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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

Jeffrey A. Meyers
Commissioner

Lorraine Bartlett
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 12, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into agreements with the vendors listed below for the provision of juvenile court diversion, delinquency prevention and intervention services in an amount to exceed $173,385 effective July 1, 2016 or upon Governor and Executive Council approval, whichever is later through June 30, 2017. 100% Federal Funds

Vendor	Vendor Code	Location	Amount
Family Mediation & Juvenile Services	204659 B001	16 Academy Avenue, Atkinson, NH 03811	$25,000
Juvenile Court Diversion Network, Inc.	270119	23 Wakefield Street Rochester, NH 03867	$60,000
New Hampshire Legal Assistance	154648	117 North State Street Concord, NH 03301	$45,518
Upper Room, A Family Resource Center	246053 R001	36 Tsienneto Road Derry, NH 03038	$42,867
		TOTAL:	**$173,385**

Funds to support this request are available in the following accounts in State Fiscal Year 2017 upon availability and continue appropriation of funds in the future operating budget.

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

Fiscal Year	Class	Title	Activity Code	Amount
2017	072-500575	Grants - Federal	42140606	$60,000
2017	072-500575	Grants – Federal	42140614	$113,385
			TOTAL:	**$173,385**

EXPLANATION

The purpose of this request is to enter into agreements with the four (4) vendors listed to provide juvenile court diversion, delinquency prevention and intervention services that focus on behavioral health and/or disproportionate minority contact for youth up to eighteen (18) years of age which will assist in the reduction of youth entering, or further penetrating the juvenile justice system.

The State of New Hampshire participates in the Federal Office of Juvenile Justice and Delinquency Prevention Act of 2002 Formula Grants program. The State Formula Grants program requires States to pass a portion of funds received to local non-profit agencies in order to assist those agencies in delivering delinquency prevention and reduction programs.

The State Advisory Group (SAG) is a Governor appointed board which consists of members with training, experience and special knowledge concerning prevention and treatment of juvenile delinquency, the administration of juvenile justice, or reduction of juvenile delinquency. As part of their role on the State Advisory Group, the group manages the federal juvenile justice grant funds which helps maximize the impact of the federal formula grant "seed" money to ensure proper supplementation of funds.

The State Advisory Group has developed a comprehensive three (3) year plan for New Hampshire through crime analysis, identification of state specific needs, a plan for addressing those needs, a plan for coordinating various federal and state efforts, and a plan for funding advanced techniques to address juvenile crime and the improvement of the juvenile justice system.

The selected vendors receive a thirty-three percent (33%) step down of funding each year for three years in order to develop self-sustaining programs which assist in the reduction of youth involved with the juvenile justice system

A Request for Proposals was posted on the Department's website on October 2, 2015 through November 13, 2015. Eight (8) proposals were received. A team of individuals with program specific knowledge and experience reviewed the proposals. Four (4) vendors were selected. The bid summary is attached.

Should Governor and Executive Council not approve this request, these vendors would not have access to the funds necessary to expand their juvenile diversion programs. These programs are vital to reducing the number of youth entering or further penetrating the juvenile justice system which would negatively impact the citizens of New Hampshire.

Area Served: Statewide

Source of Funds: 100% Federal Funds, CDFA #16.540

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

Respectfully submitted,

Lorraine Bartlett
Director

Approved by:

Jeffrey A. Meyers
Commissioner

RFP 17-DHHS-OHS-DCYF-01
State Advisory Group (SAG) Prevention Services for the Community
Vendor Proposals
SAG Review

Vendor	Area Served	Consensus to Fund at Grant Level:	Consensus to NOT Fund
City of Keene Youth Services			X
Family Mediation Juvenile Services	Western Rockingham	$25,000	
Fedcap Rehabilitation Services, Inc.			X
NH Juvenile Court Diversion Network	Statewide	$60,000	
NH Legal Assistance	Statewide	$45,518	
The Upper Room	Derry District Court Catchment Area	$42,867	
The Youth Council			X
Valley Court Diversion Programs			X

State Advisory Group (SAG) Program Committee Evaluation Team	
Joseph Diament – Director, Community Corrections, Department of Corrections	Ted Kirkpatrick – Associate Dean, University of New Hampshire, Durham
David Ball – SAG Member	Pamela Sullivan, Division for Children, Youth and Families, Youth Development Center

Subject: State Advisory Group (SAG) Community Prevention Services

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857	
1.3 Contractor Name Family Mediation and Juvenile Services		1.4 Contractor Address 16 Academy Avenue, Atkinson, NH 03811	
1.5 Contractor Phone Number 603-362-9957	1.6 Account Number: 072-500575-42140614	1.7 Completion Date June 30, 2017	1.8 Price Limitation $25,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature Melissa L. DeSimone		1.12 Name and Title of Contractor Signatory DEBRA L DeSIMONE CHAIRPERSON	

1.13 Acknowledgement: State of NH, County of Rockingham

On March 28, 2016, 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] Melissa Huntley

MELISSA HUNTLEY, Notary Public
My Commission Expires October 2, 2018

1.13.2 Name and Title of Notary or Justice of the Peace

Melissa Huntley, Notary Public

MELISSA HUNTLEY, Notary Public
My Commission Expires October 2, 2018

1.14 State Agency Signature Lorraine Bartlett	1.15 Name and Title of State Agency Signatory LORRAINE BARTLETT DCYF DIRECTOR

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Megan A. Caple Attorney On: 4/27/16

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9.DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Exhibit A

Scope of Services

1. Services to be provided

The Contractor shall provide juvenile court diversion, delinquency prevention and intervention services that focus on behavioral health and/or disproportionate minority contact for youth up to eighteen (18) years of age which assist in the reduction of youth entering involved with the juvenile justice system. The Contractor shall:

1.1 Ensure adequate, qualified staff and volunteers are available to provide services.

1.2 Accept referrals for services from any source. The referral process shall include the following:

1.2.1 Conduct intake interviews within seven (7) days of receiving referral.

1.2.2 Complete a summary of services that would most benefit the family, including other community-based services, as necessary, and provide the same to the family within five (5) days.

1.2.3 Write a service plan for each referral processed within ten (10) days of intake interview.

1.2.4 Meet with juveniles and/or families to review services plans within ten (10) days of the intake interview.

1.3 Provide services to residents of, but not limited to, the following towns:

1.3.1 Atkinson, Danville, Hampstead, Kingston, Newton and Plaistow.

1.3.2 Or as needed/requested in Salem, Sandown, Windham, and Derry.

1.4 Provide Family Mediation Services performed by two (2) trained mediators to families which shall include, but not limited to:

1.4.1 Offer a minimum of four (4) hours of mediation services in a neutral setting for each family served.

1.4.2 Document all individuals who refuse mediation services which shall include the reason the family refused.

1.4.3 Identify underlying issues and triggers contributing to the family unit's conflict.

1.4.4 Teach skills that are designed to strengthen communication and conflict resolution.

1.4.5 Provide weekly sessions which may reduce in frequency as juvenile/family progresses.

1.5 Provide Substance Abuse Classes which includes but not limited to:

1.5.1 Teach juveniles how alcohol and other drugs affect the body, mind and others.

1.5.2 Evaluate juvenile's use of alcohol and other drugs.

1.5.3 Provide healthy alternatives to drug/alcohol use.

1.5.4 Show informative videos.

Contractor Initials: DD
Date: 3-28-16

1.5.5 Provide guest speakers who are recovering addicts.

1.6 Provide Theft/Shoplifting prevention education which includes but not limited to:

1.6.1 Seven hour course focusing on the effects of shoplifting/stealing.

1.6.2 How shoplifting/stealing effects the individual and society.

1.6.3 Exploration of individual's motivation for stealing and the risks that accompany the behavior.

1.6.4 Develop a personal strategy to stop shoplifting/stealing.

1.7 Provide Anger Management course which includes but is not limited to:

1.7.1 Eleven hour course which explores anger and the role it play in their lives.

1.7.2 Teach conflict resolution skills and positive ways to express emotions.

1.8 Provide Tobacco Education which includes but is not limited to:

1.8.1 Three hour tobacco education program.

1.8.2 Evaluate juvenile's tobacco use.

1.8.3 Examine the health, financial and social risks of smoking and second-hand smoke.

1.9 Provide a Restitution Program which includes but is not limited to:

1.9.1 Work with juvenile to provide a repayment plan system.

1.9.2 Create and retain a written agreement for repayment of the harm caused by the juvenile to the victim that is dated and signed by all parties.

1.9.3 Collect payments from juvenile as indicated in the repayment plan.

1.9.4 Notify the referral source representative within seventy-two (72) hours if the juvenile defaults on the repayment plan.

1.9.5 Forward full restitution amount to victim.as directed by court

1.10 Provide a Community Service Program which includes but is not limited to:

1.10.1 Provide supervised activities which allows the juvenile to provide court ordered Community Service to the community in which the delinquent act was committed

1.11 Provide services to twenty (20) juvenile which are primarily between the ages of twelve (12) and eighteen (18)

1.12 Collaborate with community-based agencies which will positively affect the juveniles served.

1.13 Develop a communication plan which promotes awareness of these services.

1.14 Develop a plan to address the gap in services provided to juvenile participating in at-risk behaviors or struggling with behavioral health disorders and/or drug and alcohol use.

1.15 Collaborate with schools, law enforcement and parents and other child-serving community-based partners.

2. Reporting Requirements

2.1 In addition to any reporting requirements the Contractor shall:

2.1.1 A narrative summary of activities conducted in Section 1. The summary shall include, but not be limited to:

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

2.1.1.2 Barriers and challenges experienced by the Contractor during the quarter.

2.1.1.3 A plan to address barriers and challenges for the next quarter.

2.1.2 Demographic information that includes, but is not limited to:

2.1.2.1 Number of juvenile served by race, ethnicity and gender.

2.1.2.2 Number of juvenile who successfully complete the programs in which they were enrolled.

2.1.2.3 Number of juvenile who terminated from a program prior to the completion of all classes.

2.1.2.4 Number of juvenile who obtain a finding of true on an unrelated petition after beginning a program.

2.1.2.5 Referral source.

2.1.2.6 Number of juvenile who participated in each program component.

2.1.3 Provide quarterly reports that include backup documentation detailing actual expenditures for approved contract related activities.

2.1.3.1 Quarterly reports shall be due within thirty (30) days after the close of the quarter.

3. Requirements of Delivery of Services

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

3.1.1 Provide Family Mediation Services to a minimum of ten (10) families.

3.1.2 Provide Substance Abuse Classes to a minimum of fifteen (15) juveniles.

3.1.3 Provide Shoplifting/Theft Classes to a minimum of eight (8) juveniles.

3.1.4 Provide Anger Management Classes to a minimum of ten (10) juveniles.

3.1.5 Provide Tobacco Education Classes to a minimum of two (2) juveniles.

3.1.6 Provide Community Service assistance to a minimum of five (5) juveniles.

Exhibit B

Method and Conditions Precedent to Payment

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

1. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, General Provisions Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1.

3. Payment for services shall be made as follows:

   3.1 The Contractor will submit quarterly reports as specified in Exhibit A, Scope of Services, Section 2, with an invoice for reimbursement of actual expenses incurred during the quarter, for a total of four (4) invoices per year. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

   3.2 Invoices and reports identified in Section 3.1 must be submitted to:

   Pamela Sullivan
   Juvenile Justice Specialist
   NH Department of Health and Human Services
   Division for Children, Youth and Families
   1056 North River Road
   Manchester, NH 03104

4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Section 2.

5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.

6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Contractor Initials: JD

Date: 3-28-16

Exhibit B-1
Budget Form

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

Bidder/Program Name: Family Medication & Juvenile Services

Budget Request for: RFP#16-DHHS-OHS-DCYF-07
(Name of RFP)

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

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 53,599.00	$ -	$ 53,599.00	$ 35,911.00	$ -	$ 35,911.00	$ 17,688.00	$ -	$ 17,688.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 492.00	$ -	$ 492.00	$ 330.00	$ -	$ 330.00	$ 162.00	$ -	$ 162.00
Repair and Maintenance	$ 125.00	$ -	$ 125.00	$ 84.00	$ -	$ 84.00	$ 41.00	$ -	$ 41.00
Purchase/Depreciation	$ 1,500.00	$ -	$ 1,500.00	$ 1,005.00	$ -	$ 1,005.00	$ 495.00	$ -	$ 495.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,100.00	$ -	$ 1,100.00	$ 737.00	$ -	$ 737.00	$ 363.00	$ -	$ 363.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 1,000.00	$ -	$ 1,000.00	$ 670.00	$ -	$ 670.00	$ 330.00	$ -	$ 330.00
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ 670.00	$ -	$ 670.00	$ 330.00	$ -	$ 330.00
7. Occupancy	$ 1,900.00	$ -	$ 1,900.00	$ 1,273.00	$ -	$ 1,273.00	$ 627.00	$ -	$ 627.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,050.00	$ -	$ 1,050.00	$ 704.00	$ -	$ 704.00	$ 346.00	$ -	$ 346.00
Postage	$ 250.00	$ -	$ 250.00	$ 167.00	$ -	$ 167.00	$ 83.00	$ -	$ 83.00
Subscriptions	$ 650.00	$ -	$ 650.00	$ 436.00	$ -	$ 436.00	$ 214.00	$ -	$ 214.00
Audit and Legal	$ 5,000.00	$ -	$ 5,000.00	$ 3,350.00	$ -	$ 3,350.00	$ 1,650.00	$ -	$ 1,650.00
Insurance	$ 5,500.00	$ -	$ 5,500.00	$ 3,685.00	$ -	$ 3,685.00	$ 1,815.00	$ -	$ 1,815.00
Board Expenses	$ 250.00	$ -	$ 250.00	$ 168.00	$ -	$ 168.00	$ 82.00	$ -	$ 82.00
9. Software	$ 100.00	$ -	$ 100.00	$ 67.00	$ -	$ 67.00	$ 33.00	$ -	$ 33.00
10. Marketing/Communications	$ 1,000.00	$ -	$ 1,000.00	$ 670.00	$ -	$ 670.00	$ 330.00	$ -	$ 330.00
11. Staff Education and Training	$ 250.00	$ -	$ 250.00	$ 168.00	$ -	$ 168.00	$ 82.00	$ -	$ 82.00
12. Subcontracts/Agreements	$ 1,000.00	$ -	$ 1,000.00	$ 671.00	$ -	$ 671.00	$ 329.00	$ -	$ 329.00
13. Other (specific details mandatory):	$ 24,234.00	$ -	$ 24,234.00	$ 24,234.00	$ -	$ 24,234.00	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 100,000.00	$ -	$ 100,000.00	$ 75,000.00	$ -	$ 75,000.00	$ 25,000.00	$ -	$ 25,000.00
Indirect As A Percent of Direct		0.0%							

Contractor Initials:_____
Date:_____

D
3-28-16

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.

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

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name:

3-28-16
Date

Debra L DeSimone
Name: DEBRA L DESIMONE
Title: CHAIR

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

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

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

Contractor Name:

3-28-16
Date

Debra L DeSimone
Name: DEBRA L DESIMONE
Title: CHAIR

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

3-28-16
Date

Name: DEBRA L DeSimone
Title: CHAIR

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.

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

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

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

Contractor Name:

3-28-16
Date

Debra L DeSimone
Name: DEBRA L DESIMONE
Title: CHAIR

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

3-28-16
Date

Debra L DeSimone
Name: DEBRA L DESIMONE
Title: CHAIR

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

New Hampshire DHHS/DCYF	Family Mediation + Juvenile Services
The State	Name of the Contractor
Lorraine Bartlett	Debra L DeSimone
Signature of Authorized Representative	Signature of Authorized Representative
LORRAINE BARTLETT	DEBRA L DESIMONE
Name of Authorized Representative	Name of Authorized Representative
DCYF DIRECTOR	CHAIR PERSON
Title of Authorized Representative	Title of Authorized Representative
4-6-2016	MARCH 28, 2016
Date	Date

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

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

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

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

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

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

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

Contractor Name:

3·28·16
Date

Debra L DeSimone
Name: DEBRA L DESIMONE
Title: CHAIR

FORM A

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

1. The DUNS number for your entity is: 611200684

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

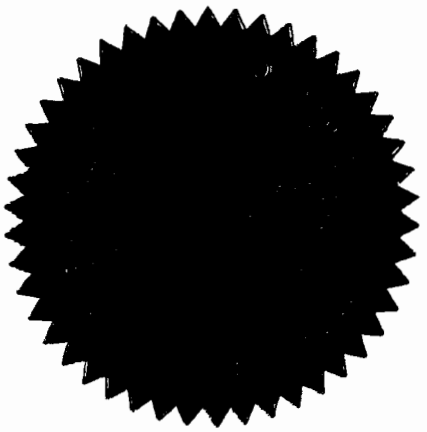
   Name: _____ Amount: _____

   Name: _____ Amount: _____

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 Family Mediation & Juvenile Services is a New Hampshire nonprofit corporation formed October 31, 1983. 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 9th day of November A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Family Mediation & Juvenile Services.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 23, 2016:
(Date)

RESOLVED: That the Chairperson
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28th day of March, 2016.
(Date Contract Signed)

4. Debra DeSimone is the duly elected Chairperson
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Pat Macomber
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 30th day of March, 2016.

By Pat Macomber ✓.
(Name of Elected Officer of the Agency)

Melissa Huntley
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: MELISSA HUNTLEY, Notary Public
My Commission Expires October 2, 2018

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/29/2016

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

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

PRODUCER	CONTACT NAME: Fairley Kenneally
E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.com
	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED	INSURER A: Philadelphia Insurance Co
Family Mediation & Juvenile Services 16 Academy Avenue Atkinson NH 03811	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2015 inc wc **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK1369420	9/1/2015	9/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG AbMol Daycare, IncAnoth	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 100,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PHPK1369420	9/1/2015	9/1/2016	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

CERTIFICATE HOLDER

NH Dept of Health & Human Services
DCYF
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

F Kenneally/FAIRLE

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The ACORD name and logo are registered marks of ACORD

Mission Statement

Family Mediation & Juvenile Services is dedicated to providing quality resources to youth and families in order to reduce delinquency and out of home placements, and to empower them as individuals, family members, and citizens of the community.

FAMILY MEDIATION AND JUVENILE SERVICES, INC.

FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED OCTOBER 31, 2015

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CAREW WELLS PLLC

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Family Mediation and Juvenile Services, Inc.

We have audited the accompanying financial statements of Family Mediation and Juvenile Services, Inc., (a nonprofit organization), which comprise the statement of financial position as of October 31, 2015, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

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

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free 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 Family Mediation and Juvenile Services, Inc., as of October 31, 2015, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis-of-Matter Regarding Going Concern

The accompanying financial statements have been prepared assuming that the Organization will continue as a going concern. As discussed in Note J to the financial statements, the Organization will be losing approximately one third of its income from a benefactor and at the date of these financial statements has not received a state grant covering another quarter of the operating budget and is currently operating at a projected budget deficit of $43,440. Additionally, the Organization has sustained losses in three of the last four fiscal years. Combined, these issues raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note J. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to that matter.

Carew & Wells, PLLC

Carew & Wells, PLLC
Concord, New Hampshire

December 17, 2015

FAMILY MEDIATION AND JUVENILE SERVICES, INC.
STATEMENT OF FINANCIAL POSITION
OCTOBER 31, 2015

	October 31, 2015
ASSETS	
Current Assets	
Cash and cash equivalents	$ 46,305
Accounts receivable (net of allowance of $540)	405
Grants receivable	10,148
Prepaid expenses	4,509
Total Current Assets	61,367
Property and Equipment	
Equipment	8,956
Leasehold improvements	6,470
Furniture & fixtures	827
Less: accumulated depreciation	(10,314)
Total Property and Equipment	5,939
TOTAL ASSETS	$ 67,306
LIABILITIES AND NET ASSETS	
Current Liabilities	
Accrued payroll and liabilities	$ 6,159
Restitution account liabilities	307
Total Current Liabilities	6,466
Net Assets	
Unrestricted net asset	59,545
Temporarily restricted net assets	1,295
Permanently restricted net assets	-
Total Net Assets	60,840
TOTAL LIABILITIES & NET ASSETS	$ 67,306

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

FAMILY MEDIATION AND JUVENILE SERVICES, INC.
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED OCTOBER 31, 2015

	October 31, 2015
UNRESTRICTED NET ASSETS	
Support and Program Revenues	
Grants	$ 92,227
Donations	51,520
Program Service revenues (net of bad debt expense of $540)	3,615
In Kind donations of goods and services	26,618
Total unrestricted support and program revenue	173,980
Other revenue:	
Interest income	71
Net assets released from restrictions:	
Satisfaction of usage restricitions	385
TOTAL UNRESTRICTED REVENUE, GAINS AND OTHER SUPPORT	174,436
EXPENSES	
Program services	119,528
Management and general	32,381
Fund-raising	12,484
Total unrestricted expenses	164,393
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	10,043
TEMPORARILY RESTRICTED NET ASSETS	
Net assets released from restrictions:	
Satisfaction of usage restriction	(385)
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	(385)
PERMANENTLY RESTRICTED NET ASSETS	-
INCREASE (DECREASE) INPERMANENTLY RESTRICTED NET ASSETS	-
INCREASE IN NET ASSETS	9,658
NET ASSETS, Beginning of Year	51,182
NET ASSETS, End of Year	$ 60,840

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

FAMILY MEDIATION AND JUVENILE SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE FISCAL YEAR ENDED OCTOBER 31, 2015

	Program Services	Management and General	Fund Raising	Total October 31, 2015
Salaries	$ 80,941	$ 13,153	$ 7,082	$ 101,176
Payroll taxes	6,479	1,053	567	8,099
Advertising	235	-	-	235
Depreciation	116	463	-	579
Dues and subscriptions	216	298	27	541
Employee benefits	-	583	-	583
Fundraising expense	-	-	2,339	2,339
Insurance	1,645	6,581	-	8,226
Office supplies	-	732	-	732
Meetings	215	176	-	391
Miscellaneous	208	-	-	208
Postage and delivery	160	26	14	200
Printing and reproduction	125	20	11	156
Professional fees	4,941	5,352	-	10,293
Program expenses	4,011	-	-	4,011
Repairs and maintenance	86	344	-	430
Equipment lease expenses	251	1,006	-	1,257
Occupancy	18,341	2,293	2,292	22,926
Telephone and internet	764	102	152	1,018
Travel	794	199	-	993
TOTAL FUNCTIONAL EXPENSES	$ 119,528	$ 32,381	$ 12,484	$ 164,393

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

FAMILY MEDIATION AND JUVENILE SERVICES, INC.
STATEMENT OF CASH FLOWS
FOR THE FISCAL YEAR ENDED OCTOBER 31, 2015

	October 31, 2015
CASH FLOWS FROM OPERATING ACTIVITIES	
Increase (decrease) in net assets	$ 9,658
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	579
Release of temporarily restricted net assets	(385)
(Increase) decrease in assets:	
Prepaid expenses	(887)
Accounts receivable	(9,908)
Increase (decrease) in liabilities:	
Accured expenses	2,515
Net Cash Provided by Operating Activities	1,572
CASH FLOWS FROM INVESTING ACTIVITIES	-
CASH FLOWS FROM FINANCING ACTIVITIES	-
NET INCREASE (DECREASE) IN CASH	1,572
CASH, Beginning of Year	44,733
CASH, End of Year	$ 46,305

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

A | NATURE OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities
Family Mediation and Juvenile Services, Inc. is a nonprofit organization dedicated to providing quality resources to youth and families. It was established in 1983 and is the oldest running mediation program in New Hampshire. The Organization strives to reduce delinquency and out-of-home placements. It works to empower its clients as individuals, family members, and citizens of the community. It actively collaborates with other youth prevention initiatives in the state. The organization accomplishes these program goals by providing classes and mediation services. For the year ended October 31, 2015, approximately 63% of the Organization's support was from public funding sources.

Basis of Accounting
The financial statements of Family Mediation and Juvenile Services, Inc. have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables and other liabilities.

Basis of Presentation
The Organization is required to report information regarding its financial position and activities according to three classes of net assets as follows:

Unrestricted net assets are those currently available at the discretion of the board for the Organization's operations.

Temporarily Restricted net assets are those which are stipulated by donors for specific purposes.

Permanently Restricted net assets are those which represent permanent endowments where it is stipulated by donors that the principal remain in perpetuity and only the income is available as unrestricted or temporarily restricted funds, as per endowment agreements

All contributions are considered available for unrestricted use unless specifically restricted by the donor or subject to other legal restrictions.

Estimates
Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents
Family Mediation and Juvenile Services, Inc. considers all short term highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Continued on next page

A | NATURE OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable

Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts, as well as a historical pattern of collections for the Organization. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. Changes in the valuation allowance have not been material to the financial statements. For the year ended October 31, 2015, accounts receivable are presented with an allowance for doubtful accounts of $540.

Donated Property and Equipment

Donations of property and equipment are recorded as contributions at fair value at the date of donation. Such donations are reported as increases in unrestricted net assets unless the donor has restricted the donated asset for a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long the donated asset must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Property and Equipment

All acquisitions of property and equipment in excess of $1,000 and all expenditures for repairs, maintenance, renewals, and betterments that materially prolong the useful lives of assets are capitalized. Property and equipment are stated at cost or, if donated, at the approximate fair value at date of donation. Depreciation is computed using primarily the straight-line method over the following useful lives:

	Years
Leasehold improvements	39
Equipment	5 - 7
Furniture and fixtures	5 - 7

Donated Services

Donated services are recognized as contributions if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. Volunteers also provided services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria were not met. For the year ended October 31, 2015, the Organization received $7,432 in donated professional services, which have been recognized as unrestricted contributions with a corresponding increase in the following expenses. See Note E.

