



Lori A. Shibinette
Commissioner

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

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

June 16, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into **Sole Source** amendments to existing contracts with the Contractors listed below for the provision of evidence-informed substance misuse prevention direct services to youth, and their parents and caregivers, by increasing the total price limitation by \$691,317 from \$3,489,579 to \$4,180,896 and extending the completion dates from June 30, 2021 to June 30, 2022 effective upon Governor and Council approval. 100% Other Funds (Governor's Commission on Alcohol and Other Drugs).

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

Vendor Name	Vendor Number	Location	Contract Amount	Increase/ (Decrease)	Modified Contract Amount	G&C Approval
Boys and Girls Club of Greater Salem	160066	Salem, Nashua & Souhegan Valley	\$870,356	\$216,488	\$1,086,844	O: 08/23/17, Item #20 A1: 06/20/18, Item #37 A2: 06/24/20, Item #35
North Country Education Services	154707	Northern Grafton & Coos County	\$691,195	\$172,065	\$863,260	O: 08/23/17, Item #20 A1: 06/20/18, Item #37 A2: 06/24/20, Item #35
New Hampshire Teen Institute	166624	Statewide	\$974,767	\$215,655	\$1,190,422	O: 06/21/17, Late Item B A1: 06/20/18, Item #37 A2: 06/24/20, Item #35
The Upper Room	246053	Rockingham County & Surrounding Communities	\$388,182	\$87,109	\$475,291	O: 06/21/17, Late Item B A1: 06/20/18, Item #37 A2: 06/24/20, Item #35

*The Youth Council	154886	Nashua North & Nashua South High Schools	\$565,079	\$0	\$565,079	O: 06/21/17, Late Item B A1: 06/20/18, Item #37 A2: 06/24/20, Item #35
Total:			\$3,489,579	\$691,317	\$4,180,896	
* The Department intends to submit an amendment request for The Youth Council contract to a future Governor and Executive Council meeting.						

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

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

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

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Prog Svc	92058502	\$836,940	\$0	\$836,940
2019	102-500731	Contracts for Prog Svc	92058502	\$819,327	\$0	\$819,327
2020	102-500731	Contracts for Prog Svc	92058502	\$819,327	\$0	\$819,327
2021	102-500731	Contracts for Prog Svc	92058502	\$819,327	\$0	\$819,327
2022	102-500731	Contracts for Prog Svc	92058502	\$0	\$691,317	\$691,317
			Subtotal	\$3,294,921	\$691,317	\$3,986,238
			Total	\$3,489,579	\$691,317	\$4,180,896

See attached Fiscal Details

EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the contracts beyond their completion dates and there are no renewal options remaining in the contracts. The Department is seeking to amend the existing contracts on behalf of the Governor's Commission on Alcohol and Other Drugs to continue supporting services provided through these contracts, which were originally funded by Senate Bill 533 of the 2016 Regular Legislative Session. Further funding for these programs was approved by the Governor's Commission on February 19, 2021, which did not leave sufficient time to procure for these services before the existing contracts expire.

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

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

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

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

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

The intended outcomes for participants include;

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

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

Area served: Statewide.

Source of Funds: 100% Other Funds.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

Attachment A
Financial Details

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

New Hampshire Teen Institute V#166624

PO #1056422

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

The Upper Room V#174210

PO #1057461

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

The Youth Council V#154886

PO #1056421

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

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

Boys & Girls Club of Greater Salem V#160066

PO #1058002

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$220,892	\$0	\$220,892
2019	102-500734	Contracts for Prog Svc	\$216,488	\$0	\$216,488
2020	102-500734	Contracts for Prog Svc	\$216,488	\$0	\$216,488
2021	102-500734	Contracts for Prog Svc	\$216,488	\$0	\$216,488
2022	102-500734	Contracts for Prog Svc	\$0	\$216,488	\$216,488
Sub-total			\$870,356	\$216,488	\$1,086,844

New Hampshire Teen Institute V#166624

PO #1056422

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$220,058	\$0	\$220,058
2019	102-500734	Contracts for Prog Svc	\$215,655	\$0	\$215,655
2020	102-500734	Contracts for Prog Svc	\$215,655	\$0	\$215,655
2021	102-500734	Contracts for Prog Svc	\$215,655	\$0	\$215,655
2022	102-500734	Contracts for Prog Svc	\$0	\$215,655	\$215,655
Sub-total			\$867,023	\$215,655	\$1,082,678

Attachment A
Financial Details

North Country Education Services V#154707

PO #1058007

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$175,000	\$0	\$175,000
2019	102-500734	Contracts for Prog Svc	\$172,065	\$0	\$172,065
2020	102-500734	Contracts for Prog Svc	\$172,065	\$0	\$172,065
2021	102-500734	Contracts for Prog Svc	\$172,065	\$0	\$172,065
2022	102-500734	Contracts for Prog Svc	\$0	\$172,065	\$172,065
Sub-total			\$691,195	\$172,065	\$863,260

