



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID BUSINESS AND POLICY

Nicholas A. Toumpas
Commissioner

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

Kathleen A. Dunn
Associate Commissioner

June 5, 2015

Sole Source

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

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Bureau of Drug & Alcohol Services, to enter into an amendment to a **sole source** Agreement with New Hampshire Interscholastic Athletic Association, Inc. (Vendor #154201-B001), 251 Clinton Street, Concord, NH 03301, to implement the Life of an Athlete program, by increasing the price limitation by \$500,000 from \$460,000 to an amount not to exceed \$960,000, and extending the completion date from June 30, 2015 to June 30, 2017, effective July 1, 2015 or upon Governor and Executive Council approval, whichever is later. The Contract was approved by Governor and Executive Council on December 20, 2013 (Item #59). 100% General Funds.

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2016 and 2017 and upon the availability of the funding to the Department and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years, without further approval from Governor and Executive Council.

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

Fiscal Year	Class/Object	Class Title	Job Number	Current Budget	Increase/Decrease Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Program Svc	49158502	\$230,000	\$0	\$230,000
SFY 2015	102-500734	Contracts for Program Svc	49158502	\$230,000	\$0	\$230,000
SFY 2016	102-500734	Contracts for Program Svc	49158502	\$0	\$250,000	\$250,000
SFY 2017	102-500734	Contracts for Program Svc	49158502	\$0	\$250,000	\$250,000
			Grand Total	\$460,000	\$500,000	\$960,000

EXPLANATION

This Amendment is **sole source** because the Governor's Commission on Alcohol and Drug Task Force, which is a high level executive task force that includes a representative from the Governor's Office, has endorsed Life of an Athlete to receive continued funding for two years in order to expand the program statewide and change school climate that empowers youth to make healthy lifestyle choices. The Governor's Commission on Alcohol and Drug Task Force made this decision after reviewing evaluation results that clearly illustrates the program has produced excellent outcomes that show students involved in Life of an Athlete are making healthy decisions including the decision not to use substances.

Approval of this Amendment will allow the Department to continue to provide the Life of an Athlete program to students in New Hampshire. Life of an Athlete is a comprehensive prevention program, which empowers and motivates youth to make healthy choices by teaching them about the immediate impact alcohol and other drugs have on athletic performance. Life of an Athlete teaches five core components: codes of conduct, pre-season meetings, training for coaches, trainings for student athlete leaders, and building community support for consistent upholding the codes of conduct.

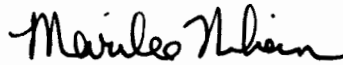
The Contractor will ensure that an additional 135 schools will implement at least one or more components of Life of and Athlete, and train up to an additional 900 coaches and 250 professionals on Life of an Athlete program. The Contractor will conduct surveys of that evaluate the use of the Life of an Athlete program in New Hampshire.

Should the Governor and Council not authorize this request for funding for the implementation of Life of an Athlete it would impact approximately 1,300 youth from across the State. Although there are philanthropic funds that support this program, it is not fully funded. Thereby without state funds the expected numbers reached would be greatly diminished impacting health outcomes.

Area served: Statewide.

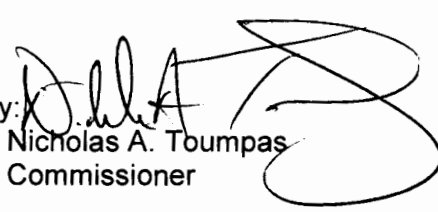
Source of Funds: 100% General Funds from the Governor's Commission.

Respectfully submitted,



for Kathleen A. Dunn, MPH
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Life of an Athlete Contract

This first Amendment to the Life of an Athlete contract (hereinafter referred to as "Amendment #1") dated May 18, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Interscholastic Athletic Association, Inc. (hereinafter referred to as "the Contractor"), with a place of business at 251 Clinton Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 20, 2013, (Item # 59), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department and the Contractor agree to extend the program by two years and increase the price limitation; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: June 30, 2017.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$960,000.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Eric Borrin, Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, to read: (603) 271-9558.
5. Delete in its entirety, Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
6. Delete in its entirety, Exhibit B, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
7. Add Exhibits B-3 and B-4.
8. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
9. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
10. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



New Hampshire Department of Health and Human Services
Life of an Athlete

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

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

State of New Hampshire
Department of Health and Human Services

6/5/15
Date

Kathleen A. Dunn
Kathleen A. Dunn, MPH
Associate Commissioner

New Hampshire Interscholastic Athletic Association, Inc.

5/26/15
Date

[Signature]
NAME
TITLE
Executive Director

Acknowledgement:
State of New Hampshire County of Merrimack on May 26, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature], Notary
Name and Title of Notary or Justice of the Peace



New Hampshire Department of Health and Human Services
Life of an Athlete



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

OFFICE OF THE ATTORNEY GENERAL

6/9/15
Date

[Signature]
Name: Melissa A. Gade
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A Amendment #1

Scope of Services

1. General Provisions

- A) The Contractor is responsible for compliance with all relevant state and federal laws.
- 1) Special attention is called to the following statutory responsibilities:
 - 2) Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.
 - 3) All services provided pursuant to this Agreement shall be subject to the most current proposed or formalized rules and regulations promulgated by the Bureau of Drug and Alcohol Services (BDAS) pursuant to RSA 541 A.
 - 4) The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B N.H. RSA 318 B: 12 and N.H. RSA 172:8-A.
- B) Relevant Policies and Guidelines
- 1) The Contractor shall maintain and promote a written policy for supporting a substance free workplace. This policy shall include a written statement regarding rules pertaining to alcohol, tobacco, and other drugs.
 - 2) The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire Bureau of Drug and Alcohol Services (BDAS), any of its agencies, or any of its officers, and the Contractor.
 - 3) Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform BDAS before initiating any research related to this contract.
- C) Culturally and Linguistically Appropriate Standards of Care
- 1) DHHS recognizes that culture and language have considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access, DHHS expects the contractor(s) to provide culturally and linguistically appropriate services according to the following guidelines:
 - i) Assess the ethnic/cultural needs, resources and assets of their community and region;
 - ii) Plan to address any health disparities identified in the assessment phase of the SPF;
 - iii) Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment;
 - iv) Offer consumers a forum through which clients have the opportunity to provide feedback regarding cultural and linguistic issues that may deserve response;
 - v) Effective outreach and networking methods to engage and build trust with individuals with respect to their culturally and linguistically diverse home environments, if applicable; and
 - vi) Provide interpretation/communication assistance services for those individuals who need it (including but not limited to individuals who are deaf, hard of hearing, blind, visually or speech impaired, have limited English proficiency (LEP) or low literacy skills) for clients.
- D) Publications Funded Under Contract
- 1) All products produced under this contract are in the public domain.
 - 2) All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DCBCS before printing, production, distribution, or use.
 - 3) The Contractor shall credit DHHS BDAS on all materials produced under this contract.



Exhibit A Amendment #1

2. Minimum Standards of Core Services

- A) Services offered through this contract will help the contractor oversee state-wide implementation of Life of an Athlete (LoA). LoA is a comprehensive prevention program, which empowers and motivates youth to make healthy choices by teaching them about the immediate impact Alcohol and other Drugs (AOD) have on athletic performance.

LoA consists of five core components:

- 1) **CODES OF CONDUCT:** development and consistent enforcement of codes
- 2) **PRE-SEASON MEETINGS:** development and incorporation of clear messages about the impact of lifestyle choices on athletic performance into existing meetings
- 3) **TRAINING FOR COACHES:** skill building for coaches to positively confront behaviors of concern, model healthy behavior and incorporate messages on the impact of lifestyle choices on performance into regular team communication.
- 4) **TRAININGS FOR STUDENT ATHLETE LEADERS:** skill building for youth to positively confront behaviors of concern, model healthy behavior and reinforce messages from their coach on the impact lifestyle choices have on performance.
- 5) **STAKEHOLDERS UNITY:** build community support for consistent upholding the codes

B) Contractors Minimum Required Services

i) Dedicated staff

- (1) The contractor must maintain one full time equivalent staff. The program staff must be a Certified Prevention Specialist or able to obtain certification status within one year.
- (2) The program staff shall:
 - (a) Develop effective dissemination tools including:
 - (i) Template presentations
 - (ii) Documents
 - (iii) Web-based trainings
 - (b) Support evaluation activities related to LoA implementation in collaboration with the New Hampshire Center for Excellence.
 - (c) Ensure that evaluation sites receive Technical Assistance and maintain an adequate response rate to surveys.
 - (d) Coordinate state-wide LoA trainings to increase knowledge and skills of:
 - (i) Coaches
 - (ii) Athletes
 - (iii) Parents
 - (iv) Community stakeholders.
 - (e) Manage social media related to LoA, increasing the number of web-site hits, tweets, re-tweets, posts and re-posts.

ii) Pre-Season Meeting

- (1) The contractor shall ensure participating schools:
 - (a) Incorporate messages about the impact of Alcohol and other Drugs (AOD) on athletic performance into their mandatory pre-season meeting with parents and athletes to go over expectations of involvement.
 - (b) Require by the end of year two parents/guardians not able to attend the in-person mandatory meeting attend a web-based training on the impact of AOD on athletic performance in addition to meeting individually with the athletic director to go over expectations for involvement.