Continued on next page

A | NATURE OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Expense Allocation
The costs of providing various programs and other activities have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Tax Status
The Organization is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. Income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income. However, the Organization was not subject to unrelated business income tax for the year ending October 31, 2015. Accordingly, no provision for income taxes has been made. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization other than a private foundation under Section 509(a)(2).

B | CONCENTRATIONS

Contribution Revenue
For the year ending October 31, 2015, approximately 54% or $93,289 of contribution revenue came from two sources. The first source, a gambling business that donates a portion of its proceeds to local charities, represents 29% of revenue. The Organization has been informed that this benefactor will be ceasing operations by the end of 2016; thereby, eliminating this source of revenue. The second source is from a State of NH pass through federal grant which was received for fiscal year 2015 and represents 25% or $43,317 of 2015 revenue. . While another grant for the 2016 fiscal year has been applied for, there is no indication whether or not it will be approved. The loss of revenue from these sources would severely impact the Organization's ability to continue as a going entity.

C | ACCRUED VACATION

It is the Organization's policy that all vacation pay earned must be used by the end of the calendar year. As of October 31, 2015, there is an accrued vacation liability of $2,248 is recorded in these financial statements.

D | RESTRICTIONS ON NET ASSETS

Temporarily restricted net assets are available for the following purposes:

For the year ended October 31,		2015
Timberlane School District Scholarships	$	405
Anger Management Programs		600
Flooring		290
Total temporarily restricted net assets	$	1,295

Continued on next page

E | DONATED MATERIALS AND SERVICES

Donated materials, and services, in the amount of $26,618 for the year ended October 31, 2015, are reflected as contributions in the accompanying statements at the fair market value on the date of donation. Following is a breakdown of the components of donated materials and services for the current fiscal year:

For the year ended October 31,	2015
Rent and Occupancy	$ 18,955
Professional Services	7,432
Supplies	231
Total donated services & materials	$ 26,618

F | LEASES

Operating Leases

On January 26, 2015, the Organization signed a new operating lease for a copier. Under the terms of the 60 month lease, the monthly obligation is $82, with additional charges for excess copies.

Expenses under the terms of this lease for the year ended October 31, 2015, were $738.

Future minimum annual lease payments are as follows:

For the year ending October 31,	
2016	$ 984
2017	984
2018	984
2019	984
2020	164
	$ 4,100

G | INCOME TAXES

The accounting standard on accounting for uncertainty in income taxes addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under that guidance, the Organization may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by taxing authorities based on the technical merits of the position. Examples of tax positions include the tax-exempt status of the Organization and various positions related to the potential sources of unrelated business taxable income (UBIT). The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. There were no unrecognized tax benefits identified or recorded as liabilities for fiscal year ended October 31, 2015.

Continued on next page

G | INCOME TAXES (CONTINUED)

The Organization files its forms 990 in the U.S. federal jurisdiction and the office of the state's attorney general for the State of New Hampshire. The Organization is generally no longer subject to examination by the Internal Revenue Service for years before 2012.

H | ADVERTISING

The Organization uses advertising to promote its programs among the audiences it serves. Advertising costs are expensed as incurred. For the year ended, October 31, 2015 advertising costs expensed were $235.

I | RELATED PARTY TRANSACTIONS

Two board members work for the town of Atkinson which provides the Organization with its office space rent-free as an in-kind donation. The value of the donated rent and occupancy is $18,955. The town of Atkinson also provides funds in the amount of $8,425 each fiscal year out of its annual budget to the Organization.

Another board member is a selectman for the town of Plaistow which provided $10,408 in funding to the Organization for the year ending October 31, 2015.

J | GOING CONCERN

Conditions and Events

The Organization has been informed that future funding from the charitable gaming room at Rockingham Park in Salem, NH will no longer be available after 2016. It is anticipated that the Park will cease operations at that time. These donated funds represented 29% or $49,972 of total revenue for the year ending October 31, 2015.

In addition, funding from a NH State grant which represented 25% or $43,317 of total revenue for the year ending October 31, 2015 has been applied for but it is uncertain at this time as to whether an additional grant will be received in the fiscal year ended October 31, 2016. Together, if both sources of funding are not available, the Organization will lose 54%, or $93,289 of total revenue. If either source is not available the Organization may still not be able to meet its financial obligations at the current rate. For fiscal year ending October 31, 2016 the Organization is operating with a budget deficit of $43,440.

Additionally, the Organization has suffered losses in three out of the last four fiscal years and is anticipated to have a loss in the fiscal year ending October 31, 2016.

Continued on next page

J | GOING CONCERN (CONTINUED)

Management recognizes these significant issues and the Board of Directors continues to take steps to rectify the situation and ensure the Organization continues operations. Actions planned for the upcoming year include:

- Continue to work on obtaining additional grants, including renewing the State of NH grant for which an application of $50,000 has already been acknowledged as received by the state.
- Increase fund raising activities by crowd fundraising, and working with local businesses and individuals which have verbally committed to $10,000 as of the date of these financial statements.
- Expand the services of the Executive Director as a licensed therapist and begin accepting insurance which will increase revenue and the client base.
- Sponsor community events which have yielded returns of $1,000 as of the date of these financial statements.
- Implement new group services for clients which is anticipated to yield a minimum of $5,000 annually.

The accompanying financial statements do not include any adjustments that might be necessary should the Organization be unable to continue as a going concern.

K | SUBSEQUENT EVENTS

There have been no other subsequent events that provide evidence that did not exist at the date of the balance sheet but arose subsequently to that date which would materially affect the financial position of the Organization or cause these financial statements to be misleading to the reader. In preparing these financial statements, the Organization has evaluated events and transactions for potential recognition of disclosure through December 17, 2015, the date the financial statements were available to be issued.

FMJS ~ BOARD OF DIRECTORS

DEBRA DESIMONE, ATKINSON
Chairperson & Finance Committee

MARTA MODIGLIANI, DANVILLE
Vice-Chair & By-Laws Committee

PATRICIA MACOMBER, PLAISTOW
Treasurer & Finance Committee

NATALIE GALLO, HAMPSTEAD
Co-Secretary & Personnel Committee

KATHLEEN (KATHIE) COSTA, HAMPSTEAD
Co-Secretary & Fundraising Committee

ROBERT DESIMONE, ATKINSON
Personnel Committee

DICK GERRISH, KINGSTON
Personnel Committee

TAMMY BERGERON, PLAISTOW
Fundraising Committee

[redacted]

Roclyn R. Porter, MS, LMFT

Areas of Specialty

Licensed Marriage and Family Therapist by the New Hampshire Board of Mental Health Practice, License #125

- Individual, couples, and family therapy
- Substance Abuse Treatment with individuals, couples, and families
- Therapeutic Crisis Intervention
- Staff /Intern training
- Working knowledge of New Hampshire Department of Juvenile Justice
- Posttraumatic Stress Disorder
- Emergency Services Assessment

Education

Master of Science, Family Studies — September, 2002
Marriage and Family Therapy
University of New Hampshire, Durham, NH

Bachelor of Arts, English Language and Literature — May, 1998
(Concentration in History)
New Hampshire College, Manchester, NH
Now known as Southern New Hampshire University

Experience

Family Mediation & Juvenile Services, Executive Director — September, 2010-Present
Debra DeSimone, Chairman of the Board of Directors
(603) 362-4314
16 Academy Ave.
Atkinson, NH 03811

- Overseeing and guiding general operations of the agency
- Establishing and maintaining accreditation requirements with State of New Hampshire, and the NH Juvenile Court Diversion Network
- Assisting families in working within socioeconomic, educational and legal systems
- Assessing for and providing appropriate services as they relate to the mission statement of the agency
- Collaborating with school, legal, and child advocacy personnel to provide consultations
- Providing referral support for families in crisis situations, including suicidal and homicidal ideation, domestic violence, and substance abuse
- Providing consultation and support services for families involved in the New Hampshire legal system
- Supervising staff; interns, and volunteers
- Providing ongoing case supervision and reviews
- Working with parenting teams to ensure appropriate interactions with children and teens
- Facilitating groups with adolescents and parents

Familystrength, Family Therapist (Agency no longer functioning)
February, 2007-Present
CL Nightingale
(603) 357-8772
206 Roxbury
Keene, NH 03431-3864

- Providing therapeutic support for families in crisis situations, including suicidal ideation, domestic violence, and substance abuse
- Providing therapeutic services to families involved in the New Hampshire legal system
- Assisting families in working with socioeconomic systems, career planning, vocational needs, and the educational and legal systems
- Providing parenting and couples therapy when appropriate
- Participating in individual educational plan (IEP) meetings, and assist in developing appropriate educational plans.
- Creating and implementing treatment plans for clients with a range of mental and behavioral health diagnoses
- Providing treatment information to internal and external collateral participants, such as school, legal, and medical systems
- Developing and maintaining appropriate treatment records, including case notes, assessment reports, treatment plans, and appropriate documentation for informed consent.
- Maintaining frequent contact with referents to educate and update referents regarding clients' diagnoses, observation, and progress.
- Assessing for and provide appropriate diagnoses, using criteria of DSM-IV TR Revised
- Field supervising graduate interns
- Field training new employees and graduate interns
- Maintaining appropriate billing paperwork

New Hampshire Psychological Association, Project Consultant October, 2006-December, 2006
Supervisor Kathryn Saylor, PsyD
(603) 225-9925
PO Box 1205
Concord, NH 03301

- Researching legislative bills and outcomes, both past and present, for disseminating information to NHPA membership.
- Assisting in organizing and updating membership database, to include research of past and current membership.
- Maintaining contact with membership to ensure accurate database information

Team Coordinating Agency, Coordinator of Supervised Visitation July, 2005-August, 2006
Supervisor Susan Grady
66-76 Winter Street, Haverhill, MA 01831

- Providing services for supervised visitation
- Providing treatment of children, adolescents and families with histories of substance abuse
- Collaborating with school, legal, and child advocacy personnel to provide consultations
- Coordinating visitation and treatment referrals from the Division of Social Services, attending quarterly team meetings
- Participating in a district-wide consultation team
- Acting as liaison with Department of Social Services, attending regular meetings for shared clients, and providing monthly reports of clients' status and progress

Team Coordinating Agency, Outpatient Therapist July, 2005-August, 2006
Supervisor Susan Grady
66-76 Winter Street
Haverhill, MA 01831

- Assisting inmates of federal prison programs transition to living in their communities.
- Assisting transitioning inmates with accessing community resources
- Providing couples and family therapy for inmates returning to live in their communities
- Assisting families with histories of substance abuse and addiction in working with socioeconomic
- Providing therapeutic services to children, adolescent, and adults within the context of individual, family, and group therapies
- Creating and implemented treatment plans for clients with a range of mental and behavioral health diagnoses
- Providing appropriate diagnoses utilizing criteria of the DSM-IV TR Revised
- Providing therapeutic services to for trauma survivors, primarily adolescents and adults
- Providing therapeutic and case management services for adult men and women currently involved in Massachusetts and Federal legal systems, including those on probation and parole, and those still incarcerated
- Facilitating weekly relational group for participants of the Structured Outpatient Abuse Program (SOAP), introducing such topics as interpersonal relationships, interacting with larger community systems, and offering "in vivo" feedback and redirection during group interactions
- Maintaining appropriate treatment records and billing paperwork

Easter Seals, Clinical Case Coordinator September, 2003-August, 2004
Supervisor Patricia Reed
(603) 543-3795,
200 Zachary Road, Manchester, NH 03103

- Providing individual, group, and family therapy for adolescents in residential placement for a variety of behavioral and mental health diagnoses
- Developing and implemented treatment plans and provided treatment information to internal treatment teams and external collaterals, such as school systems, legal systems, and medical personnel.
- Maintaining appropriate treatment records
- Developing behavioral plans with onsite and offsite school faculty and staff
- Participating in development of IEP's and school behavioral plans
- Co-developing and implemented programming for girls' residential unit to facilitate preparation for release from residential and educational placements
- Providing onsite school and residential crisis management, including adolescents with Posttraumatic Stress Disorder, Generalized Anxiety, Bipolar Disorders, and those diagnosed on the Autism Spectrum

West Central Behavioral Health, Child Impact Seminar Instructor January, 2003- December, 2004
Supervisor Michelle Parsons, PsyD
(603) 448-1101
20 West Park Street, Suite 416
Lebanon, NH 03766

- Modifying curriculum for court-ordered parenting seminar
- Coordinating six-month schedule for classes
- Maintaining appropriate documentation for class participants
- Monitoring attendance
- Facilitating group discussions
- Providing field supervision for co-facilitator
- Obtaining and monitored written feedback from class participants

West Central Behavioral Health, Child and Family Therapist September, 2002-August, 2004
Supervisor Michelle Parsons, PsyD.
(603) 448-1101
20 West Park Street, Suite 416
Lebanon, NH 03766

- Providing individual, group, and family therapy for clients with a variety of behavioral and mental health diagnoses
- Developing and implementing treatment plans and provided treatment information to internal treatment teams and external collaterals, such as school systems, legal systems, and medical personnel.
- Maintaining appropriate treatment records for caseload, to include treatment notes, collateral contact information and documentation, meetings, assessment reports, treatment plans, and case management contacts
- Maintaining appropriate monthly, quarterly, six-month, and annual updates regarding treatment goals and progress to monitor suitability of treatment methods
- Co-developing and implemented short-term Dialectical Behavioral Therapy program for adolescents
- Providing educational and community support for children and adolescents demonstrating impaired functioning in educational, vocational, and social skills
- Collaborating with primary and third-party billing sources to review treatment efficacy and determine need for ongoing treatment
- Co-facilitating emotional regulation group for adolescents and young adult mothers placed in vocational and parenting support residence

West Central Behavioral Health, Recovery Center Clinician
Supervisor Lisa Chartier
(603) 448-5610
Recovery Center of Lebanon
85 Mechanic Street, Suite 360
Lebanon, NH 03766

- Providing individual therapy based on Dialectical Behavioral Therapy (DBT) Model
- Co-facilitating DBT groups
- Providing therapy and support for clients with Posttraumatic Stress Disorder (PTSD) and Axis II Diagnoses
- Emergency Services Triage
- Maintaining appropriate case records for caseload, including group and individual therapy notes, case management notes, collateral contact information, and other information as necessary
- Providing monthly updates of clients' progress to appropriate collaterals and referents
- Developing and maintaining quarterly, six-month, and annual certifications and eligibility records for ongoing client care

Military Experience

United States Army Reserves, Field Medic and Dental Specialist July,1988-November, 2000
Multiple sites

- NCO member of company training team; coordinating field training and APFT; participating in AAR's, obtaining appropriate instructors and materials, maintaining appropriate training records for company personnel.
- Field medical and dental practice, including equipment and setting installation
- Assisting in capacity of female instructor for PrepTrain for 94th ARCOM
- Out-processing companies from deployment of Operation Desert Storm
- Support of 101st Airborne Division during annual tactical training

Publications

Project NC223 (as Roclyn Carey)
"Low Income Rural Families: Tracking their Well-being and Functioning in the Context of Welfare Reform"
Member of Research Team, "Basebook Report: Multi-State"

- Conducting interviews with participants
- Transcribing interview materials
- Maintaining records
- Assigning aliases and number identification to assist in maintaining confidentiality of those being interviewed
- Deriving data from interviews for qualitative and quantitative results
- Collaborating with multi-state team members, both in person and using long-distance technology

Community Service Activities

Former Member of the Board of Directors, Family Mediation and Juvenile Services
OES, Former Executive Officer
OES, Former State Level Officer

MELISSA HUNTLEY

[redacted]

EDUCATION

BS Accounting, cum laude, U-Mass Lowell, Lowell, MA
AA Liberal Arts, high honors, NECC, Haverhill, MA

EXPERIENCE

2007-Present: Program Administrator, Family Mediation & Juvenile Services, Atkinson, NH

Coordinate all programs: family mediations, courses, community service and restitution activities.
Facilitate courses in substance use awareness, anger management, stop shoplifting, and tobacco education as needed.
Perform family mediation with co-mediator as needed.
Train & supervise volunteer mediators & course facilitators.
Converted accounting system to Quickbooks Pro, set up all accounts and reconciled to previous books.
Perform all accounting functions, including payroll, using Quickbooks Pro.
Reconcile monthly bank statement balances.
Prepare and file quarterly payroll taxes, and annual W-2's, W-3, and 1099 forms.
Calculate and enter annual closing entries.
Assist CPA with information for annual income tax filing and audits.
Manage petty cash, purchase supplies, and deposit cash receipts.
Coordinate fundraising events, including licensing applications, and volunteer scheduling and training.
Prepare monthly statistical & financial reports
Communicate effectively with clients, law enforcement, schools, and others as needed, in person, on phone, or in writing.
Assist the Executive Director and the Board of Directors as needed.
Train Administrative Assistant and all office volunteers, on duties which include but are not limited to: phone answering, data entry, filing, making copies, etc.

RELEVANT TRAININGS

2005 F.M.J.S. 36 hour Volunteer Mediator Training
2005 A Safe Place 2 hour Seminar
2009 NHJCDN Challenge Course Co-Facilitator Training
2010 FMJS 1.5 hours Parent-Child Mediator Continuing Education
2011 NHJCDN Challenge Course Facilitator Certificate
2013 Cross Country Education: Shame, Secrecy, & Addiction Webinar
2014 Cross Country Education: Choices as the Foundation of Effective Substance Dependence Treatment: A Blueprint for Accessible and Holistic Care

PRIOR EXPERIENCE

2006-2007: Administrative Assistant, Family Mediation & Juvenile Services, Atkinson, NH

Streamlined file management system to drastically reduce time needed to identify older and expired cases.
Created formula-based spreadsheets to accurately track statistical data on clients, services, and time.
Significantly reduced the Director's phone time by identifying time-management needs and call categories and setting up a protocol for intake appointments.

2004-2005: Office Manager, M.R.P. Engineering, Hampstead, NH

Converted manual accounting system to Quickbooks, set up all accounts, entered all parts, vendors, customers, and other business information. Reconciled to manual system.
Identified & resolved IRS and Mass. Dept. of Revenue business identification number and tax withholding errors.
Performed all bookkeeping functions, invoiced clients, printed checks, prepared deposits, and reconciled bank statements.

2000-2003: Customer Service Supervisor, Answer X-Act, Methuen, MA

Negotiated rate increases with several hundred clients, raising monthly invoices by up to 200% after company purchase.
Assisted in conversion to new operating system and trained operators on the new system.
Successfully resolved numerous customer inquiries during the transition.
Managed major college account: Supervised the handling and processing of all incoming calls. Created reports, made changes & updates as needed, and responded to client inquiries verbally and in writing.

1994-2000: Operations Manager, The Message Center, Methuen, MA

Managed operations for computerized 400 client answering service. Clients consisted of all trades including doctors, funeral homes, oil companies, and the Red Cross.
Supervised handling of emergency calls on a daily basis.
Trained and supervised staff of 6-8 operators. Wrote training manual.
Invoiced clients and maintained accounts receiveable. Created call reconciliation sheet to prevent loss of income. Set up quarterly billing for voicemail clients.
Communicated effectively with clients, updated accounts as needed, and immediately implemented any changes in instructions.

Daniel J. Hannon, Ph.D.

[redacted]

Education:

Ph.D. Experimental Psychology, Brown University, Providence, RI.
Dissertation: "Recovery from Chromatic Adaptation", 1991

M.S. Community Mental Health, Southern New Hampshire University, Manchester, NH. Thesis: "The Role of Parenting in the Recovery from Co-Occurring Disorders in Adolescents", 2008

Sc.M. Experimental Psychology, Brown University, Providence, RI.
Thesis: "Perception of Heading from Optical Flow During Observer Translation and Eye Rotation", 1988

B.A. Psychology, Nazareth College, Rochester, NY.
Magna Cum Laude, 1985

Continuing Education:

- Graduate Certificate in Integrated Community Mental Health and Substance Abuse Services for Children, Youth and Families, Southern New Hampshire University, Manchester, NH, 2007.
- Mediation Training, Mediation Works Incorporated, Boston, MA, 2000.
- "Color Electronic Displays", Graduate Department of Electrical Engineering and Continuing Education, University of California at Los Angeles, 1994.

Mental Health Professional Experience:

Clinician – Center for Life Management, Derry, NH. Provide counseling services to children and families, including high conflict families, and co-occurring disorders. (2009 – present)

Family Counselor - Familystrength, Concord, NH. Provided in-home counseling to families of youth involved in the juvenile justice system, or who are at risk of child abuse or neglect. (2007 - 2009)

Mediator & Facilitator – Family Mediation & Juvenile Services, Atkinson, NH. Provide mediation for families experiencing intra-familial conflict. Facilitate psycho-educational groups for parents of youth identified as being at risk for substance abuse and violent behavior. (2004 – present)

Teaching Experience:

Director of Engineering Psychology & Professor of the Practice in Human Factors Engineering - Department of Mechanical Engineering, Tufts University, Medford, MA. Coordinating and maintaining an undergraduate and graduate program in human factors

engineering and engineering psychology, including hiring and supporting faculty, reviewing and admitting students, securing external funding, developing and maintaining accreditation standards and coordinating with university committees and administration. Teaching duties include introductory and advanced undergraduate/graduate courses in Engineering Psychology and Human Factors Engineering, as well as advising undergraduate students and graduate research projects (2008 to present). Prior to 2008, served as a part-time lecturer for both the Mechanical Engineering and Psychology Departments (2008 – 2010 part time, 2010 – present full time).

Adjunct Professor - Department of Graduate and Continuing Education, Framingham State College, Framingham, MA and Fitchburg State College / Merrimack Education Center, Chelmsford, MA. Offered graduate courses in educational technology in a master's degree granting program, leading to MA Teacher Certification. 1997 - 2000

Assistant Professor - Department of Psychology, Ithaca College, Ithaca, NY. Taught undergraduate courses in psychology, including research design, cognition and cognition laboratory. 1992 - 1993

Adjunct Professor - Department of Psychology, Onondaga Community College, Syracuse, NY. Introduction to Psychology - a survey course covering main and current topics in the field of psychology. 1991 - 1992

Human Factors Professional Experience:

Industry Consultant – Salem, NH. Provide human factors expertise and training in research, design, development, and product evaluation on medical technology, consumer products, transportation systems and educational technology to industry, schools, government and medical researchers. Projects have included industrial medical laboratory processes, infant sleep positioning systems, classroom and distributed learning applications, aviation systems technology, and system safety training. (1996 - present).

Engineering Psychologist – U.S. Department of Transportation, Volpe Center, Cambridge, MA. Human factors research and development on projects sponsored by the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), Pipeline and Hazardous Materials Safety Administration (PHMSA), and the United States Air Force (USAF). Focus on field-based research, system modeling, simulation and training, and human systems integration. Projects include flight deck displays, air traffic control human factors, runway safety, railroad signage, hazardous materials labeling, and runway safety (1995 - 1996, & 1999 - 2011).

Program Manager, Runway Safety Human Factors - Managed a multi-million dollar research and development program for the FAA. Provided technical and financial oversight for multiple projects, proposal and report writing, and developed contracts with sponsors (2002 - 2007).

Director of Educational Technology – Woburn Public Schools, Woburn, MA. Responsible for the implementation of a $5-million educational technology plan. Duties included educational technology budget development, local and wide area network design and implementation,

securing extra-mural funding, equipment procurement, faculty training in technology, and assistance with curriculum integration of technology. 1996 - 1999

Research Scientist - Battelle Memorial Institute, Cambridge, MA, under contract to the U.S. Department of Transportation - Research and Special Programs Administration. Conducted research at the Volpe National Transportation Systems Center, on cockpit and ATC human factors issues for the FAA. Projects included the evaluation of color display devices for cockpit and ATC applications. 1993 - 1995

Clinical Research Associate - Department of Ophthalmology, SUNY Health Science Center, Syracuse, NY. Clinical psychophysical testing of patients with low-vision disorders. Employing contrast sensitivity testing and dark adaptation measurements in the study of patients with extreme glare sensitivity. 1990 – 1993

Research Associate in Cognitive Neuroscience and Aging - Department of Psychology, Syracuse University, Syracuse, NY. Studied visual performance, including perception, cognition, and sensitivity in the elderly population. Emphasis on quantitative and connectionist models of mechanisms underlying age-related changes in visual function. 1990 - 1992.

Publications, Chapters & Technical Reports:

Hannon, D. J. (2010). A Literature Review of Inattentional and Change Blindness in Transportation. DOT/OST/ - 10.

Hannon, D. J. (2010). Guidelines for the Specification of Blue Safety Flags in Railroad Operations. DOT/FRA/ORD – 10.

Hannon, D. J. (2009). Staffed NextGen Tower (SNT) Quick Look Study. DOT/FAA/09 (in press).

Hannon, D.J., Lee, J., Geyer, M., Mackey, S., Sheridan, T., Francis, M., Woods, S., & Malonson, M. (2008). Feasibility Evaluation of a Staffed Virtual Tower. The Journal of Air Traffic Control, 5(1), 27 - 39.

Chase, S. & Hannon, D.J. (2006). Evaluation of a Driving Simulator for Ground-Vehicle Operator Training. DOT/FAA/AR-01/1.

Olmos, O., Andre, A. Chrysler, S., Andres, C., and Hannon, D.J. (2005). Watching Paint Dry. Ergonomics in Design.

Cardosi, K. (2001). Runway Safety: It's Everybody's Business. DOT/FAA/AR-01/66, DOT/VNTSC-FAA-01-08. Illustrations by Daniel Hannon & Brian Fallon.