The Upper Room V#174210

PO #1057461

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$90,044	\$0	\$90,044
2019	102-500734	Contracts for Prog Svc	\$87,109	\$0	\$87,109
2020	102-500734	Contracts for Prog Svc	\$87,109	\$0	\$87,109
2021	102-500734	Contracts for Prog Svc	\$87,109	\$0	\$87,109
2022	102-500734	Contracts for Prog Svc	\$0	\$87,109	\$87,109
Sub-total			\$351,371	\$87,109	\$438,480

The Youth Council V#154886

PO #1056421

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$130,946	\$0	\$130,946
2019	102-500734	Contracts for Prog Svc	\$128,010	\$0	\$128,010
2020	102-500734	Contracts for Prog Svc	\$128,010	\$0	\$128,010
2021	102-500734	Contracts for Prog Svc	\$128,010	\$0	\$128,010
2022	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$514,976	\$0	\$514,976
Grand Total			\$3,489,579	\$691,317	\$4,180,896

Total by Year

Total SFY17			\$194,658	\$0	\$194,658
Total SFY18			\$836,940	\$0	\$836,940
Total SFY19			\$819,327	\$0	\$819,327
Total SFY20			\$819,327	\$0	\$819,327
Total SFY21			\$819,327	\$0	\$819,327
Total SFY22			\$0	\$0	\$691,317

Grand Total			\$3,489,579	\$0	\$4,180,896
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Total by Agency

Boys & Girls Club of Greater Salem V#160066	PO #1058002		\$870,356	\$216,488	\$1,086,844
New Hampshire Teen Institute V#166624	PO #1056422		\$974,767	\$215,655	\$1,190,422
North Country Education Services V#154707	PO #1058007		\$691,195	\$172,065	\$863,260
The Upper Room V#174210	PO #1057461		\$388,182	\$87,109	\$475,291
The Youth Council V#154886	PO #1056421		\$565,079	\$0	\$565,079
Total by Agency			\$3,489,579	\$691,317	\$4,180,896



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

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

This 3rd Amendment to the Substance Misuse Prevention Direct Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Boys and Girls Club of Greater Salem, Inc. ("the Contractor"), a nonprofit with a place of business at 3 Geremonty Drive, Salem, NH 03079.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 23, 2017, (Item #20), as amended on June 20, 2018, (Item #37), as amended June 24, 2020, (Item #35), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,086,844
3. Add Exhibit A, Scope Of Services, Subsection 1.8, to read:
1.8. The Contractor shall participate in monthly compliance meetings with the Department.
4. Add Exhibit A, Scope Of Services, Subsection 1.9, to read:
1.9. The Department shall annually perform file reviews of the Contractor operations to ensure compliance with applicable federal and state laws.
5. Add Exhibit A, Scope Of Services, Subsection 1.10, to read:
1.10. The Department shall provide quarterly training and technical assistance to the Contractor.
6. Modify Exhibit B, Method and Conditions Precedent To Payment, Section 4, Subsection 4.1., to read:
4.1. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
 - 4.1.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 4.1.2. Ensure the invoice identifies and requests reimbursement for authorized expenses incurred in the previous month.
 - 4.1.3. Provide supporting documentation of authorized expenses that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.1.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.



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

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



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

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

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

State of New Hampshire
Department of Health and Human Services

6/14/2021

Date

DocuSigned by:
Katja Fox
FD9D05B04C63442
Name: Katja Fox
Title: Director

Boys and Girls Club of Greater Salem, Inc.

6/14/2021

Date

DocuSigned by:
Marco Abreu
EDA7C2A1614C4D5...
Name: Marco Abreu
Title: Marco Abreu, CEO 6/14/21



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

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

OFFICE OF THE ATTORNEY GENERAL

6/14/2021

Date

DocuSigned by:

D5CA9202E32C4AE

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit B-5 - Amendment #3

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

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

Contractor Name: Boys and Girls Club of Greater Salem, Inc

Budget Request for: Substance Misuse Prevention Direct Services

Budget Period: SFY 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 135,000.00	\$ -	\$ 135,000.00	\$ -	\$ -	\$ -	\$ 135,000.00	\$ -	\$ 135,000.00
2. Employee Benefits	\$ 33,750.00	\$ -	\$ 33,750.00	\$ -	\$ -	\$ -	\$ 33,750.00	\$ -	\$ 33,750.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 2,600.00	\$ -	\$ 2,600.00	\$ -	\$ -	\$ -	\$ 2,600.00	\$ -	\$ 2,600.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 19,746.00	\$ -	\$ 19,746.00	\$ -	\$ -	\$ -	\$ 19,746.00	\$ -	\$ 19,746.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
6. Travel:	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,030.00	\$ -	\$ 2,030.00	\$ -	\$ -	\$ -	\$ 2,030.00	\$ -	\$ 2,030.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ 16,362.00	\$ 16,362.00	\$ -	\$ -	\$ -	\$ -	\$ 16,362.00	\$ 16,362.00
TOTAL	\$ 200,126.00	\$ 16,362.00	\$ 216,488.00	\$ -	\$ -	\$ -	\$ 200,126.00	\$ 16,362.00	\$ 216,488.00