iii) Codes of Conduct

- (1) The contractor shall ensure participating schools:
 - (a) Work toward the LoA model codes and Governors Model School Policies by comparing the codes from each implementing school at the beginning and end of each school year.
 - (i) The LoA model codes include:



Exhibit A Amendment #1

1. Year round enforcement (including the summer).
 2. Consequences that may carry over into the post-season and next season.
 3. Stricter consequence for athletes that host an underage party where there is drinking and/or illegal drugs.
 4. Stricter consequence for student athlete leaders that are caught violating the code.
 5. Referral to counseling.
 6. Use of the restorative justice model.
 7. Tiered consequences.
 8. Suspensions for a percentage of season (ensuring the consequence is equitable across sports).
 9. Consequences for being 'in the presence of' illegal drugs and/or alcohol.
 10. A requirement the athlete be truthful during an investigation.
 11. Knowledge, understanding and agreement in the signature line signed by parent/guardian and athlete.
- (b) Require parents/guardians and student athletes complete web-based training as component of the consequence for an AOD related violation.
- iv) Training for Coaches
- (1) Hold trainings in collaboration with the Bureau of Drug and Alcohol Services' Regional Public Health Networks. The contractor shall:
 - (a) Hold an in-person training every year to increase coaches' knowledge of:
 - (i) How to model healthy behavior.
 - (ii) The impact AOD has on athletic performance.
 - (iii) How to positively confront behaviors of concern using the restorative justice model.
 - (b) Ensure participating schools require web-based training for all high school coaches.
 - (c) Work to make LoA web-based training mandatory for all high school coaches through the Fundamentals of Coaching course required by the Coaches Education Committee.
- v) Youth Leadership
- (1) Hold trainings in collaboration with the Bureau of Drug and Alcohol Services' Regional Public Health Networks. The contractor shall:
 - (a) Hold state-wide and regional in-person trainings to increase student athlete leaders knowledge of:
 - (i) The importance of modeling healthy behavior.
 - (ii) The impact AOD has on athletic performance.
 - (iii) How to positively confront behaviors of concern.
 - (iv) Using peer to peer messaging.
 - (b) ensure participating schools require web-based training for:
 - (i) Student athletes that do not participate in in-person trainings or the mandatory pre-season meeting.
 - (ii) Student athletes that have a code infraction related to AOD.
- vi) Stakeholder Unity
- (1) Increase community support for updating, enforcing and upholding codes of conduct in accordance with the LoA model codes. The contractor shall:
 - (a) Adapt LoA materials to meet the needs of New Hampshire communities.
 - (b) Review materials to ensure they are culturally competent, linguistically appropriate, and easily understood.
 - (c) Create and host web-based trainings to increase knowledge and skills among stakeholders.
 - (d) Facilitate local presentations for key community and businesses leaders and other community stakeholders.



Exhibit A Amendment #1

C) Compliance measures

1) The contractor shall:

i) By the end of year one:

- (1) Maintain a response rate of 60% for surveys used in the state-wide evaluation of LoA.
- (2) Host a minimum of two state-wide training and five regional trainings.
- (3) Provide training on LoA to a minimum of
 - (a) 500 youth
 - (b) 300 coaches
 - (c) 100 professionals
- (4) Ensure 30 high schools implement at least one component of LoA
- (5) Ensure 10 high schools implement the five core components of LoA.
- (6) Ensure 5 high schools have athletic codes in compliance with the LoA model codes⁷

ii) By the end of year two:

- (1) Maintain a response rate of 75% for surveys used in the state-wide evaluation of LoA.
- (2) Host a minimum of three state-wide training and 13 regional trainings.
- (3) Provide training on LoA to a minimum of:
 - (a) 800 youth
 - (b) 600 coaches
 - (c) 150 professionals
- (4) Ensure 50 high schools implement at least one component of LoA
- (5) Ensure 30 high schools implement the five core components of LoA.
- (6) Ensure 10 high schools have athletic codes in compliance with the LoA model codes.

iii) By the end of year three:

- (1) Maintain a response rate of 60% for surveys used in the state-wide evaluation of LoA.
- (2) Host a minimum of four state-wide training and 15 regional trainings.
- (3) Provide training on LoA to a minimum of:
 - (a) 3000 youth
 - (b) 1000 coaches
 - (c) 250 professionals
- (4) Ensure 75 high schools implement at least one component of LoA
- (5) Ensure 50 high schools implement the five core components of LoA.
- (6) Ensure 15 high schools have athletic codes in compliance with the LoA model codes.

iv) By the end of year four:

- (1) Maintain a response rate of 60% for surveys used in the state-wide evaluation of LoA.
- (2) Host a minimum of five state-wide training and 18 regional trainings.
- (3) Provide training on LoA to a minimum of:
 - (a) 4000 youth
 - (b) 1200 coaches
 - (c) 275 professionals
- (4) Ensure 85 high schools implement at least one component of LoA
- (5) Ensure 60 high schools implement the five core components of LoA.
- (6) Ensure 25 high schools have athletic codes in compliance with the LoA model codes.

- 2) The compliance measures above represent the amount of increase of that measure from the prior year's measure.

D) Data Reporting Requirements

- 1) The Contractor must have the ability to communicate and submit required reports via e-mail.
- 2) The Contractor shall submit the following reports in formats approved and/or provided by the BDAS unit:
 - i) The contractor agrees to enter all data within twenty (20) business days of the end of the following month, into the Web Infrastructure Technology system (WITS) within the prevention domain. The WITS is managed and owned by the BDAS-DHHS and maintained and hosted by FEI Inc. All data entered into WITS will be monitored for Quality assurance purposes and contract performance, and will be used for statistical analysis as well as aggregate data



Exhibit A Amendment #1

- reporting and any other analysis deemed appropriate by the contracting agency and the BDAS/DHHS and as required by FEI Inc. to ensure fidelity and integrity of the system.
- ii) In addition to the preceding, the contractor shall inform any individual and or entity from whom information is requested, or otherwise represented as data, for entry into the WITS of the necessity for, and use of this data. The contractor shall also require the execution of a signed authorization for release of information from any individual or entity allowing this information to be collected and used.
 - iii) This contracted scope of work is supported in by both state and private funds from the New Hampshire Charitable Foundation, therefore both funders will have access to LoA data entered into P-WITS.
 - iv) The Contractor shall submit monthly expenditure reports for reimbursement of costs associated with contract activities, by the 20th business day following the month;
 - v) Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the State.
 - vi) Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of, representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.
 - vii) BDAS may withhold, in whole or in part, any payment for the ensuing period of the Agreement until the Contractor submits the above reports to BDAS's satisfaction, unless a waiver has been granted.
- E) Bi-Annual Site Visits
- 1) The Contractor shall allow a team authorized by BDAS to conduct bi-annual site reviews that will include the Direct Service Provider responsible for the implementation of LoA, fiscal oversight manager, the Contractor or designee, Evaluator, and BDAS. This site visit will review the Contractor's systems of governance, administration, P-WITS data collection and submission, and financial management in order to assure systems are adequate to provide the contracted services. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this contract.
- F) Evidence Based Core Components
- 1) In support of the NH DHHS's, Bureau of Drug and Alcohol Services' commitment to funding evidence-based interventions to prevent and reduce alcohol and other drug problems, contractors are required to work with the NH Center for Excellence to ensure the following:
 - i) For those contractors implementing interventions from the federal registry of evidence-based practice or based on an intervention listed on such a registry, that core elements articulated within the federal registry for the intervention will be implemented with fidelity;
 - ii) For those contractors implementing interventions that are not from the federal registry of evidence- based interventions, you are required to contact NH Center for Excellence to assist you with establishing the core elements that meet evidenced based status of intervention, implementation and evaluation.
 - iii) For more information <http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>. Process for NH prevention providers to select evidence-based interventions.



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Payment for contracted services will be made on a cost reimbursement basis only, for allowable expenses, in accordance with the Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
3. Payment for said services shall be made as follows:
The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager
Division of Community Based Care Services
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

4. Funding under this Agreement is 100% General Funds from the Governor's Commission.
5. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 through Exhibits B-4, to adjust line item amounts within the budgets and to adjust amounts between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

Exhibit B-3 Budget

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

Bidder/Program Name: New Hampshire Interscholastic Athletic Association, Inc.

Budget Request for: Life of an Athlete Program
(Name of Program)

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

Line Item	Budgeted	Actualized	Total
1. Total Salary/Wages	\$ 80,643.00	\$ 6,451.44	\$ 87,094.44
2. Employee Benefits	\$ 19,929.00	\$ 1,594.32	\$ 21,523.32
3. Consultants	\$ 20,000.00	\$ 1,600.00	\$ 21,600.00
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 1,500.00	\$ 119.96	\$ 1,619.96
6. Travel	\$ 13,000.00	\$ 1,040.00	\$ 14,040.00
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 1,500.00	\$ 120.00	\$ 1,620.00
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 6,909.52	\$ 552.76	\$ 7,462.28
11. Staff Education and Training	\$ 1,000.00	\$ 80.00	\$ 1,080.00
12. Subcontracts/Agreements	\$ 87,000.00	\$ 6,960.00	\$ 93,960.00
13. Other (specific details mandator	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 231,481.52	\$ 18,518.48	\$ 250,000.00

Indirect As A Percent of Direct

8.0%

Exhibit B-4 Budget

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

Bidder/Program Name: New Hampshire Interscholastic Athletic Association, Inc.