Cardosi, K. (1999). Human Factors for Air Traffic Control Specialists: A User's Manual for Your Brain. DOT/FAA/AR-99/39, DOT/VNTSC-FAA-99-6. Illustrations by Daniel Hannon & Brian Fallon.

Cardosi, K. & Hannon, D. (1999). Guidelines for the Use of Color in ATC Displays. DOT/FAA/AR-97/DOT-VNTSC-FAA-98-5.

Sturr, J.F., Zhang, L., Taub, H.A., Hannon, D.J., and Jackowski, M.M. (1997). Psychophysical Evidence for Losses in Rod Sensitivity in the Aging visual System. *Vision Research*, 37(4), 475 - 481.

Hannon, D.J. (1996). Checklist for the Evaluation of a Color LCD in an ATC Tower Environment. Unpublished manuscript.

Amar, Marc J., Hansman, R.J., Hannon, D., Vaneck, T., Chaudhry, A. (1995). A Human Subject Evaluation of Airport Surface Situational Awareness Using Prototypical Flight Deck Electronic Taxi Chart Displays. Final Report No. DOT-VNTSC-FAA-95-36 (DOT/FAA/AR-95/103).

Hannon, D.J. (1995). Human Factors Considerations for Color Displays for ATC. In Cardosi, K., Murphy, E. (Eds.) Human Factors in the Design and Evaluation of Air Traffic Control Systems. Final Report No. DOT-VNTSC-FAA-95-3.

Hannon, D.J. & Huntley, S. (1995). Electronic Depiction of Instrument Approach Procedure (IAP) Charts. Final Report No. DOT-VNTSC-FAA-95-14.

Hannon, D.J. (1994). Effects of a moving map display on pilot performance on instrument approach procedures. Society of Automotive Engineers, No. 942148.

Hannon, D.J. & Hoyer, W.J. (1994). A network simulation of adult age differences on figure completion. Aging and Cognition, 1(2), 105 - 119.

Hoyer, W.J. & Hannon, D.J. (1993). Individual differences in visual-cognitive aging: Toward a formal model. In D.K. Detterman (Ed.) Current Topics in Human Intelligence (Vol. 3), New York: Academic Press.

Sturr, J.F. & Hannon, D.J. (1991). Methods and models for specifying sites and mechanism of sensitivity regulation in the aging visual system. In W. Hodos & P. Bagnoli (Eds.) The Changing Visual System: Maturation and Aging in the Central Nervous System. NATO ASW Series.

Warren, W.H. & Hannon, D.J. (1990). Eye movements and optical flow. Journal of the Optical Society of America A, 7(1), 160 - 169.

Warren, W.H. & Hannon, D.J. (1988). Direction of self-motion is perceived from optical flow. Nature, 336(6195), 162 - 163.

Presentations and Posters:

Russell, A. & Hannon, D. (2012). A Cognitive Load Approach to Learner-Centered Design of Digital Instructional Media and Supporting Accessibility Tools. Proceedings of the Annual Meeting of the Human Factors and Ergonomics Society, Boston, MA.

Taylor-Brown, P. & Hannon, D.J. (2012) An Exploration into Framing Effects and User Preferences: Implications for the Design of Energy Feedback Interfaces. Proceedings of the Annual Meeting of the Human Factors and Ergonomics Society, Boston, MA. - published

Hannon, D.J., Danahy, E., Schneider, L., Coopey, E., Garber, G. (2012). Encouraging Teachers to Adopt Inquiry-Based Learning by Engaging in Participatory Design, Paper presented at the ISEC'12 Integrate by Design Conference, Ewing NJ.

Hall, L., House, M. and Hannon, D.J. (2011). Improved visual measurement of fetal heart rate (FHR) variability using and electronic ruler. Poster presented at the 31st Annual Meeting of the Society for Maternal-Fetal Medicine, San Francisco, CA.

Hall, L., Hannon, D.J., and House, M. (2010). Prototype Electronic Displays for Improved Visual Interpretation of Fetal Heart Rate Variability. Poster presented at the Third International Conference on Applied Human factors and Ergonomics, Miami, FL.

Won, J. C., Condon, G. R., Landon, B. R., Wang, A. R., and Hannon, D. J. (2011, February). Assessing Team Workload and Situational Awareness in an Intelligence, Surveillance, and Reconnaissance (ISR) Simulation Exercise. Proceedings of the 1st IEEE Conference on Cognitive Methods in Situation Awareness and Decision Support (CogSIMA), Miami Beach, FL.

Hannon, D.J. (2010). Air Traffic Controller Performance in a Human-in-the-Loop virtual Tower Simulation. Proceedings of the Human Factors and Ergonomics Society 54th Annual Meeting, San Francisco, CA.

Lee, J. Hannon, D, Woods, S. & Francis, M. (2008). Tower Information Display system (TIDS): System Architecture, Feasibility Results, and Next Steps. Paper presented at the 27th Annual Digital Avionic Systems Conference (DASC), St. Paul, MN.

Hannon, D., Lee, J., Sheridan, T., & Donohoe, C. (2008). Tower Information Display System (TIDS): Human-in-the-Loop Simulation and Evaluation. Paper presented at the ICNS 2008 Conference "Information Takes Flight", Bethesda, MD.

Hannon, D. & Smith, E. (2007). Calibration of Sign Perception in Photographs Using an Open Air Viewing Task. Poster presented at the 19th Annual Convention of the Association for Psychological Science, Washington, DC.

Sheridan, T., Cardosi, K. and Hannon, D. (2004). Rating the Severity of Close Call Events, Proceedings of the 2004 Annual Meeting Human Factors and Ergonomics Society, New Orleans.

Estes, S., Andres, A., Olmos, O., Chrysler, S., Hannon, D., Andrews, C. (2003). Improving the Safety of the Runway Hold Short Environment: Proposed Changes to Surface Pavement Markings. Presentation at the 12th International Symposium on Aviation Psychology, Dayton, OH.

Hannon, D. (2003). Runway Safety Human Factors. FAA Eastern Region Runway Summit, New York, NY.

Hannon, D. (2003). Runway Safety Human Factors. Presentation at Gulf Coast Wings – Aviation Safety Meeting, Galveston, TX.

Hannon, D. (2001). Human factors considerations for the design of Global Harmonization System and Hazardous Materials warning labels. Presentation at United Nations Conference on Hazardous Materials and the Global Harmonization System, Geneva, SZ.

Hannon, D.J. & Hoyer, W.J. (1993). A neural-network model of age-related differences in figure completion. Poster presented at the Annual Meeting of the American Psychological Society.

Jackowski, M.M., Hannon, D.J., Stuff, J.F., & Moses, A.M. (1992). Enhancement of visual contrast sensitivity in patients with pseudohypoparathyroidism. Poster presented at the Annual Meeting of the Association for Research in Vision and Ophthalmology, Sarasota, Florida.

Sturr, J.F., Hannon, D.J., Zhang, L., Vaidya, C. (1992). Psychophysical evidence for neural losses in rod systems of older observers in good ocular health. Poster presented at the Annual Meeting of the Association for Research in Vision and Ophthalmology, Sarasota, Florida.

Hannon, D.J., Hoyer, W.J. (1991). Age differences in perceptual decisions: An auto-associative network model of perceptual closure. Paper presented at the Gerontological Society of America Meeting, San Francisco.

Awards and Honors:

2012 Tufts University – Technology in Teaching Award – Honorable Mention
2010 American Society of Mechanical Engineers – Award of Excellence, Tufts University
2007 U.S. Department of Transportation Volpe Center - Team Award - Staffed Virtual Tower System
2007 FAA Air Traffic Organization - Terminal, Letter of Recognition - Staffed Virtual Tower System
2006 FAA Recognition for Boston Logan Tiger Team
2005 Human Factors & Ergonomics Society "Best Paper" award for "Watching Paint Dry" in Ergonomics in Design.
2004 U.S. Department of Transportation Volpe Center Employee Excellence Award
2004 U.S. Department of Transportation Volpe Center - Team Award - RISC Model
2003 Letter of Recognition, FAA Eastern Region Runway Safety Program.

2001 U.S. Department of Transportation Volpe Center Achievement Certificate, FAA Human Factors Research.
2001 U.S. Department of Transportation Volpe Center Achievement Certificate, FAA/ICAO Charting Symbology Evaluation.
2000 U.S. Department of Transportation Volpe Center Achievement Certificate, FAA Color Guideline Development.
1990 Sigma Chi, Brown University
1989 Optical Society of America, Merit Award
1989 American Psychological Association Dissertation Research Award

Professional Organization Memberships:
Human Factors and Ergonomics Society

Updated: April 2013

Background Information

James Cullen

[redacted]

Education:

Newburyport High School, Newburyport MA – Class of 1968

University of New Hampshire, BA – History – Class of 1972

Salem State College – Masters in Educational Administration and Supervision – Class of 1984

Work Experience:

1972-1981 - Teacher of Social Studies, Sanborn Regional School District, Kingston NH

1981-1989 – School Administrator, Sanborn Regional School District, Kingston NH

1989 – 1991 – Principal, Swasey School, Brentwood NH

1991 – 1997 – Principal, St. Joseph Regional School, Salem NH

1997 – 2009 (retirement) – Assistant Principal, Woodbury School, Salem NH

2009 – 2012 - In-School Suspension Supervisor, West Running Brook School, Derry NH

2013 – Interim Assistant Principal, West Running Brook School, Derry NH

Outside Work Experience

Facilitator – Challenge Course, Family Mediation and Juvenile Services, Atkinson NH

Owner – Family Signs (familysigns.com), Plaistow NH

Jessica Lavigne

[redacted] [redacted]

Personal Profile:

I love to work with people and enjoy fast-paced environments. I am a quick learner and feel I can make a strong contribution to any company given the opportunity.

Skill Summary:

I have taken several computer classes and have a good deal of experience working with Word, Excel, PowerPoint, Publisher, and Photoshop. I have experience arranging and mailing out newsletters and creating informational brochures, as well as calling companies to receive donations and arranging donation baskets for non-profits. I am experienced in updating files and databases with client information and maintaining an office. Also, I was an accelerated English student and did extremely well in all writing assignments, and can type 60 words per minute. Most recently I assisted with several group facilitations, gaining experience working with and educating teenagers.

Experience:

Office Assistant/Dispatcher
Jack's Towing and Auto Service, Plaistow, NH
-July 2013 to Present
-Answering and directing calls, directing and assisting clients, managing accounts payable, dispatching tow drivers for AAA and private calls, learning to use QuickBooks software, and any other assignment given.

Office Assistant
Family Mediation and Juvenile Services, Atkinson, NH
-January 2012 to July2013
-Assisted the administrator, answered phone calls, greeted clients and added new clients into databases, organized and updated files, assisted with group facilitations, researched and presented current problems and trends on bulletin boards, and created a positive and comfortable environment for clients.

Office Assistant
Working Futures, Exeter, NH
-March 2011 to June 2011

-Answered phone calls, sent emails and faxes, made copies for director, filed and organized papers and assessments, made documents using Word and Excel, kept the office clean, and any other task needed.

Rides Operator/Aquatics
Canobie Lake Park, Salem, NH
-March 2009 to June 2009.

-Checked safety belts, operated rides all over the park, watched for safety in and around the water park, and communicated with other team members at the top and bottom of park slides.

Cashier/Sales Associate

F.Y.E, Plaistow, NH
-August 2008 to April 2009.

-Helped customers find electronics, cashiered and worked with money, stocked shelves, cleaned and closed the store, and re-alphabetized CDs and DVDs.

Community Service/Missionary Work:

Word of Life Summer Camp-

-I worked in Pottersville N.Y. for three summers from 2005-2007. First I worked in the Petting Zoo where I was responsible for several mini horses, ponies, goats, rabbits, and more. In the summer of 2006 I worked as a Housekeeper and was responsible for maintaining all bathrooms on campus, plus cleaning all gathering areas. Also we were required to stock all cabins weekly with cleaning and bathroom supplies. My final summer I worked as a Bookstore Associate. My team was responsible for setting up an entire store, setting prices for all merchandise, and marketing our store on campus.

Education:

Community Support Human Services Practitioner Certificate
Northern Essex Community College, Haverhill, MA
-Fall 2011 to Present

Diploma
Timberlane Regional High School, Plaistow, NH
-Graduated June 2009

Clubs and Organizations:

I took French classes from middle school until high school graduation and was a member of the French Honor Society. In the F.H.S, I tutored numerous people, helped raise money for Haiti, and worked at all school functions and fairs. I was a member of ECHOS, a recycling club, where we collected all the recycling from the school, cleaned up the woods and parking lot of the school, participated in numerous community clean-ups, and helped raise awareness about the benefits of "going green". Also, I was a member of the Timberlane Players, or the Drama Team. In the Players I was cast as the lead in one of the school performances, as well as being involved behind the scenes making sets and helping others learn and memorize lines.

References:

Name	Number	Years Known	Email
Roclyn Porter	(603) 362-9957	1 Year	rporter@fmjs.org
Jack Hobbs	(603) 231-4166	10 Year	Jackstowing24@comcast.net
Lenny Cavallaro	(978) 556-3000	2 Years	lcavallaro@necc.mass.edu
David Phreaner	(603) 860-3343	3 Years	davidphreaner@yahoo.com

JAMES O'SULLIVAN JR.

[redacted]

PROFESSIONAL SUMMARY

Meticulous professional offering excellent communication skills. Exceptional at juggling multiple tasks and working under pressure. Meets deadlines and works with a high level of multicultural awareness and adaptability.

SKILLS

- Self-motivated
- Strong verbal communication
- Conflict resolution
- Powerful negotiator
- Extremely organized
- Team leadership

WORK HISTORY

Owner/Operator, 04/1981 to 10/1989
Self Employed
- Part-time residential painting and window washing operation
- Solely owned and operated

Mediator, 04/2012 to Current
Family Mediation & Juvenile Services of Southern Rockingham County – Atkinson, NH
Volunteer as trained mediator
- Co-facilitator for Challenge Course
- Co-facilitator for Shoplifting Prevention Course

Central Office Technician, 12/1983 to 03/2009
Verizon Communications
- Installed, maintained, tested and repaired complex switching/circuit/network and data/digital equipment
- Surveyed and analyzed alarms, test lines and trunks
- Maintained, tested and repaired fiber optic systems
- Scheduled and performed software updates and backups
- Installed, removed or replaced connections on wire distributing frames
- Worked collectivelywith other departments to maintain, test and repair all central office equipment

EDUCATION

Associate of Science: Business Management, 1995
University of Massachusetts - Lowell, MA

Advanced Computer Systems, 1983
Control Data Institute - Burlington, MA

High School Diploma: 1976
Reading Memorial High School - Reading, MA

CERTIFICATIONS

Prevention Course by Social Services in Haverhill, MA - 1990

Charles Rosa
[redacted]

JOB OBJECTIVE: To secure a permanent managerial position with a growing company that will gain from my 27 years of Production Management experience in the largest, Wire, Cable & Light Manufacturer & Components Distributor, on the East Coast.

EXPERIENCE:

2003- Present **"Chucky's Fight", Seabrook, NH**

- Established a certified 501-[c3] non- profit organization that is dedicated to educating the public about the dangers of drug and alcohol abuse
- Began as a volunteer for Seacoast Youth Services in Seabrook, NH and now employed supervising court- ordered troubled youth
- Facilitates substance abuse workshops in schools/colleges (all/any grades), hospitals, rehabilitation facilities, jails/prisons, and other various organizations
- Teaches self-defense
- Mentor youth and their family/friends
- Organizes and conduct Family Mediation Groups
- Facilitates a Parent Support Group once a month
- Teach healthy/practical/economical cooking workshops, along with shopping techniques
- Facilitates a CCD class in Salisbury, MA every Sunday night

01/75 -10/03 **Pacer-Anixter, Inc., Wire & Cable Distributor, Woburn, MA**

- Essential in growing this company from a one million dollar per year, company to its present 75 million dollars per year
- Maintained, purchased & directly responsible for 8 million dollars of inventory
- Instrumental in bringing company to the first ISO certified Wire & Cable Distributor in the
- Country
- Designed and implemented all warehouse procedures and trained employees to perform uniform to procedures- key asset to production department
- Responsible for Quality Control and recognized for a 99% quality ratio with related business partners & affiliates
- Maintained all quality/on-tlme relationships with vendors and affiliates doing business with company
- Managed over 100 employees on a daily basis along with operating procedures, billing, accounting, purchasing, freight & invoicing
- Performed daily in-house audits to ensure 100% accuracy in all warehouse operations and
- reported results directly to all department heads involved

09/70- 12/74 **Regional Manager, Dairy Queen Restaurants, Seabrook & Hampton. NH**

- Managed daily operations of stores in two locations-worked directly for owner
- Responsible for receiving, restocking, training, money & sanitary conditions in compliance with corporate policies
- Managed staff in both stores to ensure 100% quality & customer satisfaction

***Cooking:**

- Cooked for functions at work
- Cooked for weddings & other large gatherings
- Guest Instructor at culinary arts class at Peabody High School

***Speaking:**

- Spoke at Northeast Community College, Criminal Law Class, regarding drug and alcohol abuse and addiction and implications

***Counseling:**

- Provided counseling for diverse, less fortunate people in bad situations on a daily basis
- Work Release, new immigrants, under educated, drug and alcohol addicts, etc...
- Can handle potentially volatile situations due to extensive training at small circle jujitsu in Woburn, MA (6 years, 3-4 days per week)
- Background in boxing (sparring partner for competitive fighters)
- Disciplined in body, mind & spirit with martial arts & various other related training.
- Substitute instructor in multiple gyms around MA & NH- Train 6-7 days per week

***Construction:**

- Light carpentry, masonry, demolition, general laborer

DEREK COTE

[redacted]

[redacted]

PROFESSIONAL SPEAKER/ WRITER

EXPERIENCE

2002-Present **PUBLIC SPEAKING** NH

- ANGER MANAGEMENT

ATKINSON FAMILY MEDIATION AND JUVENILE SERVICES

- PROJECT RESPECT

HAMPSTEAD MIDDLE SCHOOL

- PROJECT SAFETY

SANBORN MIDDLE SCHOOL

2002-Present **CREATIVE WRITING**

- *NEW ENGLAND SPORTS COVERAGE*

ISPORTSTIMES.COM

2002-2013 **APPLEBEE'S BAR AND GRILL** Epping, NH

RESTAURANT MANAGER (2010-2013)

- RESPONSIBLE FOR STAFFING, HIRING, AND TRAINING
- MAINTAINING LOW LIQUOR COST
- CUSTOMER SERVICE RESOLUTION

BARTENDER (2002-2010)

- RESPONSIBLE SERVICE OF ALCOHOL
- CUSTOMER SERVICE SKILLS

EDUCATION

2002-2004 *LongRidge Writers Group* West Redding, CT

- Short Stories—Articles—Narratives—Formatting—Research

2008-Present *Ashford University* Clinton, IA

- Communication Studies—Criminal Justice

Carla Bailey
[redacted]

EDUCATION:

2007 – May 2009 Northern Essex Community College Lawrence, MA
A.S. ABA approved Paralegal Studies Program graduated with Honors

1991 – 1993 Northern Essex Community College Haverhill, MA
A.S. Computer Information Sciences A.S. PC Specialist graduated with Honors

1983 – 1985 Bentley College Waltham, MA
A.S. Business Management

Relevant Coursework:

- Human Behavior in the Organization
- Psychology
- Business Law
- Legal Research and Writing I & II
- Real Estate Law
- Litigation
- Wills, Trusts and Estates
- Practical Logic
- Family Law

Summary of Educational Qualifications:

Performing legal research, shepardizing, using online research systems Westlaw and LexisNexis, preparing written analysis of legal problems, drafting case briefs, interoffice memorandums, demand letters, Motion for Summary Judgment, interrogatories, parenting plans, and client communications

PROFESSIONAL EXPERIENCE:

Aug 2009 – Present Nigro, Pettepit & Lucas, LLp Newburyport, MA

Paralegal at Law firm specializing in estate probate, estate planning and tort matters. Prepare communications, court documents, initial client interviews. Process mail, organize and maintain client files, interact with clients and other attorneys/legal professionals; Handle scheduling and daily calendar for multiple attorneys; General office management and organization.

May – Nov 2008 Taylor & Yiokarinis Exeter, NH
Internship for Criminal Defense firm also practicing in Probate Law, Business Incorporation and Immigration. Prepared communications, court documents, case file research, initial client interviews, appeal files, closed out files, and mail merge

1997 – Current Century 21 Bridge Realty/ CEA Associates E. Hampstead, NH
Realtor® Licensed in both NH and Massachusetts

- Office Manager
- Broker
- Company Trainer

1993 – 1997 Bailey's Property Maintenance Kingston, NH
■ Manager, Bookkeeper

1985 – 1990 Boston Five Cent Savings Bank East Milton, MA
■ Assistant Manager ■ Head Teller ■ Customer Service Rep

Summary of Professional Qualifications:

Excellent organizational skills, customer service/problem solving skills, telephone skills, detail oriented, multi-tasker, mediator, knowledge and application of appropriate rules, regulations and policies, mathematically inclined, focused, good memory recall, attend real estate closings, preparation of Purchase and Sales documents for both Massachusetts and New Hampshire properties, and other real estate documents.

SKILLS AND CERTIFICATIONS: Mediator at Family Mediation and Juvenile Services, Atkinson N.H., Completed N.H. Guardian Ad Litem Training for District, Superior and Probate Courts, prepared and filed numerous motions, responses, and affidavits in Family Court, Member N.H. and Mass. Association of Realtors, member National Association of Realtors, N.H. licensed real estate Broker, Mass. licensed real estate salesperson, member NECC Paralegal Club, recipient NECC Legal Writing Award, recipient NECC Academic Excellence Award

References and writing samples upon request

Daniel Barros

Objective:

A Professional Sales or Customer Service position wherein a successful career utilizing consultative selling techniques will have a direct effect on the "bottom line."

Education:

Sales Training Institute of America
Chestnut Hill, MA

Employment:

Dan Barros Associates LLC **1992-Present**
Sales Development

Dan Barros Associates LLC is a highly specialized search and placement firm that focuses exclusively on the staffing and employment needs of Engineering professionals with Specialties in the areas of Embedded Systems and Networking and Communications Engineering. Currently operating as a sole proprietorship.

Some of my accomplishments have been:

- **Currently generating sales by conducting successful recruiting campaigns for client companies and successful job searches for client candidates.**
- **Successfully mentoring, recruiting, interviewing, and training other recruiters to service the needs of client companies and candidates.**
- **Created a comprehensive marketing development program to ensure a position of market dominance in the Telecommunications industry.**
- **To install a competitive compensation plan to aid in staff motivation and retention.**
- **Performing all corporate bookkeeping for the company.**
- **Managing professional service relationships with accounting, legal, and banking advisors.**

- **Collecting receivables on a timely basis.**

- **Fielding all inquiries from outside vendors seeking to do business with Barros Associates.**

Management Advisory Services Inc. **1977-1992**
Co-Founder, President

Management Advisory Services Inc. was a broader-based technical recruiting firm which serviced the staffing needs of the high-tech industry.

- **Increased organization to fourteen staffers with responsibilities similar to above.**

COMMUNITY SERVICE: **2006-Present**

Family Mediation and Juvenile Services of Southern Rockingham County
Atkinson, NH

Community Volunteer involved in mediating disputes between parents and children, typically teenagers.

Red Cross blood donor

Carmelina Chretien
[redacted]

EDUCATION

University of Massachusetts, Lowell, MA
Bachelor of Arts, 1998
Criminal Justice, Paralegal Option

Northern Essex Community College, Haverhill, MA
Associate of Arts, 1994
Paralegal Studies

Northern Essex Community College, Haverhill, MA
Personal Computer Certificate, 1994

Department of the Attorney General, Public Protection Bureau
Certificate in Dispute Resolution Mediation, 1987
Trained and certified by Kathleen Grant, Face-to-Face Mediation Coordinator.

Department of the Attorney General, Boston, MA
Consumer Advocacy Training Course, 1979

RELATED EXPERIENCE

Family Mediation & Juvenile Services of Southern Rockingham County, Atkinson, NH 2003 - Present
Mediator: mediate for families in crisis.
The court, police or schools refer the families.

North Essex Mediators, Haverhill, MA 1985 - 1987
Mediator: mediated for parties who were involved in dispute.
Parties were referred by Lawrence District Court

G.L.C.A.C. Consumer Protection Office, 1979
Consumer Advocate: processed intake from consumer complaints. Follow-up included: evaluation, documentation, research, mediation, referral and resolution. Composed and typed correspondence incidental to case handling. Maintained case history files.