Indirect As A Percent of Direct

8.2%

State of New Hampshire

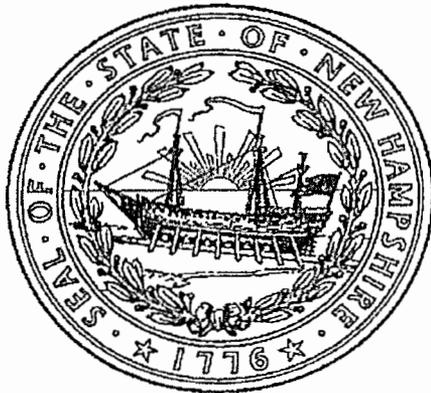
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BOYS AND GIRLS CLUB OF GREATER SALEM, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 01, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64337

Certificate Number: 0004789714



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of January A.D. 2020.

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

William M. Gardner
Secretary of State



Welcome Marco Abreu!

User ID: Marcoabreu

Last Login: 06/14/2021 09:19 AM

Account

Logout

File Certificate of Good Standing

Business Search

Starts With Contains Exact Match All Words

Search Business Name: Boys & Girls Club of Gre Or Business ID:

Search

Reset

Business ID	Business Name	HomeState Name	Previous Name	Business Type	Status	Select
64337	Boys and Girls Club of Greater Salem, Inc.			Domestic Nonprofit Corporation	Good Standing	<input checked="" type="radio"/>

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DocuSign Envelope ID: A1628091-4A05-4602-9CFD-90BB3A990E07

Filing History

[← Back to Home \(/online\)](#)**Business Name**

Boys and Girls Club of Greater Salem, Inc.

Business ID

64337

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0004838691	03/12/2020	03/12/2020	Nonprofit Report	2020
0004776153	01/16/2020	01/16/2020	Annual Report Reminder	N/A
0003110721	04/14/2015	04/14/2015	Nonprofit Report	2015
0000736290	12/27/2010	12/27/2010	Reinstatement	2010
0000736289	03/01/2006	03/01/2006	Admin Dissolution/Suspension	N/A
0000736288	03/07/2005	03/07/2005	Amendment	N/A
0000736287	07/02/2001	07/02/2001	Reinstatement	2000
0000736286	02/01/2001	02/01/2001	Withdraw/Dissolve/Cancel	N/A
0000736285	01/10/1996	01/10/1996	Annual Report	1995
0000736284	01/01/1996	01/01/1996	Annual Report	1995
0000736283	05/02/1991	05/02/1991	Reinstatement	1990
0000736282	02/01/1991	02/01/1991	Withdraw/Dissolve/Cancel	N/A
0000736281	12/22/1986	12/22/1986	Amendment	N/A
0000736280	12/30/1985	12/30/1985	Annual Report	N/A
0000736279	06/03/1977	06/03/1977	Annual Fee	N/A
0000736278	02/01/1965	02/01/1965	Business Formation	N/A

Page 1 of 1, records 1 to 16 of 16

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CERTIFICATE OF AUTHORITY

I, David Demers, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Boys & Girls Club of Greater Sale.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 25th, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

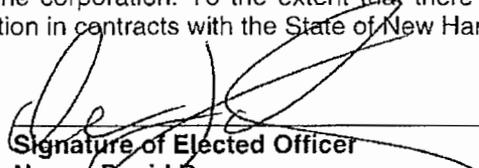
VOTED: That Marco Abreu, CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Boys & Girls Club of Greater Salem to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 6/14/21


Signature of Elected Officer
Name: David Demers
Title: Chief Volunteer Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/10/2021

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Lynn Blanchard, CIC, CISR PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: LBlanchard@crossagency.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Church Mutual Insurance Company	
INSURER B : Granite State Health Care and Human Services Self-	
INSURER C : Hanover Ins Group	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20-21 All Lines Salem **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Sexual Misconduct			0365489-02-12949	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 Sexual Misconduct \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			0365489-09-129431	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			0365489-81-129430	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	HCHS20200000208 (3a.) NH	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	D&O/EPLI			LHV8774541 10	07/01/2020	07/01/2021	Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 State of NH Department of Health and Human Services are included as additional insured with respects to CGL as required by written contract with named insured.