Budget Request for: Life of an Athlete Program
(Name of Program)

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

Line Item	2016	2017	Total
1. Total Salary/Wages	\$ 83,063.00	\$ 6,645.04	\$ 89,708.04
2. Employee Benefits	\$ 20,527.00	\$ 1,642.16	\$ 22,169.16
3. Consultants	\$ 20,000.00	\$ 1,600.00	\$ 21,600.00
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 1,500.00	\$ 119.96	\$ 1,619.96
6. Travel	\$ 13,000.00	\$ 1,040.00	\$ 14,040.00
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 1,500.00	\$ 120.00	\$ 1,620.00
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 3,891.52	\$ 311.32	\$ 4,202.84
11. Staff Education and Training	\$ 1,000.00	\$ 80.00	\$ 1,080.00
12. Subcontracts/Agreements	\$ 87,000.00	\$ 6,960.00	\$ 93,960.00
13. Other (specific details mandated)	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 231,481.52	\$ 18,518.48	\$ 250,000.00

Indirect As A Percent of Direct

8.0%



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;



- 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.


Date 5/26/15



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.

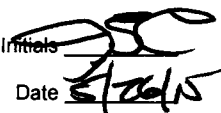
(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(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.



**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

Date

5/26/15



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:

5/26/15
Date

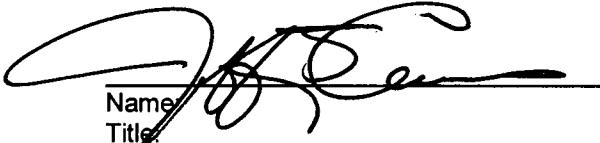

Name
Title

Exhibit G

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

Contractor Initials


Date 5/26/15

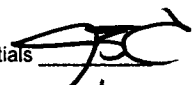


HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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.


Date 5/26/15



- 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



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



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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[Handwritten Date: 3/26/15]



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.



- 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) l, 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.

Department of Health & Human Services
The State

Kathleen A. Dunn
Signature of Authorized Representative

Kathleen A. Dunn
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

6/5/15
Date

NHIAA
Name of the Contractor

[Signature]
Signature of Authorized Representative

Jeffrey T. Collins
Name of Authorized Representative

Executive Director
Title of Authorized Representative

5/26/15
Date

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 INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC. is a New Hampshire nonprofit corporation formed October 11, 1951. 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 26th day of May A.D. 2015



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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of New Hampshire Interscholastic Athletic Association.
(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 November 14, 2013:
(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 26th day of May, 2015.
(Date Contract Signed)

4. Jeffrey T. Collins is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Diane D. Jobin
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

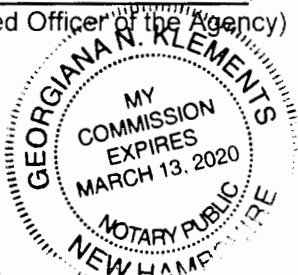
County of Merrimack

The forgoing instrument was acknowledged before me this 26 day of March, 2015.

By Diane D. Jobin
(Name of Elected Officer of the Agency)

Georgiana N. Klements
(Notary Public/Justice of the Peace)

(NOTARY SEAL)



Commission Expires: March 13, 2020

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: Mary Ellen Snell	
	PHONE (A/C, No, Ext): 603 225-6611	FAX (A/C, No): 603-225-7935
E-MAIL ADDRESS: msnell@davistowle.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Utica National Insurance Group		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		


INSURED
 N H Interscholastic Athletic Assn Inc
 251 Clinton Street
 Concord, NH 03301

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR 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			CPP1497447	08/01/2014	08/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			CULP1496447	08/01/2014	08/01/2015	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1796064	08/01/2014	08/01/2015	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The Certificate Holder is included as Additional Insured with respect to General Liability and Umbrella Liability for ongoing operations when there is a written contract in place with the Named Insured.

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

New Hampshire Interscholastic Athletic Association

Organization Mission Statement

The mission of the New Hampshire Interscholastic Athletic Association, as the leader of high school athletics, is to ensure fair play in competition and equal opportunity in interscholastic programs.

Program Mission Statement

The mission of Life of an Athlete New Hampshire is to improve lifestyle choices related to sleep, nutrition and alcohol and other drugs.

**NEW HAMPSHIRE INTERSCHOLASTIC
ATHLETIC ASSOCIATION, INC.**

Financial Statements

June 30, 2014 and 2013

and

Independent Auditor's Report

**NEW HAMPSHIRE INTERSCHOLASTIC
ATHLETIC ASSOCIATION, INC.**

FINANCIAL STATEMENTS
June 30, 2014 and 2013

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INDEPENDENT AUDITOR'S REPORT

To the Council
New Hampshire Interscholastic
Athletic Association, Inc.

We have audited the accompanying financial statements of the New Hampshire Interscholastic Athletic Association, Inc. (a non-profit organization) which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Interscholastic Athletic Association, Inc. as of June 30, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of expenses and schedules of game revenues and expenses are presented for purposes of additional analysis and are not a required part of the 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 financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the 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 financial statements as a whole.

Vachon Clukey & Company PC

Manchester, New Hampshire

October 24, 2014

EXHIBIT A
NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
STATEMENTS OF FINANCIAL POSITION
June 30, 2014 and 2013

ASSETS	<u>2014</u>	<u>2013</u>
CURRENT ASSETS:		
Cash	\$ 563,935	\$ 562,092
Investments	511,492	485,478
Accounts receivable	166,816	50,465
Prepaid expenses	<u>37,370</u>	<u>37,026</u>
TOTAL CURRENT ASSETS	<u>1,279,613</u>	<u>1,135,061</u>
NONCURRENT ASSETS:		
Assets restricted for scholarships	6,351	8,425
Land, building and equipment, Net	387,302	386,492
Software, net	<u>3,581</u>	<u>5,590</u>
TOTAL NONCURRENT ASSETS	<u>397,234</u>	<u>400,507</u>
TOTAL ASSETS	<u>\$ 1,676,847</u>	<u>\$ 1,535,568</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 40,866	\$ 32,359
Prepaid dues	7,125	10,550
Prepaid official registration		12,810
Prepaid rulebooks		5,010
Accrued expenses	51,642	35,370
Deferred revenue	37,457	4,383
Current portion of capital lease	1,935	1,769
Current portion of mortgage payable		<u>9,253</u>
TOTAL CURRENT LIABILITIES	<u>139,025</u>	<u>111,504</u>
LONG-TERM OBLIGATIONS:		
Capital lease, Less current portion of \$1,935 in 2014 and \$1,769 in 2013	<u>2,322</u>	<u>4,242</u>
TOTAL LONG-TERM OBLIGATIONS	<u>2,322</u>	<u>4,242</u>
TOTAL LIABILITIES	<u>141,347</u>	<u>115,746</u>
NET ASSETS:		
Unrestricted:		
Undesignated	1,385,342	1,228,359
Temporarily restricted - Preston Clark Scholarship Fund	6,351	8,425
Temporarily restricted - Student leadership sponsorships	10,114	6,904
Temporarily restricted - Life of an Athlete	<u>133,693</u>	<u>176,134</u>
TOTAL NET ASSETS	<u>1,535,500</u>	<u>1,419,822</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,676,847</u>	<u>\$ 1,535,568</u>

See notes to financial statements

EXHIBIT B
NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
STATEMENTS OF ACTIVITIES
For the Years Ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
CHANGES IN UNRESTRICTED NET ASSETS:		
Game revenues	\$ 720,233	\$ 718,764
Membership dues	309,875	252,300
Broadcasting and corporate sponsorships	139,090	83,412
Coaches education	84,700	88,520
Rulebook sales	18,382	22,240
Hall of fame banquet	8,760	9,130
Scholar athlete banquet		5,000
Annual meeting	7,850	7,700
Athletic secretary conference	3,645	2,570
Workshops	300	200
Earnings from investments	20,865	2,089
Realized and unrealized net gain (loss) on investments	5,301	(15,176)
Other income	<u>94,235</u>	<u>92,067</u>
TOTAL UNRESTRICTED REVENUES AND GAINS	<u>1,413,236</u>	<u>1,268,816</u>
NET ASSETS RELEASED FROM RESTRICTIONS:		
Satisfaction of program restrictions	<u>432,879</u>	<u>43,397</u>
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	<u>432,879</u>	<u>43,397</u>
TOTAL UNRESTRICTED REVENUES, GAINS AND OTHER SUPPORT	<u>1,846,115</u>	<u>1,312,213</u>
EXPENSES	<u>1,689,133</u>	<u>1,255,523</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u>156,982</u>	<u>56,690</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:		
Investment income (loss)	(74)	(63)
Student leadership sponsorship	5,000	5,000
Life of an Athlete grant	386,649	214,750
Net assets released from restrictions	<u>(432,879)</u>	<u>(43,397)</u>
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED ASSETS	<u>(41,304)</u>	<u>176,290</u>
INCREASE IN NET ASSETS	<u>115,678</u>	<u>232,980</u>
NET ASSETS, July 1	<u>1,419,822</u>	<u>1,186,842</u>
NET ASSETS, June 30	<u>\$ 1,535,500</u>	<u>\$ 1,419,822</u>

