994- present Program Coordinator, Greater Derry Juvenile Diversion Program

January 2011- present Administrative Coordinator

- Researched, designed and implemented pilot diversion program originally for the Derry District Court in conjunction with the local police departments, District Court Judge, and Juvenile Service Officers. This program offers an alternative to court for appropriate juvenile offenders. This is accomplished with the aid of volunteer members of the community, Community Review Team (CRT), who agree to set up contractual conditions. Currently responsible for all comprehensive family intakes, coordination of services, case management, training and coordination of volunteers, facilitation of youth and CRT meetings and final closing of the youths case. The reporting of data and statistics to all funding sources and to the agency's development division is an important part of the position. Continuous evaluation of the program models and outcomes.
- Incorporated the following resources for the community as the need became apparent:

Adolescent Wellness Program a comprehensive wellness program which focuses on promoting healthy adolescent behavior by providing youth with prevention and intervention services related to substance use and/or anger and parents with timely and effective support. AWP increases youth knowledge of the consequences of substance use, increase skills to handle anger appropriately, and increase parent's ability to cope with child's anger or substance use resulting in an increase number of youth living healthier lives. AWP utilizes the following three components:

1. **Challenge Course** – a psycho-educational program, using a group format, which provides adolescents an opportunity to learn more about alcohol and other drugs while they explore their personal relationship with substances.
2. **Take Control** – Educational program, using a group format, providing adolescents an opportunity to learn about anger and how it affects their lives.
3. **UR Parents** – A facilitated group providing information and support to parents who face the challenges of raising teenagers in today's society. Multiple topics.

Y.E.S. (Shoplifter's Alternative) – An educational program, using a group format, providing youth the opportunity for youth to learn the effect shoplifting has on their lives and the community as a whole.

CSLO (Community Service-Learning Opportunities) – Opportunity for youth who need to meet community service obligations to learn about and help others within their community.

- **Administrative Coordinator:** Became the Administrative Coordinator for the agency in 2011 with several areas of responsibility.
 - IT/Technology- responsible for all repairs, maintenance and upgrading of major equipment i.e. computers, phones, copier, TVs etc.

- Supervision of Database and (2) Marketing Specialists, as well as, AWP Coordinator.
- Coordinate the volunteer and internship program for the agency.

Accomplishments

- 19 years coordinating Greater Derry Juvenile Diversion
- Incorporation of community resources:
 - Challenge Course
 - Y.E.S. (Youth Education on Shoplifting)
- Development and creation of community resources:
 - Take Control
 - CSLO (Community Service Learning Opportunities)
- Applied for, through the Center for Excellence Service to Science, Take Control being recognized as a Promising Practice in the State of NH. Received endorsement in October 2012 and are in the process of becoming recognized as an evidence-based program in 2013.
- Initial accreditation of Greater Derry Juvenile Diversion program with the State of NH Judicial Branch in 2011, and maintaining of that accreditation since.

Professional Memberships

- New Hampshire Juvenile Court Diversion Network, Vice Chair (present) Chair (2005-2007)
 I have worked on the following endeavors for the NHJCDN:
 - Data Collection and evaluation-1996*
 - Recidivism Study- 1997 to 2005 (continued with the Derry Family Court to-date)*
 - JusticeWorks, U.N.H. Durham – 1999*
 - Data Collection and Reporting- 2003 to2004* Worked collaboratively with police departments, Department of Safety, Administrative Office of the Courts and Division of Juvenile Justices Services in gathering statistical and demographic information to be reported to the federal government regarding crimes and detention in the state of New Hampshire.
 - Accreditation Committee, Chair- 2010-present*
 - Strategic Planning Committee- 2013*
- Prevention Certification Board of NH, Treasurer – (2006-present)
- Citizen’s Advisory Board/ NH State Prison for Women-Goffstown (2000-2013)
- Challenge Course Advisory Committee Member, Committee Chair (Former)

Education

- Hesser College- Nashua
 Associates in Computer Science- January 1983
- Lesley College- Boston
 Courses related to Human Services- 1992- 1993
- New Hampshire Technical Institute- Concord
 Paralegal Certificate- August, 2001
- Guardian Ad Litem –NHTI-Concord October 2005
- Nashua Community College September 2009 to June 2011
 Studied in Liberal Arts
 Concentration in Peace and Social Justice

Volunteer Experience/Trainings

- Challenge Course, Facilitator/Coordinator
- SASSI Administration and Scoring, Administrator
(Substance Abuse Subtle Screening Inventory)
- GAINQ certified (Global Appraisal of Individual Needs-Quick)
- Certified Prevention Specialist, June 2006

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
N/A	N/A	N/A	N/A	N/A