COMMUNITY ACTIVITIES

Volunteer mediator for Family Mediation & Juvenile Services of Southern Rockingham County, 2003 - Present

Volunteer Ombudsman for Elder Services of the Merrimack Valley, 2003
Reporter for the Agfa Division Newsletter 1987 - 1989
Volunteer Mediator for the North Essex Mediators 1985 - 1987

EMPLOYMENT HISTORY

New Hampshire Employment Security
Manchester, NH 2003 - 2011
Certifying Officer 1 - Benefit Adjudication Unit
Entered and processed unemployment claims per New Hampshire laws. Follow up included: evaluation, documentation and research. Composed correspondence incidental to claim handling and set up appointments

Bayer Corp., Agfa Division, Wilmington, MA 1981 - 2001
Electronic Technician
Tested and diagnosed p.c. boards to component level and computer systems and related peripherals to board level. Performed data entry, computer applications and installations. Served as Employee Resource Team Facilitator in a TQM environment.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Roclyn Porter	Executive Director	$52,291	33%	$17,256
Melissa Huntley	Program Administrator	$39,416	33%	$13,007
Melissa Huntley	Course Facilitator	$75 per diem	33%	$25 per diem
James O'Sullivan	Course Facilitator	$75 per diem	33%	$25 per diem
Jay Cullen	Course Facilitator	$75 per diem	33%	$25 per diem

Subject: State Advisory Group (SAG) Community Prevention Services

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857	
1.3 Contractor Name NH Juvenile Court Diversion Network, Inc.		1.4 Contractor Address 23 Wakefield Street, Rochester, NH 03867	
1.5 Contractor Phone Number 603-330-7149	1.6 Account Number: 072-500575-42140606	1.7 Completion Date June 30, 2017	1.8 Price Limitation $60,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Nicole E Rodler Chairperson, Board of Directors	

1.13 Acknowledgement: State of NH, County of Merrimack

On March 1, 2016, 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

April Couture, Notary

1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory Lorraine Bartlett DCYF Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Megan A. Lyde Attorney On: 4/27/16

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9.DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Exhibit A

Scope of Services

1. Services to be provided

The Contractor shall provide juvenile court diversion, delinquency prevention and intervention services that focus on behavioral health and/or disproportionate minority contact for youth up to eighteen (18) years of age which assist in the reduction of youth entering involved with the juvenile justice system. The Contractor shall:

1.1 Maintain a Network Coordinator to coordinate assessment, capacity-building, planning, implementation and evaluation of the NH Juvenile Court Diversion Network and of members' programs in order to increase:

1.1.1 The quality of juvenile court diversion programs, statewide.

1.1.2 Awareness of juvenile court diversion programs, statewide.

1.1.3 Sustainability of juvenile court diversion programs, statewide.

1.2 Ensure the Network Coordinator conducts an assessment of current juvenile court diversion programs, which includes but is not limited to:

1.2.1 Conducting qualitative assessments of partner sites through physical site visits to determine program capacity and services.

1.2.2 Conducting qualitative assessments of state and national juvenile court diversion programs to determine services they provide in order to provide NH diversion providers information that could be useful in program planning and implementation.

1.2.3 Maintaining up-to-date knowledge of statewide juvenile court diversion programs and initiatives.

1.2.4 Developing and maintaining resources lists of judicial, educational, and community service-based programs and resources.

1.2.5 Identifying potential new juvenile court diversion programs and partners that would increase juvenile court diversion capacity of the NH Juvenile Court Diversion Network.

1.3 Ensure the Network Coordinator builds capacity for a statewide network of local juvenile court diversion providers. The Network Coordinator shall:

1.3.1 Collaborate with organizations, businesses and community groups to build public-private partnerships to organize broad-based juvenile court diversion efforts at the state and local level to achieve NH Juvenile Court Diversion Network goals.

1.3.2 Represent juvenile court diversion throughout the State through public, private and community channels by coordinating special projects and disseminating information relating to juvenile court diversion programs and the NH Juvenile Court Diversion Network.

1.3.3 Facilitate ongoing peer-to-peer network collaboration between juvenile court diversion providers and related stakeholders.

Contractor Initials: NGM
Date: 3/11/16

1.3.4 Ensure the voices of youth and families impacted by juvenile court diversion programs are included in decisions made by the NH Juvenile Court Diversion Network and understood by potential partnering service providers.

1.3.5 Keep the NH Juvenile Court Diversion Network informed and engaged in statewide and national juvenile court diversion efforts.

1.3.6 Inform juvenile court diversion advocacy groups of enforcement and detention issues, specifically the use of community-based services as an alternative to court or detention.

1.3.7 Plan and facilitate trainings to enhance the NH Juvenile Court Diversion network knowledge base on how to best implement diversion strategies.

1.3.8 Provide capacity-building technical assistance to local juvenile court diversion providers and stakeholders.

1.3.9 Provide stories, data and recommendations, as needed, for outreach, fundraising and communication strategies.

1.4 Ensure the Network Coordinator oversees the NH Juvenile Court Diversion Network strategic planning and program coordination to ensure strategic and project work plans are updated, as needed. The Network Coordinator shall:

1.4.1 Write and develop materials for grant applications and programs reports as part of the Contractor's sustainability plan.

1.4.2 Make recommendations to state and local leadership on advocacy, organizing and coordinating opportunities to promote juvenile court diversion programs and the NH Juvenile Court Diversion Network efforts.

1.4.3 Research, identify and write grant proposals, reports, and related correspondence for foundations, corporations and government entities.

1.5 Ensure the Network Coordinator facilities the coordination, continued development and staffing of the NH Juvenile Court Diversion Network and its various committees. The Network Coordinator shall:

1.5.1 Plan and facilitate NH Juvenile Court Diversion Network meetings, which shall include but not be limited to:

1.5.1.1 Writing and distributing meeting minutes.

1.5.1.2 Coordinating follow-up activities, as appropriate.

1.5.2 Attend local team DMC meetings, as needed or requested.

1.5.3 Manage the juvenile court diversion program accreditation application, review and acceptance process.

1.5.4 Conduct internal and external outreach and communication activities through multiple media sources.

1.5.5 Represent the NH Juvenile Court Diversion Network and its interests/perspectives with State and local providers, as well as coalitions, in a positive manner and promote collaboration whenever possible.

1.5.6 Collaborate with NH Juvenile Court Diversion Network subcommittees to review and edit legislative testimony and materials, including but not limited to fact sheets, infographics and issue briefs.

1.5.7 Identify, develop and mobilize NH Juvenile Court Diversion Network member activists around key campaigns.

1.5.8 Perform administrative tasks, as needed, to support the NH Juvenile Court Diversion Network.

1.5.9 Communicate by telephone, e-mail or in person, with governmental entities about the use of community-based alternatives to court and/or sentencing.

1.5.10 Act as the liaison between the NH Juvenile Court Diversion Network Board of Directors, key stakeholders and network partners. Liaison communications shall include, but not be limited to:

1.5.10.1 Developing, coordinating and maintaining the NH Juvenile Court Diversion Network communications strategy, which includes media relations, publications, social media and website maintenance.

1.5.10.2 Securing and supervising interns and/or program volunteers in order to support campaigns, communications and marketing work, as needed.

1.5.10.3 Building and maintaining communication structures and mechanisms with a uniform look for print and web-based NH Juvenile Court Diversion Network materials.

1.5.10.4 Maintaining media contact directory and coordinating press conferences, report dissemination, releases and responses to press requests.

1.5.11 Work to maintain and enhance relationships with local, state and national organizations working on juvenile court diversion initiatives.

1.6 Ensure the Network Coordinator evaluates and documents program outcomes to inform best practices and yield evidence to support the NH Juvenile Court Diversion Network advocacy related to youth court diversion efforts in the State. The Network Coordinator shall:

1.6.1 Ensure proper collection of individual and program outcome information to analyze project effectiveness.

1.6.2 Assist in collecting one and three year recidivism data to measure long-term impact.

1.6.3 Provide technical assistance, as needed, for partners using new or existing data systems.

1.6.4 Provide written and verbal analysis on what is working and not working in different diversion programs.

1.6.5 Present and report on NH Juvenile Court Diversion Network activities at community meetings and conferences.

1.7 Develop and enhance System Data Collection across the State of New Hampshire

1.8 Develop capacity in the underserved areas of the State.

1.9 Increase state support of diversion infrastructure

1.10 Strengthen the quality of Network Programs by;

1.10.1 Conducting site visits among current programs to identify gaps and needs

1.10.2 Work with Community Health Institute to determine first and third year recidivism across all accredited programs

1.10.3 Provide program monitoring and feedback to identify opportunities for improvement

1.10.4 Develop printed materials to promote effectiveness of Diversion and its community benefit

1.10.5 Outreach to police department and communities that do not have accredited diversion programs to engage in the Network toward formalizing their efforts

1.10.6 Identify common goals, challenges and opportunities among program sites to facilitate collaborative planning and technical assistance

1.10.7 Support Network programs' efforts to secure national public/private funding for special projects

1.10.8 Advocate for state support of diversion programs as a key decision point of the nine points of the juvenile system

1.10.9 Address missed opportunities to refer to diversion by partnering with schools, School Resource Officers, and regional Substance Misuse Professionals for system-wide planning

1.10.10 Ensure member programs have access to training in best practices and information on latest national research findings

1.10.11 Build community support for Diversion while addressing the myths of diversion as simple "hand slapping"

1.10.12 Secure funding to sustain Coordinator position at sufficient level to achieve network goals

1.10.13 Identify key stakeholders in underserved areas of the state to introduce Diversion toward enhancing capacity

1.10.14 Explore best practice interventions for special populations to include; gender specific, youth with IEP's or co-occurring disorders, to share among Network partners

1.10.15 Revisit Challenge Curriculum to reflect today's concerns around alcohol and drug issues to ensure maximum effectiveness

1.10.16 Develop resource tools for Network members to offer on web site

1.11 Collaborate with community-based agencies which will positively affect the youths served.

1.12 Develop a communication plan which promotes awareness of these services.

1.13 Develop a plan to address the gap in services provided to youth participating in at-risk behaviors or struggling with behavioral health disorders and/or drug and alcohol use.

1.14 Collaborate with schools, law enforcement and parents and other child-serving community-based partners.

2. Reporting Requirements

2.1 The Contractor shall:

2.1.1 A narrative summary of activities conducted in Section 1. The summary shall include, but not be limited to:

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

2.1.1.2 Barriers and challenges experienced by the Contractor during the quarter.

2.1.1.3 A plan to address barriers and challenges for the next quarter.

2.1.2 Provide quarterly reports that include backup documentation detailing actual expenditures for approved contract related activities.

2.1.2.1 Quarterly reports shall be due as follows:

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

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

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

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

Contractor Initials:
Date: 3/1/16

Method and Conditions Precedent to Payment

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

1. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, General Provisions Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1.

3. Payment for services shall be made as follows:

   3.1 The Contractor will submit quarterly reports as specified in Exhibit A, Scope of Services, Sections 3, with an invoice for reimbursement of actual expenses incurred during the quarter, for a total of four (4) invoices per year. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

   3.2 Invoices and reports identified in Section 3.1 must be submitted to:

   Pamela Sullivan
   Juvenile Justice Specialist
   NH Department of Health and Human Services
   Division for Children, Youth and Families
   1056 North River Road
   Manchester, NH 03104

4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Section 3.

5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.

6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Contractor Initials: _____
Date: 2/1/16

Exhibit B-1
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: NH Juvenile Court Diversion Network

Budget Request for: RFP#16-DHHS-OHS-DCYF-07

Budget Period: SFY 2017

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	**Direct Incremental**	**Indirect Fixed**	**Total**	**Direct Incremental**	**Indirect Fixed**	**Total**	**Direct Incremental**	**Indirect Fixed**	**Total**
1. Total Salary/Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,750.00	$ -	$ 1,750.00	$ 1,750.00	$ -	$ 1,750.00	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
6. Travel	$ 3,000.00	$ -	$ 3,000.00	$ 1,000.00	$ -	$ 1,000.00	$ 2,000.00	$ -	$ 2,000.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 720.00	$ -	$ 720.00	$ -	$ -	$ -	$ 720.00	$ -	$ 720.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 2,000.00	$ -	$ 2,000.00	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00
11. Staff Education and Training	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 50,623.00	$ -	$ 50,623.00	$ -	$ -	$ -	$ 50,623.00	$ -	$ 50,623.00
13. Other (New Futures space agreement):	$ 5,100.00	$ -	$ 5,100.00	$ -	$ -	$ -	$ 5,100.00	$ -	$ 5,100.00
Memberships/periodicals	$ 257.00	$ -	$ 257.00	$ -	$ -	$ -	$ 257.00	$ -	$ 257.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 64,750.00**	**$ 250.00**	**$ 65,000.00**	**$ 4,750.00**	**$ 250.00**	**$ 5,000.00**	**$ 60,000.00**	**$ -**	**$ 60,000.00**
Indirect As A Percent of Direct		0.4%							

Contractor's Initials: MK
Date: 3/1/16

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.

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

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

Contractor Initials _____
Date 3/1/14

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name:

3/1/14
Date

Name: Nicole E. Rodier
Title: Chair, Board of Directors

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

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

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

Contractor Name:

3/1/16
Date

Name: Nicole E. Rodier
Title: Chair, Board of Directors

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials _____
Date 3/1/16

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

3/1/16
Date

Name: Nicole E. Roalef
Title: Chair, Board of Directors

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.

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

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

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

Contractor Name:

3/1/16
Date

Name: Nicole E. Rooler
Title: Chair, Board of Directors

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

3/1/16
Date

Contractor Name:

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

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

NH DHHS - DCYF	NH Juvenile Court Diversion Network
The State	Name of the Contractor
Lorraine Bartlett	
Signature of Authorized Representative	Signature of Authorized Representative
LORRAINE BARTLETT	Nicole E. Rodler
Name of Authorized Representative	Name of Authorized Representative
DCYF DIRECTOR	Chair NHJCDN
Title of Authorized Representative	Title of Authorized Representative
4-6-2016	3-1-16
Date	Date

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

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

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

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

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

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

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

Contractor Name:

3/1/16
Date

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

FORM A

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

1. The DUNS number for your entity is: 079899350

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

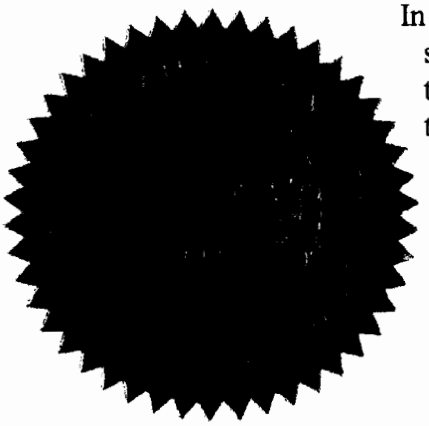
   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

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



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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of New Hampshire Juvenile Court Diversion Network, Inc.
(Agency Name)

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

RESOLVED: That the Chairperson of the Board of Directors
(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 1st day of March 2016.
(Date Contract Signed)

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

of the Agency.

Peter D. Brigham
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 1 day of March, 2016,

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

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: APRIL L. COUTURE, Notary Public
My Commission Expires May 25, 2016

NHJUVEN-01 SLAMERE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/8/2016

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

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

PRODUCER	CONTACT NAME:	
Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	PHONE (A/C, No, Ext): (603) 225-6611	FAX (A/C, No): (603) 225-7935
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	23850
INSURER B : Liberty Mutual Insurance Company	23043
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

NH Juvenile Court Diversion Network
23 Wakefield Street
Rochester, NH 03867

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK1464157	04/30/2016	04/30/2017	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK1464157	04/30/2016	04/30/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y	N/A		WC531S6105130115	05/12/2015	05/12/2016	X PER STATUTE / OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 100,000

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

** Workers Comp Information **
3A States: NH
Excluded Officers: Nicole Rodler, Peter Bringham and Jessica Klingerman

CERTIFICATE HOLDER

State of New Hampshire, Department of Health & Human Services
190 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

Stephanie Lamere

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NH JUVENILE COURT DIVERSION NETWORK

MISSION STATEMENT

PURPOSE

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

OBJECTIVES

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

Gmail by Google

Peter Brigham <peteruns26@gmail.com>

Form 990-N E-filing Receipt - IRS Status: Accepted

epostcard@urban.org <epostcard@urban.org> Wed, Mar 11, 2015 at 6:10 PM
To: peteruns26@gmail.com

Organization: NEW HAMPSHIRE JUVENILE COURT DIVERSION NETWORK
EIN: 02-0458455
Submission Type: Form 990-N
Year: 2014
Submission ID: 7800582015070et35513
e-File Postmark: 3/11/2015 6:04:53 PM
Accepted Date: 3/11/2015

The IRS has accepted the e-Postcard described above. Please save this receipt for your records.

Thank you for filing.

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e-Postcard technical support
Phone: 866-255-0654 (toll free)
email:ePostcard@urban.org

NEW HAMPSHIRE JUVENILE COURT
DIVERSION NETWORK
% Office of Youth Services
61 West Main Street PO Box 550
Hillsborough, NH 03244

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

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

ANNUAL REPORT CERTIFICATE

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

Fiscal Year End: December 2014

State Registration # 5625

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

Peter D. Brigham — 3/12/15

Signature of PRESIDENT,TREASURER OR TRUSTEE — Date

Peter D. Brigham — Treasurer

(Print or Type) Name of Officer/Trustee — Title

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

STATE OF

COUNTY OF

On this the 11th day of March, 2015 before me personally appeared the above-named officer or trustee who acknowledged himself/herself to be the officer/trustee, President, Treasurer of the above-named organization and took oath or affirmed that the attached report including accompanying schedules and statements is to the best of his/her knowledge and belief true, correct and complete.

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

My Commission Expires: Iris R. Campbell

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

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

Register of Charitable Trusts ***Form NHCT-2A***

ANNUAL REPORT

For the calendar year 2014 **or fiscal year beginning** January 1st 2014
and ending December 31st 2014 **Registration number** 5625

NAME OF ORGANIZATION: NH Juvenile Court Diversion Network Inc.
ADDRESS: P.O. Box 550, 61 West Main St., Hillsboro, NH 03244
Please make name/address corrections here:

A) Employer or Federal ID Number: 02-045-8455
D) Tax exempt under section 501 (c) (✓): **check here if application for exemption is pending ( )**
G) Group return filed for affiliates? **Yes** ____ **No** ✓
Separate return filed by group affiliate? **Yes** ✓ **No** ____

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

Support and Revenue

1) Contributions, gifts, grants	$
2) Program service revenue (see part V)	
3) Membership dues and assessments	650.00
4) Interest on savings and cash investments	
5) Dividends and interest from securities	.93¢
9) Special fundraising events and activities (Attach schedule, see instructions #6)	
a) Gross revenue	$
b) Minus: direct expenses	
c) Net income (line 9a minus line 9b)	
11) Other revenue (see part V)	
12) Total revenue (add lines 1,2,3,4,5,9(c) and 11	650.93

Expenses

13) Program services (program service charities only) (see Part III)	-0-
14) Management and general (see line 44)	1950.30
17) Total expenses (add lines 13 and 14)	1950.30
Fund Balances **Lines 18 Through 21 Must Be Completed**	
18) Excess (deficit) for the year (line 12 minus line 17)	<$1299.37>
19) Fund balances or net worth at the beginning of the year..(see line 75)	10,043.68
20) Other changes in net assets or fund balance (ATTACH EXPLANATION)	
21) Fund balances or net worth at end of year (add lines 18 and 19)(see also line 75)	$8744.31

Organization Name: NH Juvenile Court Diversion Network, Inc

PART II STATEMENT OF FUNCTIONAL EXPENSES

22) Grants and allocations (ATTACH SCHEDULE)	
23) Specific assistance to individuals	
24) Benefits paid to or for members	
25) Compensation of officers, directors, etc	
26) Other salaries and wages	
27) Pension plan contributions	
28) Other employee benefits	
29) Payroll taxes	
30) Professional fundraising fees	
31) Accounting fees	
32) Legal fees	
33) Supplies	
34) Telephone	
35) Postage and shipping	
36) Occupancy	
37) Equipment rental and maintenance	
38) Printing and publications	
39) Travel	
40) Conferences, conventions, meetings. Go-To-Mtg Subscription / Annual Mtg Luncheon	545 00
41) Interest	
42) Depreciation (attach schedule)	
43) Other expenses (itemized):	
a) Annual Reporting Fee	75 00
b) Training (3 x Conference Fees)	985 30
c) Survey Gifts	204 00
d) Website Domain Name And Web Hosting	140 20
e)	
44) Total functional expenses (enter on line 14)	$1950 30

Organization Name: NH Juvenile Court Diversion Network, Inc.

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

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

Organization Name: N.H. Juvenile Court Diversion Network, Inc.

PART IV OFFICERS AND DIRECTORS

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

Name *See Attached Membership List

Home Address _____

Position Held _____

Daytime Phone _____

Name _____

Home Address _____

Position Held _____

Daytime Phone _____

Name _____

Home Address _____

Position Held _____

Daytime Phone _____

Name _____

Home Address _____

Position Held _____

Daytime Phone _____

Name _____

Home Address _____

Position Held _____

Daytime Phone _____

Attach sheet if additional space is required.

NH Juvenile Court Diversion Network
Paid Membership List 2014

Updated 5/22/14

Office of Youth Services
PO Box 550
61 West Main Street
Hillsboro, NH 03244
Tel 464-5779 or 493-2855
Fax 464-3226
***Peter Brigham** e-mail = peteruns26@gmail.com **Treasurer**
Judy Fournier e-mail = hillsboroyouthservices@yahoo.com

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

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

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

CADY Alternative Justice
Communities for Alcohol and Drug Free Youth
94 Highland Street
Plymouth, NH 03264
Tel 536-9793 fax 536-9799
Timothy Tyler E-mail = ttyler@cadyinc.org
Jay Apicelli e-mail = apicelli@roadrunner.com
***Deb Naro** E-mail = dnaro@cadyinc.org
Website: **www.cadyinc.org**

Youth Assistance Program
PO Box 3068
Northfield, NH 03276
Tel 286-8577 Fax 286-7687
***Dawn B. Shimberg** e-mail = dshimberg@myfairpoint.net

Goffstown Area Diversion
PO Box 411
Goffstown, NH 03045
Tel 759-4986
***Al Baines** e-mail = albaines@comcast.net
Kristie Curtis e-mail = ghsvolunteens@gmail.com

Merrimack County Juvenile Diversion Program
4 Court Street,
Concord, NH 03301
Tel 225-5445
Rich Cram e-mail = rcram@mchumanservices.net
***Jessica klingerman** e-mail = jklingerman@mchumanservices.net
Chris Averill e-mail = caverill@mchumanservices.net
Lynn Haskell e-mail = mcyd@emlto.com
934-1015 Lynn's number in Franklin
Website:www.merrimackcounty.net/humanserv/diversion.html

City of Keene Youth Services
3 Washington Street
Keene, NH 03431
Tel 357-9810 Fax 1-866-688-8040
***Elisabeth Brown (LB)** E-mail = ebrown@ci.keene.nh.us
Organization/Agency Website: www.ci.keene.nh.us

Greater Derry Juvenile Diversion
36 Tsienneto Road
Derry, NH 03038
Tel 432-8882 Fax 425-6256
***Diane Casale** e-mail = dcasale@urteachers.org **Vice-Chairperson**
Michelle Mobsby e-mail = mmobsby@urteachers.org
Organization/Agency website: **www.urteachers.org**

The Youth Council
112 West Pearl Street
Nashua, NH 03060
Tel 889-1090 Fax 598-1703
*** Christina Connor** e-mail = cconnor@theyouthcouncil.org
Holly Mara e-mail = hmara@theyouthcouncil.org
Betsy Houde e-mail = bhoude@theyouthcouncil.org
Website: **www.theyouthcouncil.org**

Upreach TRC
PO Box 355
Goffstown, NH
Tel 497-2343
Fax 497-5367
Kristen Mcgraw e-mail = kristen@upreachtrc.org
*** Karen Kersting** e-mail = karen@upreachtrc.org
Webstie: **www.upreachtrc.org**

The Salvation Army Diversion Program
15 Middle Street
Portsmouth, NH 03802
Tel 436-2606
* Trevor Nataluk e-mail = Trevor.Nataluk@use.salvationarmy.org
Debora Coolidge e-mail = Debora.Coolidge@use.salavationarmy.org

Non-Voting Network Members

Judge Willard (Bud) Martin
74 Barville Pond Road
Center Sandwich, NH 03227
Tel 527-9161
E-mail = wgm@mlolaw.com
Website: http://www.budmartin08.com/

Eileen Mullen Kennedy, MSW
DCYF Administrator
Community & Family Supports Bureau
129 Pleasant Street
Concord, NH 03301-3857
E-mail = emullen@dhhs.state.nh.us
Tel 271-4343 Fax 271-4729

Organization Name: NH Juvenile Court Diversion Network, Inc.