See notes to financial statements

EXHIBIT C
NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Cash Flows From Operating Activities:		
Cash received from participants and supporters	\$ 1,579,962	\$ 1,424,440
Interest and dividends received	20,791	2,026
Other	94,235	92,067
Cash paid to employees	(490,136)	(403,106)
Cash paid to suppliers	<u>(1,147,593)</u>	<u>(816,635)</u>
Net Cash Provided by Operating Activities	<u>57,259</u>	<u>298,792</u>
Cash Flows From Investing Activities:		
Purchases of investments	(1,567,811)	(3,078,692)
Proceeds from sale of investment securities	1,536,675	2,982,575
Purchase of capital assets	<u>(25,770)</u>	<u>(33,739)</u>
Net Cash (Used) by Investing Activities	<u>(56,906)</u>	<u>(129,856)</u>
Cash Flows From Financing Activities:		
Payments on long-term debt	(9,253)	(54,361)
Payments on capital leases	<u>(1,754)</u>	<u>(1,591)</u>
Net Cash (Used) by Financing Activities	<u>(11,007)</u>	<u>(55,952)</u>
Net Increase (Decrease) in Cash	(10,654)	112,984
Cash and Cash Equivalents, Beginning of Year	<u>581,541</u>	<u>468,557</u>
Cash and Cash Equivalents, End of Year	<u>\$ 570,887</u>	<u>\$ 581,541</u>
Reconciliation of Changes in Net Assets to Net Cash Provided by Operating Activities:		
Change in net assets	\$ 115,678	\$ 232,980
Adjustments to Reconcile Changes in Net Assets to Net Cash Provided by Operating Activities:		
Depreciation and amortization	29,483	30,635
Net unrealized (gain) loss on investments	(4,826)	15,176
(Increase) in accounts receivable	(116,351)	(8,624)
(Increase) in prepaid expenses	(344)	(9,983)
Increase in accounts payable	5,518	10,702
Increase (decrease) in prepaid dues	(3,425)	6,650
Increase (decrease) in prepaid rulebooks	(5,010)	3,800
Increase (decrease) in prepaid workshops	(12,810)	12,810
Increase in accrued expenses	16,272	4,428
Increase in deferred revenues	<u>33,074</u>	<u>218</u>
Net Cash Provided by Operating Activities	<u>\$ 57,259</u>	<u>\$ 298,792</u>

See notes to financial statements

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2014 and 2013

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The New Hampshire Interscholastic Athletic Association, Inc. (The Association) is a non-profit association organized under the laws of the State of New Hampshire. The Association is responsible for the coordination of all recognized interscholastic athletic events for its member schools within the State of New Hampshire.

The Association's principal sources of revenues include revenues from post-season tournament play, membership dues from member schools and corporate sponsorship programs.

Basis of Presentation

The Association is required to report under Not-for-Profit pronouncements by FASB Accounting Standards Codification. Under these pronouncements, the Association is required to report 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.

Basis of Accounting

The Association uses the accrual basis of accounting for financial reporting purposes.

Pervasiveness of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America require management to make estimates and assumptions that affect certain reported amounts and disclosures.

Recognition of Donor Restrictions

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Contributions

As required by generally accepted accounting principles, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending upon the existence and/or nature of any donor restrictions.

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 June 30, 2014 and 2013

Property and Equipment

Property and equipment are stated at cost. The Association charges depreciation to expense which allocates the cost of equipment over the estimated useful life of the asset. The provision for depreciation is determined by the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

	<u>Years</u>
Building	39
Equipment	3-10

Accrued Vacation

Full time personnel accrue paid vacation at the rate of 1 day per month or 12 working days per year. Employees may accumulate unused vacation days between five and forty-five days based on job classification. Such accumulations are payable to the employee upon separation from employment.

Income Taxes

The Association has received determination letters from the Internal Revenue Service stating that they qualify for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for their exempt function income. In addition, the Association and its Affiliate are not subject to state income taxes.

Generally accepted accounting principles has prescribed rules regarding how the Association should recognize, measure and disclose in its financial statements tax positions that were taken or will be taken on the Association's tax returns that are reflected in measuring current or deferred income tax assets and liabilities. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income tax payable or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Association did not have any unrecognized tax benefits and determined the impact of this new interpretation was not material to the financial statements. During the fiscal years ended June 30, 2014 and 2013, no new additional unrecognized tax benefits were identified. As of June 30, 2014, the tax years ending June 30, 2013, 2012, and 2011 are open for possible tax examination.

During the years ended June 30, 2014 and 2013, the Association had unrelated business income from advertising and a corporate sponsor. The provision for unrelated business income tax is \$300 and \$4,238 for the years ended June 30, 2014 and 2013, respectively.

Cash and Cash Equivalents

For the purposes of the statements of cash flows, the Association considers all unrestricted highly liquid investments of three months or less to be cash equivalents as follows:

	<u>2014</u>	<u>2013</u>
Cash	\$ 563,935	\$ 562,092
Liquid cash included in investments	<u>6,952</u>	<u>19,449</u>
	<u>\$ 570,887</u>	<u>\$ 581,541</u>

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
June 30, 2014 and 2013

Fair Value of Financial Instruments

Cash and cash equivalents, trade receivables, accounts payable, accrued expenses and other liabilities are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts which could be realized upon immediate liquidation.

NOTE 2—INVESTMENTS

Fair Value Measurements

The Association reports under the Fair Value Measurements, which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below.

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.

Level 2 – Inputs to the valuation include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in active markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs at the closing price reported on the active market on which the individual securities are traded.

Following is a description of the valuation methodologies used for assets measured at fair value.

Cash or cash equivalent money market funds: Valued at acquisition cost.

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 June 30, 2014 and 2013

Common stocks, unit investment equities, and U.S. government securities: Valued at the closing price reported on the active market on which the individual securities are traded.

Mutual funds: Valued at the net asset value (“NAV”) of shares held by the Association at year end.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Association believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables set forth by level, within the fair value hierarchy, the Association’s assets at fair value:

<u>Assets at Fair Value as of June 30, 2014</u>				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money Market Funds	\$ 6,952			\$ 6,952
Mutual funds	510,891			510,891
Total assets at fair value	<u>\$ 517,843</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 517,843</u>

<u>Assets at Fair Value as of June 30, 2013</u>				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money Market Funds	\$ 19,449			\$ 19,449
U. S. Treasury Bills	474,454			474,454
Total assets at fair value	<u>\$ 493,903</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 493,903</u>

Investment Valuation and Income Recognition

The Association’s investments as of June 30, 2014 and 2013 are stated at fair value. Shares of the separate investment accounts are valued at quoted market prices, which represent the net value of shares held by the Association at year-end.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date.

Investments consist of equity and debt securities, mutual funds, and money market investments which are carried at market value (adjusted annually). Realized and unrealized gains and losses are reflected in the statement of activities. Assets held in the investment account were as follows at June 30, 2014 and 2013:

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

June 30, 2014 and 2013

June 30, 2014

	<u>Cost</u>	<u>Market Value</u>	<u>Unrealized Gain (Loss)</u>
CURRENT ASSETS:			
Cash management funds	\$ 6,952	\$ 6,952	
Mutual funds	<u>500,107</u>	<u>510,891</u>	<u>\$ 10,784</u>
	<u>\$ 507,059</u>	<u>\$ 517,843</u>	<u>\$ 10,784</u>

June 30, 2013

	<u>Cost</u>	<u>Market Value</u>	<u>Unrealized Gain (Loss)</u>
CURRENT ASSETS:			
Cash management funds	\$ 19,449	\$ 19,449	
Treasury Investments	<u>484,351</u>	<u>474,454</u>	<u>\$ (9,897)</u>
	<u>\$ 503,800</u>	<u>\$ 493,903</u>	<u>\$ (9,897)</u>

Concentrations of Credit Risk Arising from Cash Deposits in Excess of Insured Limits

The Association maintains cash balances at several financial institutions located in New Hampshire. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2014, the Association's uninsured cash balances total \$173,990.

NOTE 3—ACCOUNTS RECEIVABLE

All receivables are considered fully collectible within the next fiscal year. Accounts receivable consist of the following at June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Merchandise sale receivables	\$ 10,000	\$ 10,000
Corporate Sponsors	2,000	500
State of New Hampshire	77,092	
Broadcasting contracts	8,000	
Due from participating schools	69,512	38,171
Rulebook sales	42	1,339
Other miscellaneous receivables	<u>170</u>	<u>455</u>
	<u>\$ 166,816</u>	<u>\$ 50,465</u>

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
June 30, 2014 and 2013

NOTE 4—LAND, PROPERTY AND EQUIPMENT

Land, property and equipment consist of the following:

	<u>2014</u>	<u>2013</u>
Land and land improvements	\$ 83,786	\$ 83,786
Building	466,858	458,239
Equipment	<u>126,771</u>	<u>133,520</u>
	677,415	675,545
Accumulated depreciation/amortization	<u>290,113</u>	<u>289,053</u>
	<u>\$ 387,302</u>	<u>\$ 386,492</u>

A capital lease is included as part of equipment. (See Note 7)

NOTE 5--SOFTWARE

Software consists of the following:

	<u>2014</u>	<u>2013</u>
Software	\$ 71,981	\$ 72,666
Accumulated amortization	<u>68,400</u>	<u>67,076</u>
	<u>\$ 3,581</u>	<u>\$ 5,590</u>

NOTE 6—MORTGAGE PAYABLE

The Association had a mortgage with a local bank which financed a substantial portion of a building addition. The mortgage payable terms required monthly payments of \$2,192 per month including interest rate based on the FHLB 5/20 amortizing rate + 3.50%. The interest rate for 2014 and 2013 was 5.25%. The mortgage was secured by land and buildings, which have a combined carrying value of \$321,383 and \$332,250 for the years ended June 30, 2014 and 2013, respectively. The balance of the mortgage was \$0 and \$9,253 at June 30, 2014 and 2013, respectively.

NOTE 7—CAPITAL LEASE

The Association entered into a lease agreement to lease electronic documentation software under a capital lease. The economic substance of the lease is that the Association is financing the acquisition of the assets through the lease, and accordingly, it is recorded in the Association's assets and liabilities.

The Capital Asset of \$8,995 is recorded as part of equipment. Accumulated amortization at June 30, 2014 and 2013 is \$8,745 and \$5,747, respectively. The lease agreement contains a bargain purchase option at the end of the lease term.

The following is a schedule by years of future minimum payments required under the lease together with their present value at June 30, 2014:

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 June 30, 2014 and 2013

<u>Year ending June 30,</u>	
2015	\$ 2,268
2016	<u>2,268</u>
Total minimum lease payments	4,536
Less amount representing interest	<u>279</u>
Present Value of Lease Payments	<u>\$ 4,257</u>

Amortization of assets held under capital lease is included with depreciation expense.

NOTE 8—FUNCTIONAL EXPENSES

The Association generally reports on the natural classification of expenses. Functional expense allocations are based on the estimated allocation to direct programming costs to specific programs and supporting services (Management and General Expenses). The summary of functional expenses is reported as follows based on direct and allocated costs for the years ended June 30, 2014 and 2013.

	<u>2014</u>	<u>2013</u>
Functional Expenses		
Sports programming	\$ 984,910	\$ 973,629
Coaches education	15,728	24,518
Life of An Athlete Program	<u>418,857</u>	<u>32,572</u>
Total programming costs	1,419,495	1,030,719
Management and General Expenses	<u>269,638</u>	<u>224,804</u>
	<u>\$ 1,689,133</u>	<u>\$ 1,255,523</u>

NOTE 9—PENSION PLANS

The Association has a defined contribution plan (sponsored tax sheltered annuity plan under Section 403 (b) of the Internal Revenue Code) which covers substantially all of its employees who meet the eligibility requirements of the Internal Revenue Code. The Association contributed \$35,917 and \$35,537 to the plan in 2014 and 2013, respectively.

NOTE 10—CONTINGENCIES

The Association receives funds under contracts from private and State sources, which require that the Association use the funds within certain periods and for purposes specified by governing laws and regulations. If expenses should be found not to have been made in compliance with the laws and regulations, the Association might be required to repay the funds.

No provisions have been made for these contingencies because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2014 and 2013.

NOTE 11—RECLASSIFICATION OF PRIOR YEAR

Various presentations have been restated for the prior year to enhance comparability.

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
June 30, 2014 and 2013

NOTE 12—SUBSEQUENT EVENTS

Subsequent events have been evaluated through October 24, 2014, which is the date the financial statements were available to be issued.

SCHEDULE 1
NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
SCHEDULES OF EXPENSES
For the Years Ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Salaries and wages	\$ 505,575	\$ 408,497
Game expenses	357,683	372,479
Life of an athlete marketing and communications	183,905	106
Professional services	120,360	33,218
Insurance	49,680	42,890
Flexible benefit payments	40,239	34,973
Payroll taxes	39,460	32,984
Retirement expenses	35,917	35,357
Building maintenance	27,432	14,418
Plaques and medals	27,277	27,337
Depreciation	26,534	23,991
Workshops	26,080	336
Committee meeting expenses	22,362	20,645
Rulebooks	19,792	21,631
Printing	18,690	15,442
Employee benefits	17,692	17,168
Electronic communications fees	17,626	12,540
Office expenses	16,606	12,398
Coaches education	15,358	24,044
Travel	15,354	8,094
Strategic Planning	12,479	
Conferences	7,810	11,731
Annual meeting	7,044	6,728
Temporary Labor	6,980	
Postage	6,374	5,333
Telephone	6,280	6,089
Scholar Athlete Banquet	5,960	5,803
3-Sport Athlete	5,809	6,018
Hall of Fame Banquet	5,539	6,268
Property taxes	5,477	5,253
Repairs and maintenance	5,246	5,823
Custodial services	4,759	4,976
Fuel	4,075	3,276
Electricity	4,047	3,524
Unrelated business income taxes	300	4,238
Athletic Secretary Conference	3,614	2,037
Dues	3,531	3,401
Amortization of software	2,949	6,644
Equipment lease expense	2,188	888
Student scholarships	2,000	2,000
Student leadership conference	1,790	2,780
Loss on disposal of assets	475	
Books and periodicals	423	415
Tournament supplies	252	1,806
Interest	110	1,944
TOTAL EXPENSES	<u>\$ 1,689,133</u>	<u>\$ 1,255,523</u>

SCHEDULE 2
NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
SCHEDULES OF GAME REVENUES AND EXPENSES
For the Years Ended June 30, 2014 and 2013

EVENT	Year Ended June 30, 2014		
	GAME RECEIPTS	GAME EXPENSES	NET PROFIT OR (LOSS)
Basketball	\$ 210,983	\$ 96,241	\$ 114,742
Unified Basketball	2,568	130	2,438
Soccer	54,735	24,816	29,919
Unified Soccer	1,500	1,066	434
Football	119,519	30,896	88,623
Ice Hockey	96,059	38,101	57,958
Baseball	31,585	19,162	12,423
Volleyball	30,210	15,152	15,058
Unified Volleyball	1,896	240	1,656
Softball	18,496	10,638	7,858
Field Hockey	14,710	7,533	7,177
Winter Spirit	25,598	8,717	16,881
Wrestling	14,468	15,131	(663)
Outdoor Track	19,235	19,750	(515)
Unified Track	1,500	375	1,125
Lacrosse	39,871	19,549	20,322
Fall Spirit	14,436	9,993	4,443
Indoor Track	6,618	11,145	(4,527)
Gymnastics	2,307	1,800	507
Swimming	8,519	11,448	(2,929)
Bass Fishing	700	644	56
Golf		725	(725)
Skiing	75	3,067	(2,992)
Bowling	655	60	595
Tennis		3,965	(3,965)
Cross Country	3,990	7,339	(3,349)
	<u>\$ 720,233</u>	<u>\$ 357,683</u>	<u>\$ 362,550</u>

EVENT	Year Ended June 30, 2013		
	GAME RECEIPTS	GAME EXPENSES	NET PROFIT OR (LOSS)
Basketball	\$ 200,874	\$ 99,513	\$ 101,361
Unified Basketball	2,392	190	2,202
Soccer	54,344	25,033	29,311
Unified Soccer	1,500	1,062	438
Football	108,501	27,538	80,963
Ice Hockey	101,649	39,533	62,116
Baseball	37,706	25,061	12,645
Volleyball	28,741	16,843	11,898
Unified Volleyball	550	550	-
Softball	24,841	17,136	7,705
Field Hockey	13,762	7,123	6,639
Winter Spirit	28,106	13,664	14,442
Wrestling	16,295	12,765	3,530
Outdoor Track	17,932	17,952	(20)
Unified Track	579	375	204
Lacrosse	41,120	19,736	21,384
Fall Spirit	14,940	9,667	5,273
Indoor Track	6,819	11,470	(4,651)
Gymnastics	2,221	2,157	64
Swimming	8,352	8,805	(453)
Bass Fishing	2,500	310	2,190
Golf		725	(725)
Skiing		3,208	(3,208)
Bowling	648	60	588
Tennis		3,820	(3,820)
Cross Country	4,392	8,183	(3,791)
	<u>\$ 718,764</u>	<u>\$ 372,479</u>	<u>\$ 346,285</u>