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

		Program Service	Other
a)	N/A	-0-	-0-
b)			
c)			
d)		-0-	-0-

PART VI BALANCE SHEETS

	Beginning of Year	End of Year
Assets		
45) Cash - non interest bearing		
46) Savings and cash investments	10,043.68	8744.31
47) Accounts receivable		
48) Pledges receivable		
49) Grants receivable		
50) Receivables due from Officers, Directors, etc.		
51) Other notes and loans receivable		
52) Inventories for sale or use		
53) Prepaid		
54) Investments - securities		
55) Investments - real estate		
56) Investments - other		
58) Other assets		
59) Total assets (add lines 45 through 58)	10,043.68	8744.31
Liabilities		
60) Accounts payable		
61) Grants payable		
63) Loans from officers, directors, etc.		
64) Mortgages/notes payable		
65) Other liabilities		
66) Total liabilities (add lines 60 through 65)		
Fund Balances or Net Worth Line 75 Must Be Completed		
75) Net worth (assets, line 59, minus liabilities, line 66)	10,043.68	8744.31

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

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

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

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

MUST BE COMPLETED
AND ATTACHED TO FILING

APPENDIX TO ANNUAL REPORT

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

1. Is there currently a conflict of interest policy in effect? Yes ✓ No____
A Conflict of Interest Policy is required by law. (see RSA 7:19, II)

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

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

If Yes, complete the following:

A. Was any real estate transaction involved? Yes____ No ✓

B. Was a loan made to any director, officer or trustee? Yes____ No ✓

C. Was a pecuniary benefit paid in excess of $500? Yes____ No ✓
If Yes, attach copy of Meeting Minutes.

D. Was a pecuniary benefit paid in excess of $5,000? Yes____ No ✓
If Yes, attach a copy of each of the following:
- Public Notice made pursuant to RSA 7:19-a, II (d)
- Meeting Minutes
- Employment Contract

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

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

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

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

Transaction Report

1/1/2014 Through 12/31/2014

Date	Account	Num	Description	Memo	Category	Clr	Amount
BALANCE 12/31/2013							**20,043.68**
1/16/2014	Checking - ...	1316	Go To Meeting Subscr...	On-line Mtg Exp	Meeting Expense	R	-139.60
1/17/2014	Checking - ...	DEP	Membership Fees		Fees collected	R	100.00
1/28/2014	Checking - ...		Interest Earned		Interest	R	0.09
1/30/2014	Checking - ...	DEP	Membership Fees		Fees collected	R	200.00
2/26/2014	Checking - ...	1317	State Of N.H.	Annual filing fee	Misc	R	-75.00
2/28/2014	Checking - ...	DEP	Interest Earned		Interest	R	0.08
3/12/2014	Checking - ...	DEP	Membership Fees		Fees collected	R	50.00
3/28/2014	Checking - ...		Interest Earned		Interest	R	0.09
4/3/2014	Checking - ...	DEP	Membership Fees		Fees collected	R	100.00
4/14/2014	Checking - ...	1318	Peter Brigham	Gift card for sur...	Reimb.	R	-104.00
4/22/2014	Checking - ...	1320	Diane Casale	Reimbursement ...	Training	R	-328.50
4/22/2014	Checking - ...	1321	Dawn Shimberg	Reimbursement ...	Training	R	-328.50
4/24/2014	Checking - ...	1319	Jessica Klingerman	Reimbursement ...	Training	R	-328.50
4/28/2014	Checking - ...		Interest Earned		Interest	R	0.08
5/7/2014	Checking - ...	DEP	Membership Fees		Fees collected	R	100.00
5/14/2014	Checking - ...	1323	New Hampton Police ...	Winner of Netw...	Gift	R	-100.00
5/23/2014	Checking - ...	DEP	Membership Fees		Fees collected	R	100.00
5/28/2014	Checking - ...		Interest Earned		Interest	R	0.08
6/12/2014	Checking - ...	1322	PRHS Culenary Arts P...	Annual meeting ...	Lunch Mtg Exp	R	-375.00
6/28/2014	Checking - ...		Interest Earned		Interest	R	0.07
7/28/2014	Checking - ...		Interest Earned		Interest	R	0.08
8/28/2014	Checking - ...		Interest Earned		Interest	R	0.08
9/28/2014	Checking - ...		Interest Earned		Interest	R	0.07
9/30/2014	Checking - ...	1324	Peter Brigham	Web Domain $3...	Reimb.	R	-65.00
10/14/2014	Checking - ...	1325	Peter Brigham	Network Web H...	Reimb.	R	-106.20
10/28/2014	Checking - ...		Interest Earned		Interest	R	0.07
11/28/2014	Checking - ...		Interest Earned		Interest	R	0.07
12/28/2014	Checking - ...		Interest Earned		Interest	R	0.07
TOTAL 1/1/2014 - 12/31/2014							**-1,299.37**
BALANCE 12/31/2014							**18,744.31**

TOTAL INFLOWS	**650.93**
TOTAL OUTFLOWS	**-1,950.30**
NET TOTAL	**-1,299.37**

Cash Flow Report

1/1/2014 Through 12/31/2014

Category Description	1/1/2014-12/31/2014
INFLOWS	
Fees collected	650.00
Interest	0.93
TOTAL INFLOWS	**650.93**
OUTFLOWS	
Gift	100.00
Lunch Mtg Exp	375.00
Meeting Expense	139.60
Misc	75.00
Reimb.	275.20
Training	985.50
TOTAL OUTFLOWS	**1,950.30**
OVERALL TOTAL	**-1,299.37**

NH JUVENILE COURT DIVERSION NETWORK

BOARD OF DIRECTORS
2015-2016

Chairperson
Nicole Rodler
Rochester Police Department's Juvenile Diversion
(603) 330-7149
nicole.rodler@rochesternh.net

Vice Chairperson
Alecia Farquhar
Community Alliance of Human Services
(603) 863-7708
afarquhar@communityalliance.net

Treasurer
Peter Brigham
Hillsboro Office of Youth Services
(603) 464-5779
peteruns26@gmail.com

Secretary
Jessica Klingerman
Merrimack County Juvenile Court Diversion
(603) 225-5445
jklingerman@mchumanservices.net

Member-At-Large
Diane Casale
Greater Derry Juvenile Diversion
(603) 432-8882
dcasale@urteachers.org

ELIZABETH G. HOUDE

SUMMARY

Proven professional providing proactive leadership for nonprofits and community coalitions. Skills include leading teams, communicating effectively, analyzing data, solving problems, building infrastructure and implementing ideas. In addition, I am a compelling speaker, presenter, writer and am skilled at developing and managing budgets.

STRATEGIC LEADERSHIP

Consultant. Community Health Institute, Bow, NH, 2013 – present. Subcontracted to improve the quality, visibility and sustainability of 18 juvenile court diversion programs in New Hampshire. Offered position to serve as Coordinator of New Hampshire Juvenile Court Diversion Network in November 2015.

Executive Director. The Youth Council, Nashua, NH, 1996 – present. Spearheaded infrastructure-building effort of 23-year-old nonprofit to offer innovative, award-winning programs with outcome measures and evidence-based practices. Developed numerous contractual relationships with area schools, police and other nonprofits. Recognized with several awards including:

New Futures, *Dr. Tom Fox Excellence Award* (2013)
Nashua Telegraph, named one of *Greater Nashua's 25 Extraordinary Women* (2013).
Rotary Club of Nashua West, *Award of Excellence, Creative Idea Award* (2006).
WMUR and Citizens Bank, *Community Champion* (2002).
New Hampshire Children's Trust Fund, *Outstanding management in program evaluation* (2000).
NH Governor Jeanne Shaheen, *Commendation for excellence in leadership* (1999).
Rivier College, *Distinguished contributions to students and the community* (1999).

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

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

STATEWIDE SYSTEMS IMPROVEMENT

Governor's Commission on Alcohol and Other Drugs. Public Member. 2001 – 2013. Appointed to an advisory capacity regarding the effective and coordinated substance abuse service delivery. Executive Committee member. Prevention Task Force, 2010 – present.

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

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

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

COMMUNICATION SKILLS

Web Design. Designed and manage multiple web sites including NH Court Diversion Network, Merrimack Safeguard, Nashua Prevention Coalition, Empty Nest Glassworks, Houde Studios (all WordPress) and The Youth Council (Accrisoft Freedom).

Leadership Fellow, Robert Wood Johnson Foundation**,** 2002 - 2006. Selected as one of 10 emerging leaders toward building personal and professional leadership skills. Authored *Leaders Unmasked: A Celebration of Guts and Grace*.

Director of Program Management /Community Relations, 1993-1996. Nashua Children's Home, Nashua, New Hampshire. Promoted to created positions, presented at workshops from Boys Town to Washington, DC.

Clinical Experience, 1983-1993. Nashua Children's Home. Counseled children, teens and families. Served as Family Program Supervisor, Therapist and Residential Counselor.

COMMUNITY LEADERSHIP

President, 2013-14. Rotary Club of Nashua West. Member, 1997 - present. Board of Directors 2008 – 2015. Membership chair 2007- 2012. Volunteer Coordinator 2004 – present; Special Projects chair 2005 – 2007;

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

Community Needs Assessment Committee, 1999 – present. United Way of Greater Nashua.

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

Rivier College Counseling Advisory Board. 1993 - 2000.

Child Welfare Advisory Board. 1997–2000.

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

Network. Nashua, NH. 1993 - 1997.

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

SMALL BUSINESS OWNER

Lampwork Artist, Empty Nest Glassworks, 2008 – present. Launched small business hand-melting glass gifts using oxygen/propane torch and glass rods. Developed web site, all marketing materials and launched Facebook fan page with over 175 members. Member of The Craftworkers' Guild, Bedford, NH since 2014.

EDUCATION

WordPress, web design, 2013.

Community Coalition Planning, engaging and motivating teams, CADCA National Coalition Academy, 2011.

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

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

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

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

CONTRACTOR NAME: NH Juvenile Court Diversion Network

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Betsy Houde, MA	Coordinator	*Subcontracted* @ $55/hr	720 hours	$40,000

Subject: State Advisory Group (SAG) Community Prevention Services

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857	
1.3 Contractor Name New Hampshire Legal Assistance		1.4 Contractor Address 117 North State Street, Concord, NH 03301	
1.5 Contractor Phone Number 603-206-2226	1.6 Account Number: 072-500575-42140614	1.7 Completion Date June 30, 2017	1.8 Price Limitation $45,518
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature Lynne M Pa		1.12 Name and Title of Contractor Signatory Lynne M. Parker, Executive Director	

1.13 Acknowledgement: State of NH, County of Merrimack

On March 3, 2016, 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] Brenda G. Turgeon

1.13.2 Name and Title of Notary or Justice of the Peace

Brenda G. Turgeon, Notary

1.14 State Agency Signature Lorraine Bartlett	1.15 Name and Title of State Agency Signatory LORRAINE BARTLETT DCYF - DIRECTOR

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Megan A. Yaple-Attorney On: 4/27/16

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9.DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Exhibit A

Scope of Services

1. Services to be provided

The Contractor shall provide juvenile court diversion, delinquency prevention and intervention services that focus on behavioral health and/or disproportionate minority contact for youth up to eighteen (18) years of age which assist in the reduction of youth involved with the juvenile justice system. The Contractor shall:

1.1 Provide adequate staffing that includes, but is not limited to:

1.1.1 An attorney admitted to the NH Bar Association who has experience in special education law and civil legal services with the ability to provide civil legal advocacy to court-involved youth. The attorney shall:

1.1.1.1 Represent youth at major school disciplinary hearings.

1.1.1.2 Engage in policy advocacy to increase statewide use of evidence-based practices in education and juvenile justice.

1.1.1.3 Present information and instruction at the local and regional levels on the interplay between special education and juvenile justice.

1.1.2 A paralegal who possesses a bachelor's degree, or two (2) years of experience as a paralegal, with experience in serving low-income children/adolescents, as well as experience in special education advocacy or juvenile justice, and the ability to provide paraprofessional legal and advocacy services to eligible youth. The paralegal shall:

1.1.2.1 Interview eligible juveniles to identify their legal problems.

1.1.2.2 Investigate case issues.

1.1.2.3 Maintain regular communication with the juvenile and/or family, as needed.

1.1.2.4 Provide negotiation services.

1.1.2.5 Advocate on behalf of juveniles at special education, school discipline and treatment team meetings.

1.1.2.6 Support the attorney by reviewing and organizing documents, compiling charts and graphs, researching case issues and drafting documents.

1.2 Review referrals received in order to determine type of services needed, giving priority to youth in need of placement while awaiting trial for offenses that would not warrant detention. The Contractor shall:

1.2.1 Conduct an intake interview within seven (7) days of receiving a referral.

1.2.2 Collaborate with the referring source to perform case investigations.

1.2.3 Attend special education, school discipline and team meetings, as needed.

1.2.4 Maintain contact with the juvenile, as needed.

1.3 Ensure advocacy and legal services are youth-directed. The Contractor shall:

Contractor Initials: LMP
Date: 3/31/16

1.3.1 Represent juveniles at administrative and major school disciplinary hearings. The Contractor shall:

1.3.1.1 Meet face-to-face with the juvenile in the Contractor's office or in the juvenile's home, as necessary.

1.3.1.2 Identify, prepare and present evidence at hearings.

1.3.1.3 Draft legal documents, as needed.

1.3.2 Negotiate with school districts and governmental agencies on behalf of the juvenile, as needed.

1.3.3 Pursue civil remedies on behalf of the juvenile, which may include, but is not limited to, accessing mental health services, special education services, public entitlements, and other community-based services that would assist in keeping the juvenile in the community.

1.3.4 Assist with initiating appropriate civil remedies during the disposition stage of a delinquency or CHINS case in state or federal court to ensure services that address underlying juvenile issues are in place in order to ensure long-term benefits to the juvenile.

1.4 Collaborate with community-based agencies and juvenile court diversion programs. The Contractor shall:

1.4.1 Provide information, including current promotional material, regarding Contract services to the Division for Children, Youth and Families, the Center for Excellence and the NH Juvenile Court Diversion Network.

1.4.2 Conduct ongoing research of civil legal issues related to special education, mental health and public entitlements for juveniles.

1.4.3 Provide support services to the Office of the Public Defender by gathering and sharing case information to ensure a solid representation of the juvenile in court cases.

1.4.4 Partner with the Division for Children, Youth and Families (DCYF) to provide advocacy services to youth and families prior to deep involvement with the juvenile justice system.

1.4.5 Meet with DCYF, as needed, to provide information on the current civil legal issues related to special education, mental health and public entitlements for juveniles.

2. Reporting Requirements

2.1 In addition to any reporting requirements in Section 1, the Contractor shall:

2.1.1 Provide bi-annual reports to the Division for Children, Youth and Families that include, but are not limited to:

2.1.1.1 A narrative summary of activities conducted in Section 1. The summary shall include, but not be limited to:

Contractor Initials: LMP
Date: 3/3/16

2.1.1.1.1 Descriptions of advocacy and legal activities conducted including but not limited to dates, times, duration and the number of youth served by each type of service provided.

2.1.1.1.2 Barriers and challenges experienced by the Contractor during the quarter.

2.1.1.1.3 The Contractor's plan to address barriers and challenges for the next quarter.

2.1.1.2 Demographic information that includes, but is not limited to:

2.1.1.2.1 Number of youth served by race/ethnicity and gender.

2.1.1.2.2 Number of youth who successfully access community-based services.

2.1.1.2.3 Number of youth who retain New Hampshire Legal Assistance for legal services but withdraw prior to case resolution.

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

2.1.1.2.5 Referral source.

2.1.1.2.6 Number of youth who participated in each program component.

2.1.2 Provide bi-annual reports that include backup documentation listed in Section 2.1 detailing actual expenditures for approved contract related activities:

3. Requirements of Delivery of Services

3.1 In addition to the reporting requirements specified in Section 2, the Contractor shall provide documented proof that, at minimum:

3.1.1 Thirty-five (35) youth received services in Section 1.

3.1.2 Twelve (12) meetings with DCYF described in Section 1.4.5 were attended.

3.1.3 Twenty-five (25) individuals were represented at advocacy/educational meetings identified in Section 1.2.3 by the Contractor.

3.1.4 No more than seven (7) juveniles who retain New Hampshire Legal Assistance for legal services but withdraw prior to case resolution.

3.1.5 Promotional materials in Section 1.4.1 have been forwarded in accordance, no later than thirty (30) days from the Contract effective date.

Contractor Initials: LMP
Date: 3/3/16

Exhibit B

Method and Conditions Precedent to Payment

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

1. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, General Provisions Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1 and Exhibit B-2.

3. Payment for services shall be made as follows:

   3.1 The Contractor will submit quarterly reports as specified in Exhibit A, Scope of Services, Sections 3, with an invoice for reimbursement of actual expenses incurred during the quarter, for a total of four (4) invoices per year. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

   3.2 Invoices and reports identified in Section 3.1 must be submitted to:

   Pamela Sullivan
   Juvenile Justice Specialist
   NH Department of Health and Human Services
   Division for Children, Youth and Families
   1056 North River Road
   Manchester, NH 03104

4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Section 3.

5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.

6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Contractor Initials: LMP
Date: 3/3/16

Exhibit B-1
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: New Hampshire Legal Assistance

Budget Request for: Youth Law Project
(Name of RFP)

Budget Period: July 1, 2016 - December 31, 2016

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 32,958.50	$ -	$ 32,958.50	$ 17,500.00	$ -	$ 17,500.00	$ 15,458.50	$ -	$ 15,458.50
2. Employee Benefits	$ 9,108.50	$ -	$ 9,108.50	$ 5,075.00	$ -	$ 5,075.00	$ 4,033.50	$ -	$ 4,033.50
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:									
Rental	$ -	$ 126.00	$ 126.00	$ -	$ 126.00	$ 126.00	$ -	$ -	$ -
Repair and Maintenance	$ -	$ 473.00	$ 473.00	$ -	$ 473.00	$ 473.00	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:									
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ 630.50	$ 630.50	$ -	$ 430.50	$ 430.50	$ -	$ 200.00	$ 200.00
6. Travel	$ 1,978.50	$ -	$ 1,978.50	$ 1,386.50	$ -	$ 1,386.50	$ 592.00	$ -	$ 592.00
7. Occupancy	$ -	$ 3,462.00	$ 3,462.00	$ -	$ 1,712.00	$ 1,712.00	$ -	$ 1,750.00	$ 1,750.00
8. Current Expenses									
Telephone	$ -	$ 516.00	$ 516.00	$ -	$ 266.00	$ 266.00	$ -	$ 250.00	$ 250.00
Postage	$ -	$ 150.00	$ 150.00	$ -	$ 150.00	$ 150.00	$ -	$ -	$ -
Subscriptions - Special Ed Publication	$ 933.00	$ -	$ 933.00	$ 683.00	$ -	$ 683.00	$ 250.00	$ -	$ 250.00
Audit and Legal	$ -	$ 166.50	$ 166.50	$ -	$ 166.50	$ 166.50	$ -	$ -	$ -
Insurance -Professional Liability	$ 245.00	$ -	$ 245.00	$ 245.00	$ -	$ 245.00	$ -	$ -	$ -
Insurance - Business	$ -	$ 111.50	$ 111.50	$ -	$ 111.50	$ 111.50	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training-Youth Law Conf.	$ 900.00	$ -	$ 900.00	$ 675.00	$ -	$ 675.00	$ 225.00	$ -	$ 225.00
12. Subcontracts/Agreements	$ 300.00	$ -	$ 300.00	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -
13. Other (specific details mandatory):									
Contract Svces for IT Management & Repair	$ -	$ 620.00	$ 620.00	$ -	$ 620.00	$ 620.00	$ -	$ -	$ -
Retirement Plan & FSA Fees	$ -	$ 219.50	$ 219.50	$ -	$ 219.50	$ 219.50	$ -	$ -	$ -
Client Legal Costs	$ 1,150.50	$ -	$ 1,150.50	$ 1,150.50	$ -	$ 1,150.50	$ -	$ -	$ -
NH Bar Dues	$ 163.50	$ -	$ 163.50	$ 163.50	$ -	$ 163.50	$ -	$ -	$ -
Indirect Costs for EH Grant	$ -	$ 8,759.00	$ 8,759.00	$ -	$ 8,759.00	$ 8,759.00			
Balance of Indirect Costs for DCYF Grant	$ -	$ 1,088.00	$ 1,088.00	$ -	$ 1,088.00	$ 1,088.00	$ -	$ -	$ -
TOTAL	**$ 47,737.50**	**$ 16,322.00**	**$ 64,059.50**	**$ 27,178.50**	**$ 14,122.00**	**$ 41,300.50**	**$ 20,559.00**	**$ 2,200.00**	**$ 22,759.00**
Indirect As A Percent of Direct		34.2%							

Contractor Initials: CMP
Date: 3/3/16

Exhibit B-2
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: New Hampshire Legal Assistance

Budget Request for: Youth Law Project
(Name of RFP)

Budget Period: January 1, 2017 - June 30, 2017

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 32,958.50	$ -	$ 32,958.50	$ 17,500.00	$ -	$ 17,500.00	$ 15,458.50	$ -	$ 15,458.50
2. Employee Benefits	$ 9,108.50	$ -	$ 9,108.50	$ 5,075.00	$ -	$ 5,075.00	$ 4,033.50	$ -	$ 4,033.50
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:									
Rental	$ -	$ 126.00	$ 126.00	$ -	$ 126.00	$ 126.00	$ -	$ -	$ -
Repair and Maintenance	$ -	$ 473.00	$ 473.00	$ -	$ 473.00	$ 473.00	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:									
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ 630.50	$ 630.50	$ -	$ 430.50	$ 430.50	$ -	$ 200.00	$ 200.00
6. Travel	$ 1,978.50	$ -	$ 1,978.50	$ 1,386.50	$ -	$ 1,386.50	$ 592.00	$ -	$ 592.00
7. Occupancy	$ -	$ 3,462.00	$ 3,462.00	$ -	$ 1,712.00	$ 1,712.00	$ -	$ 1,750.00	$ 1,750.00
8. Current Expenses									
Telephone	$ -	$ 516.00	$ 516.00	$ -	$ 266.00	$ 266.00	$ -	$ 250.00	$ 250.00
Postage	$ -	$ 150.00	$ 150.00	$ -	$ 150.00	$ 150.00	$ -	$ -	$ -
Subscriptions - Special Ed Publication	$ 933.00	$ -	$ 933.00	$ 683.00	$ -	$ 683.00	$ 250.00	$ -	$ 250.00
Audit and Legal	$ -	$ 166.50	$ 166.50	$ -	$ 166.50	$ 166.50	$ -	$ -	$ -
Insurance -Professional Liability	$ 245.00	$ -	$ 245.00	$ 245.00	$ -	$ 245.00	$ -	$ -	$ -
Insurance - Business	$ -	$ 111.50	$ 111.50	$ -	$ 111.50	$ 111.50	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training-Youth Law Conf.	$ 900.00	$ -	$ 900.00	$ 675.00	$ -	$ 675.00	$ 225.00	$ -	$ 225.00
12. Subcontracts/Agreements	$ 300.00	$ -	$ 300.00	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -
13. Other (specific details mandatory):									
Contract Svces for IT Management & Repair	$ -	$ 620.00	$ 620.00	$ -	$ 620.00	$ 620.00	$ -	$ -	$ -
Retirement Plan & FSA Fees	$ -	$ 219.50	$ 219.50	$ -	$ 219.50	$ 219.50	$ -	$ -	$ -
Client Legal Costs	$ 1,150.50	$ -	$ 1,150.50	$ 1,150.50	$ -	$ 1,150.50	$ -	$ -	$ -
NH Bar Dues	$ 163.50	$ -	$ 163.50	$ 163.50	$ -	$ 163.50	$ -	$ -	$ -
Indirect Costs for EH Grant	$ -	$ 8,759.00	$ 8,759.00	$ -	$ 8,759.00	$ 8,759.00			
Balance of Indirect Costs for DCYF Grant	$ -	$ 1,088.00	$ 1,088.00	$ -	$ 1,088.00	$ 1,088.00	$ -	$ -	$ -
TOTAL	**$ 47,737.50**	**$ 16,322.00**	**$ 64,059.50**	**$ 27,178.50**	**$ 14,122.00**	**$ 41,300.50**	**$ 20,559.00**	**$ 2,200.00**	**$ 22,759.00**
Indirect As A Percent of Direct		34.2%							

Contractor Initials: LMP
Date: 3/3/16

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.

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

Contractor Initials LMP
Date 3/3/16

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name: New Hampshire Legal Assistance

3/3/16
Date

Lynne M Porter
Name: Lynne. M. Porter
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

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

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

Contractor Name:

3/3/16
Date

Lynne M Parker
Name: Lynne M. Parker
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: New Hampshire Legal Assistance

3/3/16
Date

Lynne M Parker
Name: Lynne M. Parker
Title: Executive Director

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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: New Hampshire Legal Assistance

3/3/14
Date

Lynne M Parker
Name: Lynne M. Parker
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: New Hampshire Legal Assistance

3/3/16
Date

Lynne M Porter
Name: Lynne M. Porter
Title: Executive Director

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

NH DHHS. DCYF	New Hampshire Legal Assistance
The State	Name of the Contractor
Lorraine Bartlett	Lynne M Parker
Signature of Authorized Representative	Signature of Authorized Representative
LORRAINE BARTLETT	Lynne M. Parker
Name of Authorized Representative	Name of Authorized Representative
DCYF DIRECTOR	Executive Director
Title of Authorized Representative	Title of Authorized Representative
4-6-2016	3/3/16
Date	Date

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

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

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

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

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

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

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

Contractor Name: New Hampshire Legal Assistance

3/3/16
Date

Lynne M Parker
Name: Lynne M. Parker
Title: Executive Director

FORM A

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

1. The DUNS number for your entity is: 112141080000

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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 LEGAL ASSISTANCE is a New Hampshire nonprofit corporation formed April 20, 1971. 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 8th day of April, A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Samantha Elliott, 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 Legal Assistance.
(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 11/18/2015:
(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 3 day of March, 2016.
(Date Contract Signed)

4. Lynne M. Parker is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 3rd day of March, 2016,

By Samantha Elliott.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 9/17/19

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/29/2016

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

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

PRODUCER	CONTACT NAME: Cathleen L'Hommedieu
FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: clhommedieu@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hanover Insurance Group, Inc.	22292
INSURER B: Citizens Ins Co of America	31534
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
NEW HAMPSHIRE LEGAL ASSISTANCE INC.
117 N. STATE STREET
CONCORD NH 03301

COVERAGES **CERTIFICATE NUMBER:** 15-16 All lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			OHV9596253	7/1/2015	7/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			OHV9596253	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			OHV9596253	7/1/2015	7/1/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WBV9596241 (3a.) NH All officers included	7/2/2015	7/2/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

NH Department of Health and Human Service
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

Jill Charnley/JSC

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NEW HAMPSHIRE LEGAL ASSISTANCE
LEGAL ADVICE & REFERRAL CENTER

OUR VISION, MISSION, AND VALUES

OUR VISION is that the low-income people of New Hampshire will have their voices heard in the courtrooms and other legal and policy-making arenas of our state when their shelter, health care, subsistence income, education, custody of their children, safety from abuse, or other basic needs are at stake.

OUR MISSION is to fulfill America's promise of equal justice by providing civil legal services to New Hampshire's poor, including education and empowerment, advice, representation, and advocacy for systemic change.