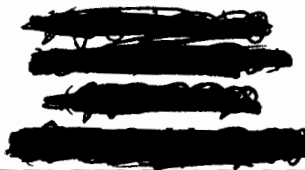


2014-2015 NHIAA Council

As of 5/21/2015

Position	Name/Title
President:	Richard Dichard Assistant Principal, Manchester Central
Vice President:	Jason Parent Principal, Londonderry High School
Treasurer/Executive Director	Jeffrey T. Collins, NHIAA
Interim Secretary	Diane Jobin, NHIAA
Council Member:	Steven Beals Principal, Alvirne High School
Council Member:	Gary Bisson Principal, Berlin High School
Council Member:	Linda Brodeur President, Bishop Guertin High School
Council Member:	Dr. Dean Cascadden Superintendent SAU #67
Council Member:	James Daley St. Thomas Aquinas High School
Council Member:	Matthew Fennessey Coach, Dover
Council Member:	Scott Fitzgerald Athletic Director, Stevens High School
Council Member:	Steve Hodsdon Coach, Somersworth High School
Council Member:	Michael Jackson Athletic Director, Hanover High School
Council Member:	Frank McBride Principal, Goffstown High School
Council Member:	Steve Mello Athletic Director, Concord High School
Council Member:	Michael Morgan Superintendent, SAU#16
Council Member:	Sean Moynihan Principal, Sunapee High School
Council Member:	Robert Nelson Principal, Lin-Wood Public School
Council Member:	Bruce Parsons Principal, Plymouth Regional High School
Council Member:	Laurie Rothhaus Principal, Campbell High School
Council Member:	John Scranton, NH School Boards Association Buddy Trask Athletic Director, Colebrook Academy

Donna Arias



PROFILE

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

WORK EXPERIENCE

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

EMPLOYMENT

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

EDUCATION

International Certification & Reciprocity Consortium

New Hampshire Prevention Certification Board
Internationally Certified Prevention Specialist, 2010

Northeast Public Health Leadership Institute

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

Certificate of Appreciation for completion of New Hampshire Public Health Institute

Manchester, NH, 2007

Northeastern University; Boston, MA

College of Arts and Sciences, 1997
BS, Psychology

COMMUNITY AFFILIATIONS

New Hampshire Prevention Certification Board, President and Past Peer Review Committee Chair, 2010-present

Nashua Rotary West, 2008-present

State Epidemiological Outcome Workgroup, 2012-2013

NH Liquor Enforcement Alcohol Workgroup, 2011-2013

Greater Nashua's Community Health Improvement Planning Group, 2011-2013

Gate City Immigrant and Refugee Initiative, 2008-2013

Community Action for Safe Teens, 2008-2013

Hudson/Litchfield Coalition, 2009-2013

Merrimack Drug Advisory Council, 2008-2013

Nashua Prevention Coalition, 2008-2013

Greater Nashua Healthy Community Collaborative, 2006-2013

New Hampshire Public Health Association, 2006-2008

Greater Nashua Regional Public Health Advisory Committee, Chairperson, 2006-2008

Greater Nashua Regional Public Health Emergency Planning Subcommittee, Facilitator, 2006-2008

Greater Nashua Regional Media Advisory Subcommittee, 2006-2008

New Hampshire Diabetes Advisory Committee 2006-2008

Greater Nashua Local Emergency Planning Committee, 2006-2008

Winter Overflow Planning Committee, Facilitator, 2004-2006

Homeless Wraparound Team, Facilitator, 2005-2006

Shelter Providers and Outreach Workers Meeting, 2004-2006

Continuum of Care, 2002-2006

Ending Homelessness Committee, 2002-2006

Housing Data and Analysis Committee, Chairperson, 2004-2006

TRAININGS AND SKILLS

Life of an Athlete, Train the Trainer, Olympic Training Center, Lake Placid, NY

Estudio, Word, Excel, PowerPoint, Publisher, Outlook

KITS, PIERS, PWITS

New Futures, Community Leadership Initiative

Homeless Management Information System

Psychological First Aid

National Incident Management System 700, Incident Command System 100

Risk Communication

Continuity of Operations

Proficient in Conversational Spanish

REFERENCES FURNISHED UPON REQUEST

DAN SERARD

EDUCATION

UNIVERSITY OF NEW HAMPSHIRE, DURHAM, NEW HAMPSHIRE
B.S., Recreation Management and Policy, focus in Program Administration, 2013
Minor, Business Administration

EXPERIENCE

Life of an Athlete, NHIAA; Concord, New Hampshire
Program Coordinator, 2013- Present

Life of an Athlete- Responsible for the development, planning, implementation, and evaluation of a state-wide comprehensive substance abuse prevention program, which focuses on a whole health approach to educate high school students on making healthy decisions.

Duties include:

- Oversee and facilitate statewide and local trainings and workshops for high school students, coaches, and school administrators.
- Plan, develop, and create educational resources to be distributed state-wide.
(Program Manual, Powerback Diet Nutrition Book, Coaches Playbook, Captain's Guide)
- Oversee state-wide marketing campaign including website, social media, and traditional media.
- Manage communication between state association and communities considering implementing the program.
- Assist with pilot evaluation that will qualify program to be considered an evidence-based program.
- Assess and present recommendations to school administration to strengthen athletic policies.
- Assist in grant writing and project/budget management.
- Maintain and order office supply inventory.
- Hire, supervise, and evaluate staff, interns, and volunteers.

NHIAA- Responsible for bridging the NHIAA and Life of an Athlete program so key parts integrate correctly, focusing on statewide student leadership programs. Duties include taking a key role in the following:

- Organize student leadership conference for 400+ students from around the state of NH.
- Oversee 50 students at New England Student Leadership Conference, and 4 students at the National NFHS Student Leadership Conference.
 - Statewide student leadership program.
 - Statewide student ambassador program.
 - Implementation of social media marketing.
 - Student athlete of the month.
 - Student athlete of the year.
- Serve as NHIAA representative at tournament games.

Isles of Shoals Steamship Company, Portsmouth, New Hampshire
Customer Service/Sales Representative, Summer 2013- Present

- Assist with reservations, ticket sales, coordinating events, promoting, marketing, and cruise directing for various cruises.
- Supervise, train, and evaluate staff.
- Reply to customer service inquires to advise potential customers of available cruises and other attractions offered within the company.
- Assist deck hands.
- Assist in administrative duties.
- Direct, organize, market, and manage special event cruises.

University of New Hampshire Campus Recreation, Durham, New Hampshire
Intramural Supervisor/Facilities Staff, Fall 2011- Summer 2013

- Manage, recruit, hire, train, schedule, evaluate, and supervise for over 50 officials for ~~club sports~~ 177
- Respond to disciplinary incidents using effective conflict resolution and mediation techniques.
- Serve on intramural supervisor search committee to hire new supervisors.
- Work in team environment developing and reviewing departmental policy.
- Inform guests about campus recreation programs.
- Provide courteous customer service to guests and maintain.
- Organize fitness center.

SKILLS AND TRAININGS

Life of an Athlete, Train the Trainer, Olympic Training Center, Lake Placid, NY

Internationally Certified Prevention Specialist, 2015*Projected June,2015

MIAA 28th Annual Leadership Training, January, 2015

New England Student Leadership Conference, July, 2014, 2015

MS Word, MS Excel, MS Powerpoint, MS Publisher, MS Outlook

Website management- MS WordPress

Adobe Photoshop & InDesign

Social Media (Twitter, Facebook, Instagram, Pinterest)

Public Speaking/Presenting

Development of published material

Community relationship building (athletics & prevention)

Program coordination/management on a local, regional, and state-wide scale

Develop and implement strategic plans

Conducting and facilitating presentations, brain storming workshops, and policy meetings

Hire, train, supervise, and evaluate staff and volunteers

CPR/AED and First Aid Certified (2012)

***References and documents furnished upon request**

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Donna Arias	Program Director	\$77250.00	50%	\$38625.00
Dan Serard	Program Coordinator	\$43260.00	50%	\$21630.00
TBD	Marketing Director	\$52000.00	25%	\$13000.00
TBD	Administrative Assistant	\$23400.00	33%	\$7800.00



Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6100 1-800-804-0909
FAX: 603-271-6105 TDD Access: 1-800-735-2964

November 27, 2013

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

SOLE SOURCE

REQUESTED ACTION

100% General funds

Authorize the Department of Health and Human Services (DHHS), Division of Community Based Care Services (DCBCS), Bureau of Drug & Alcohol Services, to enter into a **sole source** Agreement with New Hampshire Interscholastic Athletic Association, Inc. (Vendor #154201-B001), 251 Clinton Street, Concord, NH 03301, to implement the Life of an Athlete program, effective December 20, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015, in an amount not to exceed \$460,000.

Funds to support this request are anticipated to be available in the following account in State Fiscal Years 2014 and 2015 and upon the availability of the funding to the Department, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

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

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2014	102-500734	Contracts for Program Svc	49158502	\$230,000
SFY 2015	102-500734	Contracts for Program Svc	49158502	\$230,000
		Grand Total		\$460,000

EXPLANATION

This agreement is sole source because in the current biennium the New Hampshire Legislature appropriated an additional \$250,000 per state fiscal year in the Governor's Commission account to be used for alcohol and other drug prevention services. Of the funds appropriated in this account, \$230,000 in each fiscal year shall be used to fund services to implement the Life of an Athlete program. Life of an Athlete is a comprehensive prevention program, which empowers and motivates youth to make healthy choices by teaching them about the immediate impact alcohol and other drugs have on athletic performance.

Life of an Athlete is a sole source comprehensive prevention program, which empowers and motivates youth to make healthy choices by teaching them about the immediate impact alcohol and other drugs have on athletic performance. Life of an Athlete consists of five core components as follows:

- 1) **CODES OF CONDUCT:** development and consistent enforcement of codes;
- 2) **PRE-SEASON MEETINGS:** development and incorporation of clear messages about the impact of lifestyle choices on athletic performance into existing meetings;
- 3) **TRAINING FOR COACHES:** skill building for coaches to positively confront behaviors of concern, model healthy behavior and incorporate messages on the impact of lifestyle choices on performance into regular team communication;
- 4) **TRAININGS FOR STUDENT ATHLETE LEADERS:** skill building for youth to positively confront behaviors of concern, model healthy behavior and reinforce messages from their coach on the impact lifestyle choices have on performance; and
- 5) **STAKEHOLDERS UNITY:** build community support for consistent upholding the codes.

Although New Hampshire is often ranked as one of the healthiest states in the nation, these rankings contradict the significant health risks related to substance misuse and abuse that continue to plague the state. Specifically, the 2008-2009 National Survey on Drug Use and Health reported New Hampshire's rate of past month alcohol use for those 12 and older to be the highest rate among states and territories (63.9%) and the highest for 18 to 25 year olds (75.12%). According to the 2011 Youth Risk Behavior Survey, NH's representative sample showed past month alcohol use rates among 9th through 12th graders to be 38.4%, on par with the U.S. rate of 38.7%, while the rate of binge drinking for that same population was 23.8% compared to the U.S. rate of 21.9%. Regarding prescription drug misuse and abuse, according to the 2008-2009 National Survey on Drug Use and Health, New Hampshire's rate of non-medical use of pain relievers among 18 to 25 year olds was the second highest in the U.S. at a rate of 16.7%.

Should the Governor and Council not authorize this request for funding for the implementation of Life of an Athlete it would impact approximately 800 youth from across the State. Although there are philanthropic funds that support this program, it is not fully funded. Thereby without state funds the expected numbers reached would be greatly diminished impacting health outcomes.

Compliance measures for this agreement include the following:

- 1) By the end of year one:
 - a) Maintain a response rate of 60% for surveys used in the state-wide evaluation of Life of an Athlete.
 - b) Host a minimum of two state-wide training and five regional trainings.
 - c) Provide training on Life of an Athlete to a minimum of
 - 500 youth
 - 300 coaches
 - 100 professionals
 - d) Ensure 30 high schools implement at least one component of Life of an Athlete
 - e) Ensure 10 high schools implement the five core components of Life of an Athlete.
 - f) Ensure 5 high schools have athletic codes in compliance with the Life of an Athlete model codes

2) By the end of year two:

- a) Maintain a response rate of 75% for surveys used in the state-wide evaluation of Life of an Athlete
- b) Host a minimum of three state-wide training and 13 regional trainings.
- c) Provide training on Life of an Athlete to a minimum of:
 - 800 youth
 - 600 coaches
 - 150 professionals
- d) Ensure 50 high schools implement at least one component of Life of an Athlete
- e) Ensure 30 high schools implement the five core components of Life of an Athlete.
- f) Ensure 10 high schools have athletic codes in compliance with the Life of an Athlete model codes.

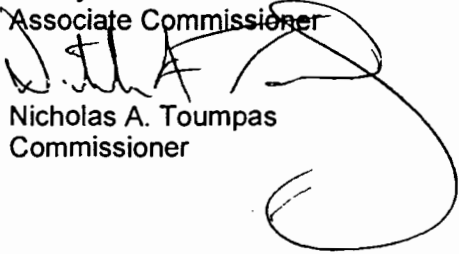
Area served: Statewide.

Source of Funds: 100% General Funds from the Governor's Commission.

Respectfully submitted,


Nancy L. Rollins
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

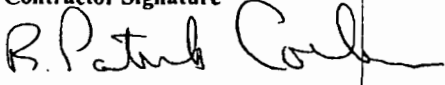
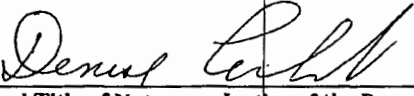
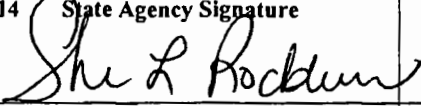
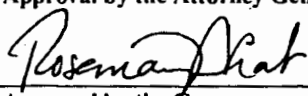
Subject: Life of an Athlete

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name New Hampshire Interscholastic Athletic Association, Inc.		1.4 Contractor Address 251 Clinton Street Concord, NH 03301	
1.5 Contractor Phone Number 603-228-8671	1.6 Account Number 010-049-2989-102	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$ 460,000
1.9 Contracting Officer for State Agency Valerie Morgan		1.10 State Agency Telephone Number 603.271.6819	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory R. PATRICK CORBIN, TREASURER / EXEC DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>11/24/2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace DENISE TERLIKOSKY, Notary Public My Commission Expires September 28, 2016			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Acting 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>12-4-13</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.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer 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. General Provisions

- A) The Contractor is responsible for compliance with all relevant state and federal laws.
- 1) Special attention is called to the following statutory responsibilities:
 - 2) Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.
 - 3) All services provided pursuant to this Agreement shall be subject to the most current proposed or formalized rules and regulations promulgated by the Bureau of Drug and Alcohol Services (BDAS) pursuant to RSA 541 A.
 - 4) The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B N.H. RSA 318 B: 12 and N.H. RSA 172:8-A.
- B) Relevant Policies and Guidelines
- 1) The Contractor shall maintain and promote a written policy for supporting a substance free workplace. This policy shall include a written statement regarding rules pertaining to alcohol, tobacco, and other drugs.
 - 2) The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire Bureau of Drug and Alcohol Services (BDAS), any of its agencies, or any of its officers, and the Contractor.
 - 3) Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform BDAS before initiating any research related to this contract.
- C) Culturally and Linguistically Appropriate Standards of Care
- 1) DHHS recognizes that culture and language have considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access, DHHS expects the contractor(s) to provide culturally and linguistically appropriate services according to the following guidelines:
 - i) Assess the ethnic/cultural needs, resources and assets of their community and region;
 - ii) Plan to address any health disparities identified in the assessment phase of the SPF;
 - iii) Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment;
 - iv) Offer consumers a forum through which clients have the opportunity to provide feedback regarding cultural and linguistic issues that may deserve response;
 - v) Effective outreach and networking methods to engage and build trust with individuals with respect to their culturally and linguistically diverse home environments, if applicable; and
 - vi) Provide interpretation/communication assistance services for those individuals who need it (including but not limited to individuals who are deaf, hard of hearing, blind, visually or speech impaired, have limited English proficiency (LEP) or low literacy skills) for clients.
- D) Publications Funded Under Contract
- 1) All products produced under this contract are in the public domain.
 - 2) All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DCBCS before printing, production, distribution, or use.
 - 3) The Contractor shall credit DHHS BDAS on all materials produced under this contract.



Exhibit A

2. Minimum Standards of Core Services

- A) Services offered through this contract will help the contractor oversee state-wide implementation of Life of an Athlete (LoA). LoA is a comprehensive prevention program, which empowers and motivates youth to make healthy choices by teaching them about the immediate impact Alcohol and other Drugs (AOD) have on athletic performance.

LoA consists of five core components:

- 1) **CODES OF CONDUCT:** development and consistent enforcement of codes
- 2) **PRE-SEASON MEETINGS:** development and incorporation of clear messages about the impact of lifestyle choices on athletic performance into existing meetings
- 3) **TRAINING FOR COACHES:** skill building for coaches to positively confront behaviors of concern, model healthy behavior and incorporate messages on the impact of lifestyle choices on performance into regular team communication.
- 4) **TRAININGS FOR STUDENT ATHLETE LEADERS:** skill building for youth to positively confront behaviors of concern, model healthy behavior and reinforce messages from their coach on the impact lifestyle choices have on performance.
- 5) **STAKEHOLDERS UNITY:** build community support for consistent upholding the codes

B) Contractors Minimum Required Services

i) Dedicated staff

- (1) The contractor must maintain one full time equivalent staff. The program staff must be a Certified Prevention Specialist or able to obtain certification status within one year.
- (2) The program staff shall:
 - (a) Develop effective dissemination tools including:
 - (i) Template presentations
 - (ii) Documents
 - (iii) Web-based trainings
 - (b) Support evaluation activities related to LoA implementation in collaboration with the New Hampshire Center for Excellence.
 - (c) Ensure that evaluation sites receive Technical Assistance and maintain an adequate response rate to surveys.
 - (d) Coordinate state-wide LoA trainings to increase knowledge and skills of:
 - (i) Coaches
 - (ii) Athletes
 - (iii) Parents
 - (iv) Community stakeholders.
 - (e) Manage social media related to LoA, increasing the number of web-site hits, tweets, re-tweets, posts and re-posts.

ii) Pre-Season Meeting

- (1) The contractor shall ensure participating schools:
 - (a) Incorporate messages about the impact of Alcohol and other Drugs (AOD) on athletic performance into their mandatory pre-season meeting with parents and athletes to go over expectations of involvement.
 - (b) Require by the end of year two parents/guardians not able to attend the in-person mandatory meeting attend a web-based training on the impact of AOD on athletic performance in addition to meeting individually with the athletic director to go over expectations for involvement.