OUR VALUES

- A justice system accessible to all is a core element of our democracy's social contract that binds everyone in our state together in a web of rights and responsibilities.

- If the justice system is to operate effectively and fairly, vigorous and skillful legal advocacy should be available to those who cannot purchase it in legal disputes in which their basic needs are at stake.

- The legal aid network, the private bar, and the judiciary have a particular obligation to promote these ideals and to lead efforts to persuade our political institutions to provide the necessary resources to put these principles into practice.

- Legal advocacy to assist individuals with day-to-day legal issues and systemic advocacy to address the underlying causes of poverty are complementary strategies in a comprehensive and effective legal aid system.

- Client needs should drive the New Hampshire legal aid system and legal services should be provided in a manner that respects the dignity and value of low-income people.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.

Financial Statements

December 31, 2014 and 2013

and

Independent Auditor's Report

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
FINANCIAL STATEMENTS
December 31, 2014 and 2013

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VACHON CLUKAY
& COMPANY PC

CERTIFIED PUBLIC ACCOUNTANTS
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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
New Hampshire Legal Assistance, Inc.

We have audited the accompanying financial statements of New Hampshire Legal Assistance, Inc. (a nonprofit organization), which comprise the statements of financial position as of December 31, 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 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 Legal Assistance, Inc., as of December 31, 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 audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional expenses and the combining statements of financial position and combining statements of activities 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 consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the 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 Clukay & Company PC

Manchester, New Hampshire
March 26, 2015

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Financial Position
December 31, 2014 and 2013

ASSETS

	2014	2013
CURRENT ASSETS:		
Cash	$ 1,215,945	$ 963,383
Investments	500,953	500,488
Grants and contracts receivable	1,006,926	877,785
Contributions receivable	38,527	53,238
Prepaid expenses	38,383	49,049
Security deposits	13,850	12,300
TOTAL CURRENT ASSETS	2,814,584	2,456,243
NONCURRENT ASSETS:		
Contributions receivable	15,000	20,000
Land, building and equipment (net)	255,587	268,302
Law library	29,424	29,424
TOTAL NONCURRENT ASSETS	300,011	317,726
TOTAL ASSETS	$ 3,114,595	$ 2,773,969

LIABILITIES & NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 55,560	$ 29,474
Accrued expenses	113,798	112,638
Deferred revenue	50,000	38,938
Deposits	46,128	49,505
Current portion of note payable	12,000	12,000
TOTAL CURRENT LIABILITIES	277,486	242,555
NONCURRENT LIABILITIES		
Note payable, less current portion	53,000	65,000
TOTAL NONCURRENT LIABILITIES	53,000	65,000
TOTAL LIABILITIES	330,486	307,555
NET ASSETS		
Unrestricted	997,798	964,790
Temporarily restricted	1,786,311	1,501,624
TOTAL NET ASSETS	2,784,109	2,466,414
TOTAL LIABILITIES AND NET ASSETS	$ 3,114,595	$ 2,773,969

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Activities
For the Years Ended December 31, 2014 and 2013

	2014	2013
CHANGES IN UNRESTRICTED NET ASSETS		
SUPPORT AND REVENUE:		
New Hampshire Bar Foundation - IOLTA	$ 327,833	$ 268,331
Government Grants and Contracts	787,924	1,039,969
United Ways	128,692	132,959
Contributions - Foundations and Other	198,496	317,346
Contributions - Campaign for Legal Services	218,745	174,146
Case Revenue	142,797	163,625
Investment income	4,243	2,870
Net assets released from restrictions	1,501,624	1,162,384
TOTAL UNRESTRICTED SUPPORT AND REVENUE	3,310,354	3,261,630
EXPENSES		
Program services:		
Domestic violence project	328,941	429,806
Housing justice project	632,937	537,305
Senior citizens' law project	191,571	259,655
Youth law project	239,099	142,547
Other civil legal services	1,131,434	1,251,620
Total program services	2,523,982	2,620,933
Supporting services:		
Fund raising	210,734	198,420
Management and general	542,630	531,143
Total supporting services	753,364	729,563
TOTAL EXPENSES	3,277,346	3,350,496
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	33,008	(88,866)
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS		
New Hampshire Bar Foundation - IOLTA	234,167	191,669
Government Grants and Contracts	1,498,896	1,185,127
United Ways	33,250	32,438
Contributions	19,998	92,390
Temporarily restricted net assets released from restrictions	(1,501,624)	(1,162,384)
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	284,687	339,240
CHANGE IN NET ASSETS	317,695	250,374
NET ASSETS - January 1	2,466,414	2,216,040
NET ASSETS - December 31	$ 2,784,109	$ 2,466,414

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Cash Flows
For the Years Ended December 31, 2014 and 2013

	2014	2013
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 317,695	$ 250,374
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	20,338	39,056
Net effect of changes in:		
Receivables	(109,430)	(60,596)
Prepaid expenses	10,666	(28,360)
Accounts payable	26,086	(36,781)
Accrued expenses	1,160	(92,693)
Deferred revenue	11,062	(26,041)
Deposits	(3,377)	(16,616)
Security deposits	(1,550)	
Net cash provided by operating activities	272,650	28,343
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(7,623)	(8,624)
Purchase of investments	(465)	
Redemption of investments		99,928
Net cash provided (used) by investing activities	(8,088)	91,304
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on note payable	(12,000)	(12,000)
Net cash (used) by financing activities	(12,000)	(12,000)
NET INCREASE IN CASH	252,562	107,647
CASH - January 1	963,383	855,736
CASH - December 31	$ 1,215,945	$ 963,383

See notes to financial statements

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

New Hampshire Legal Assistance, Inc. is a non-profit entity organized for the purpose of providing legal assistance to persons financially unable to afford legal assistance in the State of New Hampshire.

The accounting policies of New Hampshire Legal Assistance, Inc. conform to accounting principles generally accepted in the United States of America as applicable to nonprofit entities except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Entity 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, based upon the existence or absence of donor-imposed restrictions.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. Contributions that are restricted by the donor are 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.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and other cash accounts with a maturity of 90 days or less.

Investments

Investments, which consist principally of money market accounts, are carried at market value at December 31, 2014 and 2013.

Contributions Receivable

Unconditional pledges are recorded as made. These amounts are recorded at the present value of the estimated fair value. Conditional pledges are recognized only when the conditions on which they depend

are substantially met and the pledges become unconditional. Contributions receivables are collectible as follows:

	Total	0-1 Years	1-5 Years
Contributions receivable	$ 53,527	$ 38,527	$ 15,000

Land, Building and Equipment

Property and equipment is recorded at cost for purchased items and at estimated fair value for donated items and is summarized as follows:

	2014	2013
Land	$ 10,000	$ 10,000
Building	421,175	415,421
Equipment	277,555	275,686
	708,730	701,107
Less Accumulated Depreciation	(453,143)	(432,805)
	$ 255,587	$ 268,302

Depreciation is computed using the straight-line method over estimated three to ten year lives for equipment and ten to forty year lives for the building and improvements.

Expenditures for repairs and maintenance are expensed when incurred and betterments with a useful life in excess of two years are capitalized.

Depreciation expense was $20,338 and $39,056 for December 31, 2014 and 2013, respectively.

Law Library

The Entity capitalized the original cost of materials in its library and estimates the salvage value to approximate original cost; consequently, depreciation expense is not recorded. Updates to the law library are expensed as incurred.

Bad Debts

The Entity uses the reserve method for accounting for bad debts. No provision has been recorded for bad debts as of December 31, 2014 and 2013 because the Entity believes that all outstanding receivables are fully collectible.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures during the reporting period. Actual results could differ from those estimates.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying statements of activities. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited, based primarily on percentage allocations calculated based on hours worked.

Fund Raising Activities

Fund raising expenses represent the allocated cost of the Campaign for Legal Services. (See Note 13). The distributions of Campaign donations to the Entity's two Campaign partner agencies are shown as fundraising expenses because the Entity pays out this money but they are not typical, out-of-pocket expenses. These distributions totaled $77,052 and $80,845 in 2014 and 2013, respectively.

Fair Value of Financial Instruments

Cash and cash equivalents, accounts receivable, 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 that could be realized upon immediate liquidation.

NOTE 2--INVESTMENTS

Fair Value Measurements

The Entity reports under the Fair Value Measurements pronouncements of the FASB Accounting Standards Codification (FASB ASC 820-10), 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 Entity 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.

Unit investment equities: Valued at the closing price reported on the active market on which the individual securities are traded.

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 Entity 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 Entity's assets at fair value as of December 31, 2014 and 2013:

Assets at Fair Value as of December 31, 2014				
	Level 1	Level 2	Level 3	Total
Cash Management Funds	$ 498,614			$ 498,614
Unit Investment Equities	2,339			2,339
Total assets at fair value	$ 500,953	$ -	$ -	$ 500,953

Assets at Fair Value as of December 31, 2013				
	Level 1	Level 2	Level 3	Total
Cash Management Funds	$ 497,665			$ 497,665
Unit Investment Equities	2,823			2,823
Total assets at fair value	$ 500,488	$ -	$ -	$ 500,488

Investment Valuation and Income Recognition

The Entity's investments as of December 31, 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 Entity 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 unit investment equities, 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 December 31, 2014 and 2013:

	Market Value 2014	Market Value 2013
Cash management funds	$ 498,614	$ 497,665
Unit investment equities	2,339	2,823
	$ 500,953	$ 500,488

NOTE 3--GRANTS AND CONTRACTS RECEIVABLE

Grants and contracts receivable, by funding category, consist of the following at December 31, 2014 and 2013:

	2014	2013
Government Grants and Contracts	$ 683,697	$ 606,481
New Hampshire Bar Foundation - IOLTA	281,000	230,000
United Way	42,229	41,304
	$ 1,006,926	$ 877,785

NOTE 4--NOTE PAYABLE

Notes payable at December 31, 2014 and 2013 consist of the following:

	2014	2013
Promissory note payable, due July 2020 with monthly payments of $1,000.	$ 65,000	$ 77,000

This note payable is a result of a legal settlement agreement. The Entity will make monthly payments of $1,000, with no interest, through July 2020. Also as part of the settlement agreement, the other company will be making $5,000 payments beginning April 30, 2013 over 6 years totaling $30,000 to the Campaign for Legal Services.

Scheduled maturities of notes payable for the next five years are:

Year Ended December 31,	Amount
2015	$ 12,000
2016	12,000
2017	12,000
2018	12,000
2019	12,000

Line of Credit

The Entity has a revolving line of credit with its primary bank for $500,000. At December 31, 2014 and 2013 the balance was $0.

NOTE 5--VACATION LEAVE

Accumulated earned vacation leave at December 31, 2014 and 2013 was $89,911 and $91,122, respectively. Earned vacation time is contingent upon employees taking vacation and is not generally paid out in cash, except for the termination of employees.

NOTE 6--PENSION PLAN

The Entity operates a 401(k) retirement plan and under this plan's "safe harbor" rules, the Entity contributes 3% of all employees' salaries to the plan. The Entity has discretion under the plan to make a higher level of contribution, and in 2014 and 2013, The Entity's discretionary contribution was 2% of all employees' salaries. Contributions totaled $98,267 and $101,658, in 2014 and 2013, respectively. Employees can also make additional voluntary tax-deferred contributions up to the limits provided by the law.

NOTE 7--TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets represent contributions for civil legal services as of December 31, 2014 and 2013 whose use has been limited by the donors as to purpose and future time periods and are as follows:

	2014	2013
New Hampshire Bar Foundation - IOLTA	$ 234,167	$ 191,669
State of New Hampshire	600,000	550,000
State of New Hampshire - Foreclosure Settlement	898,896	635,127
United Way	33,250	32,438
Contributions	19,998	92,390
	$ 1,786,311	$ 1,501,624

NOTE 8--LEASE COMMITMENTS

The Entity leases its current Manchester, New Hampshire office building under an agreement that commenced October 1, 2014 and ends September 30, 2019. The Entity leases its Concord, New Hampshire office under an agreement that commenced November 19, 2014 and ends November 18, 2019. In all of these leases there is a provision that would allow the Entity to terminate the lease before the end of the term in the event of a funding reduction. Rental expense for the leases was $170,593 and $172,638 for the years ended December 31, 2014 and 2013, respectively.

The following is a schedule, by years, of future minimum payments for operating leases:

Year Ended December 31,	Annual Lease Commitments
2015	$ 135,338
2016	136,810
2017	139,113
2018	141,466
2019	119,122
	$ 671,849

NOTE 9--INCOME TAXES

The Entity is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Entity has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code.

The FASB adopted Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* which requires the Entity to report uncertain tax positions for financial reporting purposes. It prescribes rules regarding how the Entity should recognize, measure and disclose in its financial statements, tax positions that were taken or will be taken on the Entity'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 Entity had no uncertain tax positions as of December 31, 2014 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

The Entity's tax returns are subject to examination by taxing authorities for a period of three years from the date they were filed. As of December 31, 2014, the tax years 2013, 2012 and 2011 remain subject to possible examination by major tax jurisdictions.

NOTE 10--CASE REVENUE

The Entity receives a regular stream of case revenue from fees in Social Security and SSI disability cases. These fee awards must be approved by the Social Security Administration Administrative Law Judge. From time to time the Entity also receives larger attorney fee awards in individual and class action cases. These class action fee awards are episodic and it is not possible to predict in advance their amounts or the dates they will be received. Rather than spending these entire awards in the year they are received, the Entity allocates them over a period of years to avoid wide fluctuations in staff size.

NOTE 11--ECONOMIC DEPENDENCY

For the years ended December 31, 2014 and 2013, approximately 36% and 28% of total support and revenue was derived from an appropriation from the State of New Hampshire. The discontinuation of the State appropriation would result in a decrease in services provided by the Entity, until alternative revenues could be obtained.

NOTE 12--SIGNIFICANT CONCENTRATIONS OF CREDIT RISK

The Entity maintains its cash balances in one financial institution. The balances are insured by the Federal Deposit Insurance Corporation up to a total of $250,000. The Entity has entered into a collateralization agreement with the bank to sweep funds into a repurchase agreement. These funds are collateralized by securities held by the Federal Reserve in the bank's name. At December 31, 2014 and 2013 the amount of funds collateralized by the bank was $1,047,656 and $725,762, respectively. At December 31, 2013, the Entity's uninsured cash balance was $46,957.

NOTE 13--CAMPAIGN FOR LEGAL SERVICES

In June 2005, the Entity assumed administration of the Campaign for Legal Services (the Campaign) from the New Hampshire Bar Foundation. The Campaign is a joint fundraising effort on behalf of the Entity, the Legal Advice and Referral Center (LARC) and the Pro Bono Referral Program of the New Hampshire Bar Association (Pro Bono), all not-for-profit entities providing civil legal services to low-income people. Revenue and expenses of these activities have been reported as contributions received and made and as fund raising expenses in these financial statements. The Campaign had total revenue of $238,760 and $266,569 and total expenses of $100,052 and $82,221 in 2014 and 2013 respectively. The distributions to the Campaign partners totaled $211,100 and $221,495 in 2014 and 2013 respectively. 2013 revenue consisted of revenue raised in 2013, plus a portion of 2012 revenue that became available for distribution in early 2013. The Entity received $134,049 and $140,650, LARC received $45,387 and $47,621, and Pro Bono received $31,665 and $33,224 in distributions in 2014 and 2013 respectively.

NOTE 14--CONTINGENCIES

The Entity receives funds under contracts from State and Federal sources, which require that the Entity 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 Entity 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 December 31, 2014 and 2013.

NOTE 15--SUBSEQUENT EVENTS

Subsequent events have been evaluated through March 26, 2015, which is the date the financial statements were available to be issued.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Schedules of Functional Expenses
For the Years Ended December 31, 2014 and 2013

December 31, 2014	Program Services						Supporting Services			
	Domestic Violence Project	Housing Justice Project	Senior Citizens' Law Project	Youth Law Project	Other Civil Legal Services	Total	Fund Raising	Management and General	Total	Combined Total
Salaries	$ 202,496	$ 407,788	$ 119,649	$ 124,485	$ 727,910	$ 1,582,328	$ 65,774	$ 315,843	$ 381,617	$ 1,963,945
Payroll taxes	17,677	35,609	10,217	10,432	57,052	130,987	5,654	27,149	32,803	163,790
Employee benefits	43,715	87,078	24,357	25,155	141,782	322,087	13,388	64,290	77,678	399,765
Space and occupancy	20,955	37,148	9,614	13,171	72,429	153,317	6,754	46,960	53,714	207,031
Office supplies and expenses	3,188	7,222	2,428	2,189	11,912	26,939	4,406	11,175	15,581	42,520
Postage	951	1,735	463	626	3,634	7,409	430	1,640	2,070	9,479
Equipment rental and maintenance	2,251	3,974	1,055	1,435	7,726	16,441	705	4,545	5,250	21,691
Communications	2,928	5,378	1,435	1,951	12,672	24,364	984	5,032	6,016	30,380
Library	4,347	7,387	1,960	4,391	17,210	35,295		266	266	35,561
Training and meetings	1,457	5,022	9,230	3,776	2,011	21,496	11,826	5,923	17,749	39,245
Insurance	2,028	3,577	930	1,281	6,942	14,758	201	6,853	7,054	21,812
Dues and fees	1,335	1,899	473	1,048	3,560	8,315	285	1,070	1,355	9,670
Litigation expenses	9,954	4,416	1,231	2,048	12,656	30,305				30,305
Temporaries/contract services	5,271	9,824	2,502	38,103	16,888	72,588	22,266	40,994	63,260	135,848
Sub-Grants		5,147	2,033	1,330	6,080	14,590				14,590
Travel	9,166	7,561	3,425	6,899	10,606	37,657	618	1,609	2,227	39,884
Distributions to Campaign Partners							77,052		77,052	77,052
Other expenses	1,222	2,172	569	779	4,664	9,406	391	4,643	5,034	14,440
Depreciation					15,700	15,700		4,638	4,638	20,338
Total functional expenses	$ 328,941	$ 632,937	$ 191,571	$ 239,099	$ 1,131,434	$ 2,523,982	$ 210,734	$ 542,630	$ 753,364	$ 3,277,346

December 31, 2013	Program Services						Supporting Services			
	Domestic Violence Project	Housing Justice Project	Senior Citizens' Law Project	Youth Law Project	Other Civil Legal Services	Total	Fund Raising	Management and General	Total	Combined Total
Salaries	$ 226,428	$ 332,540	$ 173,450	$ 82,100	$ 815,747	$ 1,630,265	$ 68,317	$ 319,484	$ 387,801	$ 2,018,066
Payroll taxes	20,128	32,328	14,964	7,192	62,885	137,497	6,292	25,872	32,164	169,661
Employee benefits	47,449	75,749	36,172	16,819	155,405	331,594	9,596	68,455	78,051	409,645
Space and occupancy	23,556	34,158	14,240	9,062	73,737	154,753	6,662	49,946	56,608	211,361
Office supplies and expenses	2,280	3,629	1,883	869	5,513	14,174	4,501	5,810	10,311	24,485
Postage	1,195	1,947	723	459	4,214	8,538	432	2,283	2,715	11,253
Equipment rental and maintenance	2,213	3,200	1,365	851	7,323	14,952	625	4,255	4,880	19,832
Communications	3,323	4,842	1,994	1,298	11,858	23,315	935	5,301	6,236	29,551
Library	3,020	4,397	1,996	2,901	16,386	28,700		180	180	28,880
Training and meetings	1,071	1,737	701	1,704	15,292	20,505	175	5,485	5,660	26,165
Insurance	2,471	3,590	1,498	966	7,972	16,497	564	7,236	7,800	24,297
Dues and fees	1,966	2,825	1,600	787	6,012	13,190		2,212	2,212	15,402
Litigation expenses	13,343	4,636	1,542	610	3,412	23,543				23,543
Temporaries/contract services	4,691	6,907	2,972	1,890	17,758	34,218	12,313	23,142	35,455	69,673
Sub-Grants	63,494	16,621		8,925		89,040				89,040
Travel	11,819	6,270	3,670	5,596	12,445	39,800	309	1,705	2,014	41,814
Distributions to Campaign Partners							80,845		80,845	80,845
Other expenses	1,359	1,929	885	518	4,338	9,029	6,854	2,044	8,898	17,927
Depreciation					31,323	31,323		7,733	7,733	39,056
Total functional expenses	$ 429,806	$ 537,305	$ 259,655	$ 142,547	$ 1,251,620	$ 2,620,933	$ 198,420	$ 531,143	$ 729,563	$ 3,350,496

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statements of Financial Position
December 31, 2014

ASSETS	New Hampshire Legal Assistance	Campaign for Legal Services	Eliminations	Total
CURRENT ASSETS:				
Cash	$ 1,097,212	$ 118,733		$ 1,215,945
Investments	500,953			500,953
Grants and contracts receivable	1,117,175		$ (110,249)	1,006,926
Contributions receivable		38,527		38,527
Prepaid expenses	38,383			38,383
Security deposits	13,850			13,850
TOTAL CURRENT ASSETS	2,767,573	157,260	(110,249)	2,814,584
NONCURRENT ASSETS:				
Contributions receivable		15,000		15,000
Land, building and equipment (net)	255,587			255,587
Law library	29,424			29,424
TOTAL NONCURRENT ASSETS	285,011	15,000	-	300,011
TOTAL ASSETS	$ 3,052,584	$ 172,260	$ (110,249)	$ 3,114,595
LIABILITIES & NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	$ 13,549	$ 152,260	$ (110,249)	$ 55,560
Accrued expenses	113,798			113,798
Deferred revenue	50,000			50,000
Deposits	46,126	2		46,128
Current portion of note payable	12,000			12,000
TOTAL CURRENT LIABILITIES	235,473	152,262	(110,249)	277,486
NONCURRENT LIABILITIES				
Note payable, less current portion	53,000			53,000
TOTAL NONCURRENT LIABILITIES	53,000	-	-	53,000
TOTAL LIABILITIES	288,473	152,262	(110,249)	330,486
NET ASSETS				
Unrestricted	997,798			997,798
Temporarily restricted	1,766,313	19,998		1,786,311
TOTAL NET ASSETS	2,764,111	19,998	-	2,784,109
TOTAL LIABILITIES AND NET ASSETS	$ 3,052,584	$ 172,260	$ (110,249)	$ 3,114,595

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statements of Financial Position
December 31, 2013

ASSETS	New Hampshire Legal Assistance	Campaign for Legal Services	Eliminations	Total
CURRENT ASSETS:				
Cash	$ 943,855	$ 19,528		$ 963,383
Investments	500,488			500,488
Grants and contracts receivable	878,159		$ (374)	877,785
Contributions receivable		53,238		53,238
Prepaid expenses	49,049			49,049
Security deposits	12,300			12,300
TOTAL CURRENT ASSETS	2,383,851	72,766	(374)	2,456,243
NONCURRENT ASSETS:				
Contributions receivable		20,000		20,000
Land, building and equipment (net)	268,302			268,302
Law library	29,424			29,424
TOTAL NONCURRENT ASSETS	297,726	20,000	-	317,726
TOTAL ASSETS	$ 2,681,577	$ 92,766	$ (374)	$ 2,773,969
LIABILITIES & NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	$ 29,474	$ 374	$ (374)	$ 29,474
Accrued expenses	112,638			112,638
Deferred revenue	38,938			38,938
Deposits	49,503	2		49,505
Current portion of note payable	12,000			12,000
TOTAL CURRENT LIABILITIES	242,553	376	(374)	242,555
NONCURRENT LIABILITIES				
Note payable, less current portion	65,000			65,000
TOTAL NONCURRENT LIABILITIES	65,000	-	-	65,000
TOTAL LIABILITIES	307,553	376	(374)	307,555
NET ASSETS				
Unrestricted	964,790			964,790
Temporarily restricted	1,409,234	92,390		1,501,624
TOTAL NET ASSETS	2,374,024	92,390	-	2,466,414
TOTAL LIABILITIES AND NET ASSETS	$ 2,681,577	$ 92,766	$ (374)	$ 2,773,969

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statements of Activities
For the Year Ended December 31, 2014

	New Hampshire Legal Assistance	Campaign for Legal Services	Eliminations	Total
CHANGES IN UNRESTRICTED NET ASSETS				
SUPPORT AND REVENUE:				
New Hampshire Bar Foundation - IOLTA	$ 327,833			$ 327,833
Government Grants and Contracts	787,924			787,924
United Ways	128,692			128,692
Contributions - Foundations	196,373		$ 2,123	198,496
Contributions - Campaign for Legal Services	134,049	$ 218,745	(134,049)	218,745
Reimbursement of campaign expenses	101,328		(101,328)	-
Case Revenue	142,797			142,797
Investment income	4,226	17		4,243
Net assets released from restrictions	1,409,234	92,390		1,501,624
TOTAL UNRESTRICTED SUPPORT AND REVENUE	3,232,456	311,152	(233,254)	3,310,354
EXPENSES				
Program services:				
Domestic violence project	328,941			328,941
Housing justice project	632,937			632,937
Senior citizens' law project	191,571			191,571
Youth law project	239,099			239,099
Other civil legal services	1,131,434			1,131,434
Total program services	2,523,982	-	-	2,523,982
Supporting services:				
Fund raising	210,734	100,052	(100,052)	210,734
Management and general	464,732	211,100	(133,202)	542,630
Total supporting services	675,466	311,152	(233,254)	753,364
TOTAL EXPENSES	3,199,448	311,152	(233,254)	3,277,346
INCREASE IN UNRESTRICTED NET ASSETS	33,008	-	-	33,008
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS				
New Hampshire Bar Foundation - IOLTA	234,167			234,167
Government Grants and Contracts	1,498,896			1,498,896
United Ways	33,250			33,250
Contributions		19,998		19,998
Temporarily restricted net assets released from restrictions	(1,409,234)	(92,390)		(1,501,624)
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	357,079	(72,392)	-	284,687
CHANGE IN NET ASSETS	390,087	(72,392)	-	317,695
NET ASSETS - January 1	2,374,024	92,390	-	2,466,414
NET ASSETS - December 31	$ 2,764,111	$ 19,998	$ -	$ 2,784,109

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statements of Activities
For the Year Ended December 31, 2013

	New Hampshire Legal Assistance	Campaign for Legal Services	Eliminations	Total
CHANGES IN UNRESTRICTED NET ASSETS				
SUPPORT AND REVENUE:				
New Hampshire Bar Foundation - IOLTA	$ 268,331			$ 268,331
Government Grants and Contracts	1,039,969			1,039,969
United Ways	132,959			132,959
Contributions - Foundations	315,894		$ 1,452	317,346
Contributions - Campaign for Legal Services	140,649	$ 174,146	(140,649)	174,146
Reimbursement of campaign expenses	83,069		(83,069)	-
Case Revenue	163,625			163,625
Investment income	2,836	34		2,870
Net assets released from restrictions	1,032,848	129,536		1,162,384
TOTAL UNRESTRICTED SUPPORT AND REVENUE	3,180,180	303,716	(222,266)	3,261,630
EXPENSES				
Program services:				
Domestic violence project	429,806			429,806
Housing justice project	537,305			537,305
Senior citizens' law project	259,655			259,655
Youth law project	142,547			142,547
Other civil legal services	1,251,620			1,251,620
Total program services	2,620,933	-	-	2,620,933
Supporting services:				
Fund raising	198,420	82,221	(82,221)	198,420
Management and general	449,693	221,495	(140,045)	531,143
Total supporting services	648,113	303,716	(222,266)	729,563
TOTAL EXPENSES	3,269,046	303,716	(222,266)	3,350,496
(DECREASE) IN UNRESTRICTED NET ASSETS	(88,866)	-	-	(88,866)
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS				
New Hampshire Bar Foundation - IOLTA	191,669			191,669
Government Grants and Contracts	1,185,127			1,185,127
United Ways	32,438			32,438
Contributions		92,390		92,390
Temporarily restricted net assets released from restrictions	(1,032,848)	(129,536)		(1,162,384)
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	376,386	(37,146)	-	339,240
CHANGE IN NET ASSETS	287,520	(37,146)	-	250,374
NET ASSETS - January 1	2,086,504	129,536	-	2,216,040
NET ASSETS - December 31	$ 2,374,024	$ 92,390	$ -	$ 2,466,414

NEW HAMPSHIRE LEGAL ASSISTANCE Board of Directors 2015 (revised 5-15-2015)

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NEW HAMPSHIRE LEGAL ASSISTANCE Board of Directors 2015 (revised 5-15-2015)

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DENISE WEBB		46 Shaefer Circle, Hudson, NH 03051	cell: 603-345-7180	sjatwebb@yahoo.com

Megan E. Dillon

Profile

Accomplished paralegal/administrative professional with a Bachelor's Degree from Roger Williams University. Looking for employment with a non-profit or charitable organization that would incorporate legal or other forms of advocacy for the benefit of individuals/families. 8+ years experience in both corporate and non-profit firms. Praised for interpersonal skills in dealing with both clients and adverse agencies. Highly organized and motivated. Strong multi-tasking, writing and communication skills. Exercised independent judgment demonstrated by successfully representing disabled individuals in over 200 claims for Social Security Disability and Medicaid benefits while also performing support work for multiple attorneys. Demonstrated creativity and motivation by organizing employee participation in fundraising events to gain over $10,000 in donations to support our legal advocacy work.