iii) Codes of Conduct

- (1) The contractor shall ensure participating schools:
 - (a) Work toward the LoA model codes and Governors Model School Policies by comparing the codes from each implementing school at the beginning and end of each school year.
 - (i) The LoA model codes include:



Exhibit A

1. Year round enforcement (including the summer).
 2. Consequences that may carry over into the post-season and next season.
 3. Stricter consequence for athletes that host an underage party where there is drinking and/or illegal drugs.
 4. Stricter consequence for student athlete leaders that are caught violating the code.
 5. Referral to counseling.
 6. Use of the restorative justice model.
 7. Tiered consequences.
 8. Suspensions for a percentage of season (ensuring the consequence is equitable across sports).
 9. Consequences for being 'in the presence of' illegal drugs and/or alcohol.
 10. A requirement the athlete be truthful during an investigation.
 11. Knowledge, understanding and agreement in the signature line signed by parent/guardian and athlete.
- (b) Require parents/guardians and student athletes complete web-based training as component of the consequence for an AOD related violation.
- iv) Training for Coaches
- (1) Hold trainings in collaboration with the Bureau of Drug and Alcohol Services' Regional Public Health Networks. The contractor shall:
 - (a) Hold an in-person training every year to increase coaches' knowledge of:
 - (i) How to model healthy behavior.
 - (ii) The impact AOD has on athletic performance.
 - (iii) How to positively confront behaviors of concern using the restorative justice model.
 - (b) Ensure participating schools require web-based training for all high school coaches.
 - (c) Work to make LoA web-based training mandatory for all high school coaches through the Fundamentals of Coaching course required by the Coaches Education Committee.
- v) Youth Leadership
- (1) Hold trainings in collaboration with the Bureau of Drug and Alcohol Services' Regional Public Health Networks. The contractor shall:
 - (a) Hold state-wide and regional in-person trainings to increase student athlete leaders knowledge of:
 - (i) The importance of modeling healthy behavior.
 - (ii) The impact AOD has on athletic performance.
 - (iii) How to positively confront behaviors of concern.
 - (iv) Using peer to peer messaging.
 - (b) ensure participating schools require web-based training for:
 - (i) Student athletes that do not participate in in-person trainings or the mandatory pre-season meeting.
 - (ii) Student athletes that have a code infraction related to AOD.
- vi) Stakeholder Unity
- (1) Increase community support for updating, enforcing and upholding codes of conduct in accordance with the LoA model codes. The contractor shall:
 - (a) Adapt LoA materials to meet the needs of New Hampshire communities.
 - (b) Review materials to ensure they are culturally competent, linguistically appropriate, and easily understood.
 - (c) Create and host web-based trainings to increase knowledge and skills among stakeholders.
 - (d) Facilitate local presentations for key community and businesses leaders and other community stakeholders.



Exhibit A

C) Compliance measures

- 1) The contractor shall:
 - i) By the end of year one:
 - (1) Maintain a response rate of 60% for surveys used in the state-wide evaluation of LoA.
 - (2) Host a minimum of two state-wide training and five regional trainings.
 - (3) Provide training on LoA to a minimum of
 - (a) 500 youth
 - (b) 300 coaches
 - (c) 100 professionals
 - (4) Ensure 30 high schools implement at least one component of LoA
 - (5) Ensure 10 high schools implement the five core components of LoA.
 - (6) Ensure 5 high schools have athletic codes in compliance with the LoA model codes7
 - ii) By the end of year two:
 - (1) Maintain a response rate of 75% for surveys used in the state-wide evaluation of LoA.
 - (2) Host a minimum of three state-wide training and 13 regional trainings.
 - (3) Provide training on LoA to a minimum of:
 - (a) 800 youth
 - (b) 600 coaches
 - (c) 150 professionals
 - (4) Ensure 50 high schools implement at least one component of LoA
 - (5) Ensure 30 high schools implement the five core components of LoA.
 - (6) Ensure 10 high schools have athletic codes in compliance with the LoA model codes.

D) Data Reporting Requirements

- 1) The Contractor must have the ability to communicate and submit required reports via e-mail.
- 2) The Contractor shall submit the following reports in formats approved and/or provided by the BDAS unit:
 - i) The contractor agrees to enter all data within twenty (20) business days of the end of the following month as requested in section (s) G-J of this contract into the Web Infrastructure Technology system (WITS) within the prevention domain. The WITS is managed and owned by the BDAS-DHHS and maintained and hosted by FEI Inc. All data entered into WITS will be monitored for Quality assurance purposes and contract performance, and will be used for statistical analysis as well as aggregate data reporting and any other analysis deemed appropriate by the contracting agency and the BDAS/DHHS and as required by FEI Inc. to ensure fidelity and integrity of the system.
 - ii) In addition to the preceding, the contractor shall inform any individual and or entity from whom information is requested, or otherwise represented as data, for entry into the WITS of the necessity for, and use of this data. The contractor shall also require the execution of a signed authorization for release of information from any individual or entity allowing this information to be collected and used as described in section(s) G-J.
 - iii) This contracted scope of work is supported in by both state and private funds from the New Hampshire Charitable Foundation, therefore both funders will have access to LoA data entered into P-WITS.
 - iv) The Contractor shall submit monthly expenditure reports for reimbursement of costs associated with contract activities, by the 20th business day following the month;
 - v) Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the State.
 - vi) Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of, representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.
 - vii) BDAS may withhold, in whole or in part, any payment for the ensuing period of the Agreement until the Contractor submits the above reports to BDAS's satisfaction, unless a waiver has been granted.



Exhibit A

E) Quarterly Site Visits

- 1) The Contractor shall allow a team authorized by BDAS to conduct bi-annual site reviews that will include the Direct Service Provider responsible for the implementation of LoA, fiscal oversight manager, the Contractor or designee, Evaluator, and BDAS. This site visit will review the Contractor's systems of governance, administration, P-WITS data collection and submission, and financial management in order to assure systems are adequate to provide the contracted services. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this contract.

F) Evidence Based Core Components

- 1) In support of the NH DHHS's, Bureau of Drug and Alcohol Services' commitment to funding evidence-based interventions to prevent and reduce alcohol and other drug problems, contractors are required to work with the NH Center for Excellence to ensure the following:
 - i) For those contractors implementing interventions from the federal registry of evidence-based practice or based on an intervention listed on such a registry, that core elements articulated within the federal registry for the intervention will be implemented with fidelity;
 - ii) For those contractors implementing interventions that are not from the federal registry of evidence-based interventions, you are required to contact NH Center for Excellence to assist you with establishing the core elements that meet evidenced based status of intervention, implementation and evaluation.
 - iii) For more information <http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>. Process for NH prevention providers to select evidence-based interventions.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8 of the General Provisions of this Agreement, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibits B-1 and B-2.
2. Payment for said services shall be made as follows:
The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The final invoice shall be due to the State no later than sixty days after the contract Completion Date, block 1.7. 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.

The invoice must be submitted to:
Bureau of Drug and Alcohol Services
105 Pleasant Street,
Main Bldg., 3rd Floor North
Concord, NH 03301
3. Funding under this Agreement is 100% general funds from the Governor's Commission.
4. The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.
5. Notwithstanding paragraph 18 of the P-37, an amendment limited to transfer of 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 G&C. Requests to transfer funds will not be accepted after June 20th of each contract year.



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 fundors 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 fundors, 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;



- 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.

New Hampshire Department of Health and Human Services
Exhibit C



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

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: NHIAA

11/26/13
Date

R. Patrick Corbin
Name: R. PATRICK CORBIN
Title: TREASURER / EXECUTIVE DIRECTOR



HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

Definitions

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "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.
8. "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.
9. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
10. "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.
11. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "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.
15. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
16. 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.



Use and Disclosure of Protected Health Information

1. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. Business Associate may use or disclose PHI:
 - 2.1. For the proper management and administration of the Business Associate;
 - 2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - 2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
4. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
5. 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.

Obligations and Activities of Business Associate

1. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
2. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
3. 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.
4. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
5. 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.



6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

Obligations of Covered Entity

1. 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.
2. 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.
3. 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.

Termination for Cause

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

New Hampshire Department of Health and Human Services
Exhibit I



Miscellaneous

1. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
2. 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.
3. 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.
4. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
5. 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.
6. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Contractor Name: NHIAA

11/26/13
Date

B. Patrick Corbin
Name: B. PATRICK CORBIN
Title: TREASURER / EXECUTIVE DIRECTOR

State Agency Name:

12/3/13
Date

Sheri L Rockburn
Name:
Title: Acting Associate Commissioner

CERTIFICATE OF VOTE

I, Diane D. Jobin, do hereby certify that:

- 1. I am a duly elected Clerk of New Hampshire Interscholastic Athletic Association.
- 2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on November 14, 2013:

RESOLVED: That the Executive Director

is hereby authorized on behalf of this Corporation 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 14th day of November, 2013.
- 4. R. Patrick Corbin is the duly elected Executive Director of the Corporation.

Diane D. Jobin
Clerk of the Corporation

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 20th day of November, 2013.

By: Diane D. Jobin ^(SPK)
Stephanie D. Andruss

Stephanie D. Andruss
(Notary Public/Justice)

(Notary Seal)