Experience

Paralegal Advocate, New Hampshire Legal Assistance, Manchester, NH 2007-Present

Paralegal advocate for the non-profit legal firm of New hampshire Legal Assistance. Responsible for representing low income individuals/families in appeal claims for the denial of Social Security and Medicaid benefits. Responsible for collecting medical evidence, drafting opening/closing statements, drafting direct testimony exam questions and representing clients at administrative appeal hearings as their primary advocate. Also responsible for performing support work for 2-3 attorneys including drafting record requests, interviewing clients, legal research, compiling data for grant reports, and organizing presentations/conferences for area agencies. Responsible for organizing a statewide conference hosted by our organization to meet grant obligations under the Department of Housing and Urban Development in May 2010.

Paralegal, Sheehan, Phinney, Bass &Green, Manchester, NH 2006-2007

Maintain phone calls, calendars, and billing for five attorneys. Draft client correspondence and legal documents (i.e. Memos, Purchase and Sales Agreements, Annual Meeting Minutes, Employment Contracts, etc.). Perform conflict checks using Elite and open new client matters. Maintain and update filing system using Microsoft Word, Excel and Elite. Assist in set up for presentations and conferences. Cover for main reception when requested.

Courtroom Clerk II, Concord District Court, Concord, NH 2003-2006

Facilitate courtroom proceedings for daily arraignment and trial sessions. Operate and maintain recording equipment for video arraignments from the Merrimack County House of Corrections and other facilities. Train new employees in courtroom procedure and use of recording equipment. Daily interaction with the public in both criminal and civil matters. Open new case files and maintain court docket and filing system. Take oaths and notarize criminal complaints as a Justice of the Peace.

Administrative Assistant, Windsor Brook Property Advisors, Dover, NH Summer- 2003

Maintained and organized various real estate property files. Recorded and updated account balances for rental properties using Microsoft Excel. Provided assistance in design and distribution of pamphlets to advertise various properties. Calculated square footage and surveyed suites for repairs and improvements. Answered phones.

Education

Roger Williams University, Bristol, RI– B.S in Criminal Justice, Minor, Psychology 2003

Telephone (603) 370-0726 Email meganmahoney813@gmail.com

Michelle E. Wangerin

EDUCATION

Boston College Law School — Newton, MA
Juris Doctor — *May, 2006*
Awards, Organizations and Activities: 2004 Equal Justice Works Educational Scholarship Recipient
Public Interest Law Foundation: 2005-2006 Vice President; 2006 Alumni Auction Director; 2005 Auction Director; 2004 Auction Committee, Corporate Donations Co-Chair
Immigration Law Society (2003-2004): Immigration Trips Donations Committee, Corporate Donations Chair, Public Interest Immigration Law Spring Break Trip in Miami

Dartmouth College — Hanover, NH
Bachelor of Arts, Major: Psychology, Minor: Government — *June, 2003*
Dartmouth Language Study Abroad, Berlin, Germany

EMPLOYMENT

New Hampshire Legal Assistance — Portsmouth, NH
Staff Attorney / Youth Law Project Director — *January, 2010-Present*
Provide civil legal advocacy to court involved youth at the administrative, circuit court and New Hampshire Supreme Court levels to secure necessary educational, health, and community based services. Represent youth at major school disciplinary hearings. Engage in policy advocacy to increase statewide use of evidence based practices in education and juvenile justice. Conduct local and regional trainings on interplay between special education and juvenile justice.

NH Public Defender — Concord, NH
Staff Attorney — *January, 2007-January, 2010*
Provided legal defense to indigent juveniles and adults charged with misdemeanor and felony level offenses. Trained incoming public defenders on juvenile delinquency law and dispositions. Selected to attend Juvenile Defender Leadership Summit in October 2008.

Disabilities Rights Center — Concord, NH
Law Clerk — *August 2006-January 2007*
Served as court appointed GAL for children in need of educational services. Negotiated with school districts to ensure children with disabilities receive proper educational services. Engaged in the formal complaint process with the New Hampshire Department of Education. Researched legal and policy issues in disability law areas including special education, Medicaid, and reasonable accommodations.

Boston College Legal Assistance Bureau — Waltham, MA
Legal Assistant, Women and the Law Clinic through Boston College Law School — *Fall 2005-Spring 2006*
Drafted and argued civil motions in family court. Negotiated with both attorneys and pro se parties in various areas including housing, workman's compensation claims, and domestic relations, including child custody and support. Secured SSI and SSDI benefits for clients and assisted in enforcing judgments. Filed complaint on behalf of a client to the Massachusetts Commission Against Discrimination and successfully negotiated housing transfer.

The Legal Center for People with Disabilities and Older People — Denver, CO
Special Education Department Legal Intern — *Summer 2004*
Drafted federal complaint and rebuttal for special education case. Conducted legal research and drafted memoranda on school of choice, compensatory education, IEP procedure, and discipline issues, along with a more extensive memorandum on the appropriate statute of limitations for federal complaints, due process hearings, state level review hearings, and civil actions in federal district court.

American Bar Association — Washington, DC
Commission on Mental and Physical Disabilities Department Intern — *Summer 2002*
Proofread and cite-checked for the *Mental and Physical Disability Law Reporter* and the *Handbook on Mental Disability Law*, by John Parry, J.D. and Philips Gilliam, J.D. Prepared the Reporter's 2001 Title I survey. Drafted major case headlines for Reporter. Assisted in outreach to disability law community. Updated and maintained ABA lawyer database.

Community Connections — Craig, AK
Community Living Support Assistant — *Fall 2001*
Implemented after-school behavioral and academic programs for children with autism. Aided in re-evaluating and updating obsolete programs. Provided respite relief to the families of children with autism.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michelle Wangerin	Project Director/Attorney	$76,148	20.3%	$15,464
Megan Dillon	Paralegal	$57,837	26.72%	$15,453

Subject: State Advisory Group (SAG) Community Prevention Services

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857	
1.3 Contractor Name Upper Room A Family Resource Center		1.4 Contractor Address 36 Tsienneto Road, Derry, NH 03038	
1.5 Contractor Phone Number 603-437-8477	1.6 Account Number: 072-500575-42140614	1.7 Completion Date June 30, 2017	1.8 Price Limitation $42,867
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature Brenda Guggisberg		1.12 Name and Title of Contractor Signatory Brenda Guggisberg, Interim Executive Director	

1.13 Acknowledgement: State of NH, County of Hillsborough

On Feb. 29, 2016, 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

Diane Casale

[Seal]

DIANE E. CASALE, Notary Public
My Commission Expires March 12, 2019

1.13.2 Name and Title of Notary or Justice of the Peace

DIANE CASALE, Notary

1.14 State Agency Signature Lorraine Bartlett	1.15 Name and Title of State Agency Signatory LORRAINE BARTLETT DCYF - DIRECTOR

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Megan A. Yob-Attorney On: 4/27/16

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9.DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Scope of Services

1. Services to be provided

The Contractor shall provide juvenile court diversion, delinquency prevention and intervention services that focus on behavioral health and/or disproportionate minority contact for youth up to eighteen (18) years of age which assist in the reduction of youth entering involved with the juvenile justice system. The Contractor shall:

1.1 Accept referrals from police departments. For each referral received, the Contractor shall:

1.1.1 Ensure the Diversion Coordinator conducts an intake interview with the juvenile and parent(s) within seven (7) days of receiving the referral in order to:

1.1.1.1 Gather background information.

1.1.1.2 Provide an opportunity for the juvenile to discuss the incident.

1.1.2 Determine eligibility of the juvenile in the Greater Derry Juvenile Diversion (GDJD) program.

1.1.3 Review program requirements with the juvenile and parent(s).

1.2 Schedule a contract hearing for each juvenile accepted into the Greater Derry Juvenile Diversion (GDJD) program. The Contractor shall:

1.2.1 Schedule a contract hearing for each juvenile, parent, and the Diversion Coordinator to appear before the Community Review Team.

1.2.2 Provide a Community Review Team, which shall consist of a cross section of community members who determine the plans of accountability, which may include, but not be limited to:

1.2.2.1 Restitution.

1.2.2.2 Referrals to appropriate programs, which may include one or more of the following:

1.2.2.2.1 The Adolescent Wellness Program.

1.2.2.2.2 Community Service Learning Opportunities program.

1.2.2.2.3 Shoplifting workshops.

1.2.2.2.4 Other community-based services, as needed.

1.2.2.3 Educational one-on-one workshops that address issues concerning the specific incident.

1.2.2.4 A research paper or project concentrating on the issues surrounding the incident.

1.2.2.5 A personal development project, such as a life goals timeline.

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1.2.2.6 A formal apology to parents, family members or victims.

1.2.3 Provide the contract agreement end-date to the Community Review Team, juvenile and parent(s) to be included in the contract agreement.

1.2.4 Support the Community Review Team in developing the contract agreement.

1.2.5 Present the contract agreement to the juvenile during the contract hearing.

1.3 Coordinate, schedule and facilitate a review hearing with the Community Review Team, Diversion Coordinator, juvenile and parent(s). The Contractor shall:

1.3.1 Schedule the review hearing no later than two (2) days from the contract agreement completion date.

1.3.2 Review the case for contract compliance.

1.3.3 Notify the referring police department that the case brought against the youth is formally closed if the juvenile is in compliance with the contract.

1.4 Provide an Adolescent Wellness Program which includes, but is not limited to:

1.4.1 The URParents Support Group that shall be available to the juvenile's parent(s) until the juvenile exits the program.

1.4.2 The Challenge Program that focuses on drug and alcohol education and self-awareness for juveniles.

1.4.3 Take Control workshops that focus on teenage anger management.

1.5 Provide the Community Service Learning Opportunities program in the towns of Derry, Londonderry, Sandown, Chester, and Windham. The Contractor, at a minimum, shall:

1.5.1 Collaborate with community partners to identify community service opportunities available to juveniles in the area where the offense occurred.

1.5.2 Assign community service activities that are appropriate to the offense committed.

1.5.3 Create a written community service work plan that is signed by the juvenile, his/her parents and the Contractor no later than five (5) days from the date the juvenile enters the program.

1.5.4 Keep record of the type, date, description and duration of each activity assigned to each juvenile.

1.5.5 Ensure adequate supervision is available for all community service activities.

1.5.6 Assign a writing assignment to each juvenile that includes, but is not limited to, a narrative summary regarding the impact of the community service experience on the juvenile's life.

1.5.7 Provide a written performance evaluation to the juvenile regarding community service activities completed no later than (5) days from the date of completion.

1.6 Provide Youth Education for Shoplifting (YES) workshops that focus on the impacts of shoplifting/theft, as defined in RSA 637, that include CD/Workbook home-based study materials for each juvenile to complete prior to attending a six (6) hour class.

1.7 Provide Greater Derry Family Outreach services, which include but are not limited to:

1.7.1 In-home parenting education and counseling, as needed, for families experiencing:

1.7.1.1 Problems with communication in the family.

1.7.1.2 Questions about parenting teenagers.

1.7.1.3 Feelings of isolation.

1.7.1.4 Concerns about alcohol or substance use by a juvenile.

1.7.1.5 Bullying, arguing or fighting among family members:

1.7.2 Groups and workshops that focus on parenting issues.

1.7.3 Information on other community-based services that may be available to juveniles and their families.

1.7.4 Assistance with enrollment for community based services.

1.7.5 Experienced counselors/parent educators that provide education services.

1.7.6 Flexible counseling schedules that include evening hours.

1.8 Collaboration with other community agencies and juvenile court diversion programs. The Contractor shall:

1.8.1 Provide promotional information regarding contract services to the Center for Excellence and the NH Juvenile Court Diversion Network for informational purposes.

1.8.2 Provide a detailed list of all boards, organizations, and associations that deal with juvenile mental illness issues, drug and alcohol addiction issues or other juvenile behavior issues in the Contractor's service area to the Center for Excellence and the NH Juvenile Court Diversion Network either by US mail or by e-mail. The detailed list shall include, but not be limited to, the name of the board, organization or agency, and its:

1.8.2.1 Specialty.

1.8.2.2 Telephone number.

1.8.2.3 Mailing address.

1.8.2.4 E-mail address.

1.8.2.5 Website, if applicable.

1.8.3 Provide dates, times and locations of any upcoming meetings known, to the Center for Excellence and the NH Juvenile Court Diversion Network no later than fourteen (14) days prior to the meeting.

1.8.4 Contact the Center for Excellence to obtain state accepted best practices in juvenile court diversion program operations and reporting methods.

1.9 Provide samples of any marketing materials developed for promoting contracted services to the Center for Excellence and the Division for Children, Youth and Families (DCYF). The Contractor shall:

1.9.1 Ensure marketing materials are credited to the US Department of Justice, Office of Juvenile Justice and Delinquency Prevention.

2. Reporting Requirements

2.1 In addition to any reporting requirements in Section 1 the Contractor shall:

2.1.1 Provide quarterly reports to the Division for Children, Youth and Families that include, but are not limited to:

2.1.1.1 A narrative summary of activities conducted in Section 1. The summary shall include, but not be limited to:

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

2.1.1.1.2 Barriers and challenges experienced by the Contractor during the quarter.

2.1.1.1.3 A plan to address barriers and challenges for the next quarter.

2.1.1.2 Demographic information that includes, but is not limited to:

2.1.1.2.1 Number of youth served by race, ethnicity, age and gender.

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

2.1.1.2.3 Number of youth who terminated from a program prior to program completion.

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

2.1.1.2.5 Referral source.

2.1.1.2.6 Number of youth who participated in each program component.

2.1.2 Provide quarterly reports that include backup documentation detailing actual expenditures for approved contract related activities.

2.1.2.1 Quarterly reports shall be due as follows:

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

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

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

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

3. Requirements of Delivery of Services

3.1 In addition to the reporting requirements specified in Section 2, the Contractor shall provide documented proof that, at minimum:

3.1.1 One hundred twenty-five (125) families receive services available through this Contract.

3.1.2 One hundred six (106) youth referred for services successfully complete all program requirements.

3.1.3 Thirty-six (36) juvenile community service learning opportunities are completed.

3.1.4 Four (4) YES programs are delivered.

3.1.5 Forty-five (45) contract agreements are executed and successfully completed.

3.1.6 The detailed list of boards, organizations and associations provided to the Center for Excellence within thirty (30) days of the Contract effective date.

3.1.7 One (1) marketing or promotional sample, is provided to the Center for Excellence and DCYF within thirty (30) days of the Contract effective date.

Method and Conditions Precedent to Payment

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

1. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, General Provisions Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1.

3. Payment for services shall be made as follows:

   3.1 The Contractor will submit quarterly reports as specified in Exhibit A, Scope of Services, Sections 3, with an invoice for reimbursement of actual expenses incurred during the quarter, for a total of four (4) invoices per year. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

   3.2 Invoices and reports identified in Section 3.1 must be submitted to:

   Pamela Sullivan
   Juvenile Justice Specialist
   NH Department of Health and Human Services
   Division for Children, Youth and Families
   1056 North River Road
   Manchester, NH 03104

   Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Section 3.

4. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.

5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

6. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

7. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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Exhibit B-1
Budget

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

Bidder/Program Name: The Upper Room, A Family Resource
Greater Derry Juvenile Diversion Program

Budget Request for: *State Advisory Group: Community Prevention Services* RFP # 16-DHHS-OHS-DCYF-07

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

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 99,324.00		$ 99,324.00	$ 68,405.16		$ 68,405.16	$ 30,918.84	$ -	$ 30,918.84
2. Employee Benefits	$ 16,966.00		$ 16,966.00	$ 12,363.96		$ 12,363.96	$ 4,602.04	$ -	$ 4,602.04
3. Consultants	$ -		$ -			$ -	$ -	$ -	$ -
4. Equipment:	$ -		$ -			$ -	$ -	$ -	$ -
Rental	$ -		$ -			$ -	$ -	$ -	$ -
Repair and Maintenance	$ 2,600.00		$ 2,600.00	$ 1,741.72		$ 1,741.72	$ 858.28	$ -	$ 858.28
Purchase/Depreciation	$ -		$ -			$ -	$ -	$ -	$ -
5. Supplies:	$ -		$ -			$ -	$ -	$ -	$ -
Educational	$ 7,675.00		$ 7,675.00	$ 5,140.58		$ 5,140.58	$ 2,534.42	$ -	$ 2,534.42
Lab	$ -		$ -			$ -	$ -	$ -	$ -
Pharmacy	$ -		$ -			$ -	$ -	$ -	$ -
Medical	$ -		$ -			$ -	$ -	$ -	$ -
Office	$ 1,400.00		$ 1,400.00	$ 937.75		$ 937.75	$ 462.25	$ -	$ 462.25
6. Travel	$ 600.00		$ 600.00	$ 402.20		$ 402.20	$ 197.80	$ -	$ 197.80
7. Occupancy	$ 9,080.00		$ 9,080.00	$ 8,287.51		$ 8,287.51	$ 792.49	$ -	$ 792.49
8. Current Expenses	$ -		$ -			$ -	$ -	$ -	$ -
Telephone	$ 300.00		$ 300.00	$ 208.84		$ 208.84	$ 91.16	$ -	$ 91.16
Postage	$ 600.00		$ 600.00	$ 402.20		$ 402.20	$ 197.80	$ -	$ 197.80
Subscriptions/ Publications	$ 1,200.00		$ 1,200.00	$ 803.97		$ 803.97	$ 396.03	$ -	$ 396.03
Audit and Legal		$ 2,400.00	$ 2,400.00		$ 1,607.51	$ 1,607.51		$ 792.49	$ 792.49
Insurance		$ 2,100.00	$ 2,100.00	$ -	$ 1,406.84	$ 1,406.84		$ 693.16	$ 693.16
Board Expenses		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -		$ -			$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,000.00		$ 1,000.00	$ 669.76		$ 669.76	$ 330.24	$ -	$ 330.24
12. Subcontracts/Agreements	$ -		$ -			$ -	$ -	$ -	$ -
13. Other In Kind Goods & Services:	$ 2,590.00		$ 2,590.00	$ 2,590.00		$ 2,590.00	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 143,335.00**	**$ 4,500.00**	**$ 147,835.00**	**$ 101,953.65**	**$ 3,014.35**	**$ 104,968.00**	**$ 41,381.35**	**$ 1,485.65**	**$ 42,867.00**

Indirect As A Percent of Direct 3.1%

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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.

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

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name:

2/29/16
Date

Brenda Guggisberg, Interim Executive Director
Name:
Title:

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

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

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

Contractor Name:

2/29/16
Date

Brenda Guggisberg, Interim Executive Director
Name:
Title:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Brenda Guggisberg

2/29/16
Date

Brenda Guggisberg, Interim Executive Director
Name:
Title:

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.

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.

2/29/16
Date

Contractor Name:
Brenda Guggisberg
Brenda Guggisberg, Interim Executive Director
Name:
Title:

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

2/29/16
Date

BRENDA GUGGISBERG
Name:
Title: INTERIM EXECUTIVE DIRECTOR

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

NH DHHS - DCYF	The Upper Room, A Family Resource Center
The State	Name of the Contractor
Lorraine Bartlett	Brenda Guggisberg
Signature of Authorized Representative	Signature of Authorized Representative
LORRAINE BARTLETT	Brenda Guggisberg
Name of Authorized Representative	Name of Authorized Representative
DCYF - DIRECTOR	Interim Executive Director
Title of Authorized Representative	Title of Authorized Representative
4 - 6 - 2016	2/29/16
Date	Date

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

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

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

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

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

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

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

Contractor Name:

Brenda Guggisberg

2/29/16
Date

Brenda Guggisberg, Interim Executive Director
Name:

FORM A

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

1. The DUNS number for your entity is: **966850948**

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

   _ NO _ YES

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

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

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

   _ NO _ YES

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

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

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

   Name: _ Amount: _

   Name: _ Amount: _

   Name: _ Amount: _

   Name: _ Amount: _

   Name: _ Amount: _

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Upper Room, A Family Resource Center is a New Hampshire nonprofit corporation formed July 30, 1986. 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 25th day of March A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of The Upper Room, A Family Resource Center
(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 October 27, 2015.
(Date)

RESOLVED: That Brenda Guggisberg, Interim 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 29th day of February 2016
(Date Contract Signed)

4. Gale Stanley is the duly elected secretary of The Upper Room, A Family Resource Center
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Gale Stanley
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillborough

The forgoing instrument was acknowledged before me this 29 day of Feb., 2016,

By GAIL STANLEY.
(Name of Elected Officer of the Agency)

Diane E. Casale
(Notary Public/Justice of the Peace)

DIANE E. CASALE, Notary Public
My Commission Expires March 12, 2019
(NOTARY SEAL)

Commission Expires: 3/12/2019

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/4/2016

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Michael Caruso PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: mcaruso@crossagency.com
INSURED The Upper Room a Family Resource Center 36 Tsienneto Road P.O. Box 1017 Derry NH 03038	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Citizens Ins Co of America — 31534 INSURER B: Hanover Ins Co. INSURER C: LM Insurance Corp INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 15-16 All lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			ZHV 9232702 03	7/1/2015	7/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse or Molestation Selection	$ $ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 3,000,000 1,000,000 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] HIRED AUTOS SCHEDULED AUTOS [X] NON-OWNED AUTOS			ZHV 9232702 03	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			UHV923270403	7/1/2015	7/1/2016	EACH OCCURRENCE AGGREGATE	$ $	1,000,000 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC5-31S-391028-014 (3a.) NH All officers included	7/1/2015	7/1/2016	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
A	Professional Liability			ZHV 9232702 03	7/1/2015	7/1/2016	Each Wrongful Act Aggregate		1,000,000 3,000,000

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

CERTIFICATE HOLDER

State of NH
Department of Health & Human Services
Attn: Eric D. Borrin
129 Pleasant Street
Concord, NH 03301-3857

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

Michael Caruso/JSC

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The Upper Room, A Family Resource Center

Board of Directors Meeting Minutes – October 27, 2015

MISSION STATEMENT: Providing people with the services and resources they need to live happier, healthier and more self-sufficient lives.

Attendance: J. Wiesmann, J. Lane, G. Stanley, A. Engelhardt, M. Gallagher, M. Briggs, E. Whalen, J. Krieger, Brenda Guggisberg

The October 27, 2015 Board of Director's Meeting was opened at 6:05PM by President Jacob Wiesmann. Since the September 22, 2015 meeting, Justin Krieger and Emily Whalen were voted in via an email vote to become Directors on the Upper Room Board of Directors.

Executive Session to discuss personnel issues and the Annual Audit from 6:05PM – 7:10PM.

7:10 Regular Business Meeting (present were the BOD members indicated above and Brenda Guggisberg)

Secretary's Report: Minutes of the September Meeting were sent out prior to the Meeting. Seeing there were no corrections, the Minutes were approved as printed.

Auction Update: Gale reported that she will be attending a planning meeting for the Auction on Wednesday, October 28, 2015. She will report back to the Board concerning:

- The Board's contribution to a live auction item
- The jobs that need to be covered the evening of the Auction. Gale noted those that indicated a willingness to serve in various capacities.
- More auction attendees are needed. Any way the Board could help in this area would be appreciated.
- Board members were thanked for their assistance thus far with buying tickets, providing wine, cheese and crackers and arranging for silent and live auction items.

Strategic Planning: It was announced that the grant funding has been received by TUR to conduct Strategic Planning. The dates that have been arranged are Tuesday, January 26, 2016 (6-9PM) and Saturday, January 30, 2016 (8AM- 12:00). This will be addressed further at the November Board meeting.

The meeting adjourned at 7:35PM.

Gale Stanley

Gale Stanley, TUR BOD Secretary

The Upper Room, A Family Resource Center

Financial Statements
(Audited)

June 30, 2015

With Comparative Totals for June 30, 2014

Chickering & Company, PLLC
Certified Public Accountants
Manchester, NH

The Upper Room, A Family Resource Center

Financial Statements

June 30, 2015

With Comparative Totals for June 30, 2014

and

Independent Auditor's Report

The Upper Room, A Family Resource Center

Financial Statements
(Audited)

June 30, 2015
With Comparative Totals for June 30, 2014

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Chickering & Company, P.L.L.C.

Certified Public Accountants
61 North Street
Manchester, NH 03104
(603) 621-9156
Fax: (603) 621-9156

INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying financial statements of The Upper Room, A Family Resource Center (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Upper Room, A Family Resource Center as of June 30, 2015 and 2014, 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.

Chickering & Company, P.L.L.C.

Manchester, NH
September 17, 2015

THE UPPER ROOM, A FAMILY RESOURCE CENTER
STATEMENTS OF FINANCIAL POSITION
June 30, 2015 with Comparative Totals for 2014
See Independent Auditor's Report

	2015	2014
ASSETS		
CURRENT ASSETS		
Cash - operating	$ 146,505	$ 218,675
Cash - restricted	11,027	21,658
Prepaid expense	2,958	3,076
Receivable from fundraising	-	3,150
Grants and contracts receivable	16,402	106,666
Total Current Assets	176,892	353,225
PROPERTY AND EQUIPMENT, at cost		
Equipment and furniture	21,741	11,730
Leasehold improvements	44,490	35,448
	66,231	47,178
Less: accumulated depreciation	(26,794)	(23,215)
Total Fixed Assets, Net	39,437	23,963
INVESTMENTS - certificates of deposit	156,446	153,578
Total Assets	$ 372,775	$ 530,766
LIABILITIES & NET ASSETS		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 270	$ 1,929
Accrued wages and payroll taxes	39,723	45,859
Accrued fundraising expenses	12,634	27,782
Scholarship payable	1,441	1,156
Deferred revenue	44,860	137,363
Total Current Liabilities	98,928	214,089
NET ASSETS		
Unrestricted		
Undesignated	227,988	183,968
Board designated - endowment	29,457	26,043
Total Unrestricted	257,445	210,011
Temporarily restricted	16,402	106,666
Permanently restricted	-	-
Total Net Assets	273,847	316,677
Total Liabilities and Net Assets	$ 372,775	$ 530,766

THE UPPER ROOM, A FAMILY RESOURCE CENTER
STATEMENTS OF ACTIVITIES
June 30, 2015 with Comparative Totals for 2014
See Independent Auditor's Report

	Unrestricted	Temporarily Restricted	Permanently Restricted	2015 Total	2014 Total
REVENUES AND SUPPORT					
Grants and contracts	$ 404,927	$ 16,402	$ -	$ 421,329	$ 427,978
Contributions	46,012	-	-	46,012	23,085
Program revenue	14,026	-	-	14,026	13,105
Fundraising - gaming - net	21,733	-	-	21,733	53,528
Fundraising - auction and all other	56,476	-	-	56,476	64,083
Interest income	3,164	-	-	3,164	3,514
Rental income	4,758	-	-	4,758	5,390
Donated services, equip. and in-kind contributions	163,792	-	-	163,792	147,576
Total Revenues and Support	714,888	16,402	-	731,290	738,259
Net assets released from restrictions for:					
Drawdown from restricted investments	-	-	-	-	-
Satisfaction of program restrictions	106,666	(106,666)	-	-	-
Total Assets Released from Restrictions	106,666	(106,666)	-		
EXPENSES					
Program services	666,114	-	-	666,114	640,699
Management and general	85,308	-	-	85,308	76,605
Fundraising	22,698	-	-	22,698	29,543
Total Expenses	774,120	-	-	774,120	746,847
INCREASE (DECREASE) IN NET ASSETS	47,434	(90,264)	-	(42,830)	(8,588)
NET ASSETS, beginning of year	210,011	106,666	-	316,677	325,265
NET ASSETS, end of year	$ 257,445	$ 16,402	$ -	$ 273,847	$ 316,677

THE UPPER ROOM, A FAMILY RESOURCE CENTER
STATEMENTS OF FUNCTIONAL EXPENSES
June 30, 2015 with Comparative Totals for 2014

See Independent Auditor's Report

Year Ended June 30, 2015	Program Services	Management and General	Fund Raising	2015 Total	2014 Total
EXPENSES					
Salaries	$ 381,243	$ 57,107	$ 10,349	$ 448,699	$ 442,889
Payroll taxes	30,885	4,765	969	36,619	36,396
Benefits	14,163	6,788	132	21,083	20,171
TOTAL SALARIES AND RELATED EXPENSES	$ 426,291	$ 68,660	$ 11,450	$ 506,401	$ 499,456
Supplies	13,137	1,157	9,011	23,305	19,831
Maintenance and repairs	15,610	3,795	-	19,405	15,457
Office expense	7,974	3,230	241	11,445	11,475
Communications	3,090	439	-	3,529	7,345
Utilities	12,632	2,229	-	14,861	15,693
Professional fees	5,702	3,821	1,531	11,054	9,864
Insurance	7,958	1,200	-	9,158	8,600
Postage and printing	909	706	367	1,982	2,527
Travel and conferences	6,910	31	98	7,039	7,240
Training and development	25	40	-	65	50
Depreciation	3,579	-	-	3,579	1,733
In-kind expenses					
Occupancy	64,800	-	-	64,800	66,340
Supplies and Program Services	97,497	-	-	97,497	81,236
TOTAL OTHER EXPENSES	$ 239,823	$ 16,648	$ 11,248	$ 267,719	$ 247,391
TOTAL FUNCTIONAL EXPENSES - 2015	$ 666,114	$ 85,308	$ 22,698	$ 774,120	
TOTAL FUNCTIONAL EXPENSES - 2014	$ 640,699	$ 76,605	$ 29,543		$ 746,847

THE UPPER ROOM, A FAMILY RESOURCE CENTER
STATEMENTS OF CASH FLOWS
June 30, 2015 with Comparative Totals for 2014
See Independent Auditor's Report

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in net assets	$ (42,830)	$ (8,588)
Adjustment to reconcile change in net assets to net cash provided by operating activities		
Depreciation	3,579	1,733
(Increase) decrease in prepaid expenses	118	(1,260)
(Increase) decrease in grants and contracts receivable	90,264	(38,246)
(Increase) decrease in other receivables	3,150	(2,350)
Increase (decrease) in accounts payable and accrued expenses	(22,658)	35,057
Increase (decrease) in deferred revenue	(92,503)	97,572
Net Cash Provided by (Used in) Operating Activities	(60,880)	83,918
CASH FLOWS FROM INVESTING ACTIVITIES		
Donated equipment	(1,495)	-
Purchased equipment	(8,516)	-
Leasehold improvents	(9,042)	-
Purchase of investments	(2,868)	52,065
Net Cash Provided by (Used in) Investing Activities	(21,921)	52,065
CASH FLOWS FROM FINANCING ACTIVITIES		
Financing activities	-	-
Net Cash Provided by (Used in) Financing Activities	-	-
NET INCREASE(DECREASE) IN CASH	(82,801)	135,983
CASH, beginning of year	240,333	104,350
CASH, end of year	$ 157,532	$ 240,333
Donated services and in-kind contributions	$ 162,297	$ 147,576

THE UPPER ROOM, A FAMILY RESOURCE CENTER
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2015

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

The Upper Room, A Family Resource Center ("the Organization") operates as a nonprofit organization located in Derry, New Hampshire providing interactive educational programs and services which promote personal growth and builds bridges to, and through, the larger community for individuals and families.

The Organization derives its support from grants provided by the State of New Hampshire and the United Way, various fundraising activities, and contributions from various individuals, businesses and private foundations.

With a mission of providing the citizens of Derry and the surrounding communities with the services and resources they need to live happier, healthier and more self-sufficient lives, all Upper Room programs strive to help participants make healthy choices, develop healthy lifestyles and gain independence.

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

Programs:

1) *Greater Derry Family Outreach* (GDFO), short term in-home parenting education and counseling;
2) *Families Reaching Our Goals* (FROG), a support and play group for parents and children ages 0 – 6;
3) *Teen Information for Parenting Success* (TIPS), a support program for young parents;
4) *Community Service Learning Opportunities* (CSLO), supervised community service hours for youth;
5) *HiSet*, collaboration with Pinkerton Academy, the state's largest high school, for youth 16-21 getting ready to take the GED test in order to achieve a high school equivalency diploma;
6) *Greater Derry Juvenile Diversion* (GDJD), an alternative to court for first time juvenile offenders;
7) *Adolescent Wellness Program* (AWP), a comprehensive program promoting adolescent wellness through educational programs (Challenge Course, Take Control), parent support and access to services;
8) *Preventative Counseling,* Short term behavioral counseling;
9) *Parenting Education* - Classes and support groups for parents with children of all ages. These groups include Active Parenting of Teens, Active Parenting Today, 1 2 3 4 Parents! and Active Parenting for Step Families;
10) *Youth Education on Shoplifting (YES)* - a program for youth who have shoplifted;
11) *Healthy Families America* - a program to help expectant mothers and new parents get their children off to a healthy start.

Services:

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

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

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Financial Statement Presentation

The Organization has adopted the Statement of Financial Accounting Standards No. 117 issued by the Financial Accounting Standards Board entitled Financial Statements of Not-for-Profit Organizations. Under SFAS No. 117, the Upper Room 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 financial statements have been prepared using the accrual basis of accounting. Revenues from program services are recorded when earned and expenses are recognized when the obligation is incurred.

Recognition of Donor Restrictions

Contributions received are recorded as unrestricted, temporarily restricted or permanently restricted support, depending on the existence and/or nature of any donor-imposed restrictions. All donor restricted support and restricted governmental grants are 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.

Property and Equipment

The Organization capitalizes property and equipment over $1,000. Lesser amounts are generally expensed. Purchased property and equipment are carried at cost. Maintenance repairs and minor renewals are expensed as incurred and renewals and leasehold improvements are capitalized. Donations of property and equipment are recorded as contributions at their estimated fair value. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Property and equipment are depreciated using the straight-line method over estimated useful lives ranging from five to twenty years.

Donated Materials and Services

The Organization records the value of donated materials and services when there is an objective basis available to measure their value. Donated materials and services for programs are recorded as in-kind donations in the accompanying financial statements at their estimated fair value at the date of receipt. Donated items for the annual auction are calculated at their fair value and are reported in net proceeds from fundraising. The Organization also recognizes an estimate of contributed occupancy expense since the program and office facility is leased from the town of Derry at a rate of $1 per year. Volunteers have donated a total of 2,483 hours of time assisting the Organization with fundraising, special projects and provision of program services. These contributed services, while critical to the success of the Organization's mission, do not meet the criteria for recognition in the financial statements.

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents. The Certificates of Deposit held at June 30, 2015 have terms ranging from four years to five years and are considered as short term investments. Restricted cash represents cash held in checking accounts relating to future gaming payouts and related expenses.

Accrued Annual Leave

Certain employees of the Organization are entitled to paid vacation, holiday, sick and personal days off, depending on job classification, length of service, and other factors. The Organization's policy is to accrue all vacation time earned and to recognize the costs of sick and personal day compensated absences when actually paid to employees. Accrued annual leave at June 30, 2015 was $19,434.

Income Taxes

The Organization has received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for its exempt function income. In addition, the Organization is not subject to state income taxes. The Organization has evaluated its tax positions and concluded it has maintained its tax exempt and has taken no uncertain tax positions that require adjustment or disclosure in the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the U.S. or State tax authorities for years before 2011.

Estimates

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

Significant estimates include the allocation of indirect expenses of programs and supporting services that are allocated on the Statements of Functional Expenses based on percentage allocations determined by management.

Functional Expenses

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

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Prior Year Summarized Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with, the organization's financial statements for the year ended June 30, 2014, from which the summarized information was derived.

NOTE 2--ECONOMIC DEPENDENCE

The organization performs services for Pinkerton Academy to manage the Organization's General Educational Development Program. This contract provided revenue of $141,699 for the year ended June 30, 2015, representing approximately 18% of total revenue and support for the fiscal year ended June 30, 2015. In the event of non-renewal of this contract, the Organization would show a significant impact on its budget.

NOTE 3--GRANTS AND CONTRACTS

Grants and contracts receivable consist of amounts due from government and private agencies. Management periodically reviews the status of all grants receivable for collectability. Each balance is assessed based on management's knowledge of and relationship with the grantor and the age of the receivable balance. As a result of these reviews, balances deemed to be uncollectible are charged directly to bad debt expense. Management believes that the use of the direct write-off method approximates the results that would be presented if an allowance for doubtful accounts was recorded.

Grants receivable consist of the following at June 30,:

	2015	2014
United Way	$ None	$30,350
Pinkerton Academy	5,189	5,901
Child and Family Svcs. of NH	11,213	1,357
SNH DCYF	None	258
SNH DHHS	None	66,300
Town of Salem	None	2,500
Total	$16,402	$106,666

NOTE 4--FUNDRAISING

The fundraising revenue, which is from regularly scheduled bingo games and poker games, has been reported net of fundraising expenses as follows:

	Bingo	Poker	Total
Revenue – Gaming	$227,856	$10,405	$238,261
Expenses – Gaming	(216,033)	(495)	(216,528)
Net Income – Gaming	$11,823	$9,910	$21,733

At June 30, 2015 and 2014, the Organization held $12,634 and $27,782, respectively, in funds for future cash payouts and taxes.

NOTE 5--NET ASSETS

Unrestricted net assets: Unrestricted net assets include those net assets whose use is not restricted by donors, even though their use may be limited in other respects, such as by board designation.

Undesignated: Undesignated net assets are used for the general operations of the Organization.

Designated: The Board of Directors has authorized the setting aside of unrestricted funds for future planning. All interest income and any matching donations are set aside for a future endowment account. The funds are held in the operating account and total $29,457 as of June 30, 2015.

Temporarily restricted net assets: Temporarily restricted net assets include those net assets whose use by the Organization has been donor restricted by specified time or purpose limitations.

Grant funds restricted to programs:

HiSet - General Educational Development	$5,189
Healthy Families America	3,377
Greater Derry Family Outreach	7,836
Total temporarily restricted net assets	$16,402

NOTE 6--LEASE AGREEMENT

The Organization occupies office and program space under a lease agreement with the Town of Derry which requires a payment of $1.00 due on January 1. The term of the lease is twenty years, beginning January 2010 and ending December 31, 2030. All utilities, repairs, maintenance and improvements are the responsibility of the Organization. On July 1, 2010, the Organization made a prepayment of $20 for the full term of the lease.

NOTE 7--RETIREMENT PLAN

The Organization sponsors a 403(b) pension plan covering its employees. Under the 403(b) plan, employees may voluntarily contribute up to the IRS maximum contribution. The contribution applies to individual accounts issued to each participant. The Organization does not regularly contribute to this plan. However, the Organization offers a Retirement Incentive Option to those employees who contribute a minimum of 3% or more of their annual pay into the Organizations 403(b) plan. After each full year of contributing at least the minimum amount, the Organization will deposit $250 into the employee's retirement plan for regular full time employees and $125 for regular part time employees. Contributions made to the plan by the Organization for the year ended June 30, 2015 were $875.

NOTE 8--SUBSEQUENT EVENTS

In connection with the preparation of the financial statements, management has evaluated subsequent events to September 17, 2015, which is the issue date of the financial statements and has noted no transactions requiring disclosure.

The UPPER ROOM, A Family Resource Center
BOARD OF DIRECTORS

36 Tsienneto Road, Derry, NH 03038; (603) 437-8477 Updated: 2/2016

Brenda Guggisberg, Interim Executive Director, (11/9/15), (w) 437-8477 x:11

Jacob D Wiesmann, President (06/12) CFO Parkland Medical Center

Jeremy Lane, Vice President, (8/13) Creative Services Director at WBIN

Anne Engelhardt, Treasurer, (7/12) Quilter

Gale Stanley, Secretary (04/10) Retired Special Ed. Teacher

Marcia Briggs , Treasurer (01/10) Retired, Teacher

Michael Gallagher, (12/14) Chief Risk Officer /Senior Vice President Enterprise Bank

Justin Krieger, (9/15) Co-Director: NEXT Charter School

Emily Whalen, (10/15) Teacher / NEXT Charter School

Advisory Board

Donna Cavalieri (06/08), School Counselor Centre School Hampton NH

John Dulmage (10/07) Personal Financial Advisor

Diane Casale, CPS

Professional Experience

1993- present **The Upper Room, Family Resource Center, Inc. Derry, NH**

July 1994- present **Program Coordinator, Greater Derry Juvenile Diversion Program**
January 2011- present **Administrative Coordinator**

- Researched, designed and implemented pilot diversion program originally for the Derry District Court in conjunction with the local police departments, District Court Judge, and Juvenile Service Officers. This program offers an alternative to court for appropriate juvenile offenders. This is accomplished with the aid of volunteer members of the community, Community Review Team (CRT), who agree to set up contractual conditions. Currently responsible for all comprehensive family intakes, coordination of services, case management, training and coordination of volunteers, facilitation of youth and CRT meetings and final closing of the youths case. The reporting of data and statistics to all funding sources and to the agency's development division is an important part of the position. Continuous evaluation of the program models and outcomes.
  - Incorporated the following resources for the community as the need became apparent:

    Adolescent Wellness Program a comprehensive wellness program which focuses on promoting healthy adolescent behavior by providing youth with prevention and intervention services related to substance use and/or anger and parents with timely and effective support. AWP increases youth knowledge of the consequences of substance use, increase skills to handle anger appropriately, and increase parent's ability to cope with child's anger or substance use resulting in an increase number of youth living healthier lives. AWP utilizes the following three components:

    1. **Challenge Course** – a psycho-educational program, using a group format, which provides adolescents an opportunity to learn more about alcohol and other drugs while they explore their personal relationship with substances.
    2. **Take Control** – Educational program, using a group format, providing adolescents an opportunity to learn about anger and how it affects their lives.
    3. **UR Parents** – A facilitated group providing information and support to parents who face the challenges of raising teenagers in today's society. Multiple topics.

    Y.E.S. (Shoplifter's Alternative) – An educational program, using a group format, providing youth the opportunity for youth to learn the effect shoplifting has on their lives and the community as a whole.
    CSLO (Community Service-Learning Opportunities) – Opportunity for youth who need to meet community service obligations to learn about and help others within their community.

- Administrative Coordinator: Became the Administrative Coordinator for the agency in 2011 with several areas of responsibility.
  - IT/Technology- responsible for all repairs, maintenance and upgrading of major equipment i.e. computers, phones, copier, TVs etc.

- Supervision of Database and Marketing Specialist, as well as, AWP Coordinator.
- Coordinate the volunteer and internship program for the agency.

Accomplishments

- 22 years coordinating Greater Derry Juvenile Diversion
- Incorporation of community resources:
  - Challenge Course
  - Y.E.S. (Youth Education on Shoplifting)
- Development and creation of community resources:
  - Take Control
  - CSLO (Community Service Learning Opportunities)
- Applied for, through the Center for Excellence Service to Science, Take Control being recognized as a Promising Practice in the State of NH. Received endorsement in October 2012. Take Control was endorsed by the NH Expert Panel as evidence-based program August 9, 2013.
- Initial accreditation of Greater Derry Juvenile Diversion program with the State of NH Judicial Branch in 2011, and maintaining of that accreditation since.

Professional Memberships

- New Hampshire Juvenile Court Diversion Network, Vice Chair (present) Chair (2005-2007)
  I have worked on the following endeavors for the NHJCDN:
  Data Collection and evaluation-1996
  Recidivism Study- 1997 to 2005 (continued with the Derry Family Court to-date)
  JusticeWorks, U.N.H. Durham – 1999
  Data Collection and Reporting- 2003 to 2004 Worked collaboratively with police departments, Department of Safety, Administrative Office of the Courts and Division of Juvenile Justices Services in gathering statistical and demographic information to be reported to the federal government regarding crimes and detention in the state of New Hampshire.
  Accreditation Committee, Chair- 2010-present
  Strategic Planning Committee- 2013-present

- Prevention Certification Board of NH, Treasurer – (2006-2013)
- Citizen's Advisory Board/ NH State Prison for Women-Goffstown (2000-2013)
- Challenge Course Advisory Committee Member, Committee Chair (Former)
- State Advisory Group- (2013-2015)

Education

- Hesser College- Nashua
  Associates in Computer Science- January 1983
- Lesley College- Boston
  Courses related to Human Services- 1992- 1993
- New Hampshire Technical Institute- Concord
  Paralegal Certificate- August, 2001
- Guardian Ad Litem –NHTI-Concord October 2005
- Nashua Community College September 2009 to June 2011
  Studied in Liberal Arts
  Concentration in Peace and Social Justice

Volunteer Experience/Trainings

- Challenge Course, Facilitator/Coordinator
- SASSI Administration and Scoring, Administrator
  (Substance Abuse Subtle Screening Inventory)
- GAINQ certified (Global Appraisal of Individual Needs-Quick)
- Certified Prevention Specialist, since June 2006
- CPI –Nonviolent Crisis Intervention

Brenda Guggisberg

Experience: November 2015 – Current

Interim Executive Director

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

September 2006 –November 2015

HiSet Administrative Program Coordinator/Guidance Counselor

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

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

December 2011-Current

Administrative Coordinator/Parent Educator

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

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

Program Coordinator TIPS (Teen Parenting Program)

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

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

Other Related:

Creating Systematic Support for Students with Emotional/Behavioral Challenges Burlington VT 1999
Department of Education VT, Special Education Eligibility 2000
School Law Course, St. Michael's Burlington VT Spring 2000
Mentors make a Difference, Burlington VT 2000
Schools Against Violence Workshop, Newark NY 2002
Mandated Reporting Course, Canandaigua, NY 2002
Stress Management for Women Portsmouth NH 2004
Microsoft Training Session Derry, NH 2004
Understanding Infant Adoption Workshop, Derry NH 2005
Love? Belonging? Hook-Ups? What about teen relationships
Portsmouth NH 2007
Reducing the Risk: Building Skills to Prevent Pregnancy, STD's and HIV Curriculum Concord, NH 2007
Workforce Readiness, Preparing our students Concord, NH 2007
Active Parenting Total Derry, NH 2006
Active Parenting Cooperative Divorce and Parenting Derry, NH 2007
Time Mastery Workshop 2008
Stress Reduction for Counselors 2008
Heads Together Conference/Workforce Readiness 2009
Human Service Ethics Training March 30, 2009
Active Parenting for Stepfamilies Leader Training Workshop May 4, 2009
Adult Ed Conference Concord, NH October 2009
UNH Attachment/Working with Difficult Students Conference Manchester, NH December 2009
Shared Youth Vision Conference Concord, NH January 2010
Community Connections/PowerPoint 3/29/2010
Focus on Student Health:Tips for Health and Wellness Educators August 5, 2010
College 101: A Workshop for the New Guidance Professional September 24, 2010
Understanding the Frontal Lobes:Emotional Regulation, Social Intelligence and Motivation 10/4/10
New Hampshire Conference for Adult Educators October 30, 2010
NH Adult Ed Conference 10/11, HiSet Training 8/2013
NH Adult Ed Conference 10/12 Webbs Depth of Knowledge Online workshop 2013
Practical Strategies for working with Difficult Students Hybrid Course1/13-6/13
NH Adult Ed Conference 10/14, Math Training 3 Day Workshop 6/2014, Suicide Prevention Training 1/2015
Suicide Prevention Training 1/2015
Motivating Students Hybrid Course through NH Adult Ed 1/15 – 4/15
Mental Health First Aide Course 6/19/15
OMB Guidelines/Audit Information, Center for Non Profits 12/4/15
Understanding Advocacy as an Essential Board Function 2/29/16

The Upper Room, A Family Resource Center

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Brenda Guggisberg	Interim Executive Director	63,440	5%	$ 3,172
Diane Casale	Program Coordinator	59,987	50%	$29,993