CERTIFICATE HOLDER State of New Hampshire Department of Health & Human Services 129 Pleasant St Concord NH 03301-3852	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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BOYS & GIRLS CLUB
OF GREATER SALEM

Celebrating Over 50 Years

Our Mission:

To inspire and enable all young people, especially those who need us most, to realize their full potential as productive, caring, responsible citizens.

**BOYS AND GIRLS CLUB
OF GREATER SALEM, INC.**

FINANCIAL STATEMENTS
FOR THE YEARS ENDED
JUNE 30, 2020 AND 2019

**BOYS AND GIRLS CLUB
OF GREATER SALEM, INC.
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Boys and Girls Club of Greater Salem, Inc.

We have audited the accompanying financial statements of Boys and Girls Club of Greater Salem, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019, 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 Boys and Girls Club of Greater Salem, Inc. as of June 30, 2020 and 2019, 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.

Travis Terry & Company, PC
Salem, NH

October 28, 2020

BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2020 AND 2019

	2020	2019
ASSETS		
Cash	\$ 509,973	\$ 508,576
Investments	14,853	14,258
Accounts receivable	44,509	52,825
Undeposited funds	268	23,700
Prepaid expenses	8,302	6,361
Land, building and equipment, net (Note 4)	2,720,964	2,852,175
TOTAL ASSETS	\$ 3,298,869	\$ 3,457,895
 LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 55,134	\$ 72,108
Credit cards payable	712	9,005
Accrued expenses	10,489	7,239
Accrued payroll	27,212	30,738
Deferred revenue	147,826	287,271
Current maturities of long-term debt	59,897	57,418
TOTAL CURRENT LIABILITIES	301,270	463,779
 LONG-TERM LIABILITIES		
Long-term debt, net of current maturities	840,275	563,644
TOTAL LONG-TERM LIABILITIES	840,275	563,644
TOTAL LIABILITIES	1,141,545	1,027,423
 NET ASSETS		
Without donor restrictions	2,137,324	2,430,472
With donor restrictions	20,000	-
TOTAL NET ASSETS	2,157,324	2,430,472
TOTAL LIABILITIES AND NET ASSETS	\$ 3,298,869	\$ 3,457,895

See accompanying notes.

BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

	2020	2019
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
REVENUES AND GAINS		
Program service fees	\$ 947,405	\$ 991,789
Game of chance income, net of direct expenses in the amounts of \$5,443 for 2020, and \$5,438 for 2019	72,005	94,478
Grants	281,193	184,167
Special events, net of direct expenses in the amounts of \$55,222 for 2020, and \$112,171 for 2019	111,855	430,152
Contributions	237,918	55,667
Membership dues	38,579	52,314
Rental income	32,208	35,143
Other income	394	-
Investment return, net	(7,338)	982
TOTAL REVENUES AND GAINS WITHOUT DONOR RESTRICTIONS	1,714,219	1,844,692
NET ASSETS RELEASED FROM RESTRICTIONS		
Contributions for new swimming pool	-	300,357
Grants for new swimming pool	-	200,000
Contributions for utilities	-	77,500
DHHS Grants	-	210,619
TOTAL REVENUES, GAINS, AND OTHER SUPPORT WITHOUT DONOR RESTRICTIONS	1,714,219	2,633,168
EXPENSES		
Program services	1,496,520	1,660,125
Supporting services	530,847	494,794
Total Expenses	2,027,367	2,154,919
(DECREASE) INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	(313,148)	478,249
OTHER EXPENSES		
Loss on disposal of asset	-	(33,850)
TOTAL OTHER EXPENSE	-	(33,850)
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		
Contributions	20,000	701,602
Net assets released from donor restrictions	-	(788,476)
Increase (Decrease) in Net Assets With Donor Restrictions	20,000	(86,874)
(Decrease) Increase in Net Assets	(293,148)	357,525
Net Assets, Beginning of Year	2,430,472	2,072,947
Net Assets, End of Year	\$ 2,137,324	\$ 2,430,472

See accompanying notes.

BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020

	<u>PROGRAM SERVICES</u>			<u>SUPPORTING SERVICES</u>		
	<u>Educational Program Activities</u>	<u>Athletic Program Activities</u>	<u>Total Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total Program & Support Services</u>
Salaries	\$ 623,333	\$ 116,549	\$ 739,882	\$ 276,857	\$ 62,880	\$ 1,079,619
Depreciation and amortization	140,702	-	140,702	-	-	140,702
Program supplies and expenses	198,672	52,529	251,201	9,556	-	260,757
Employee benefits	41,600	-	41,600	42,467	22,388	106,455
Maintenance and repairs	39,914	-	39,914	18,032	4,510	62,456
Utilities	83,427	-	83,427	-	-	83,427
Payroll taxes	59,977	2,623	62,601	20,335	4,492	87,428
Transportation	12,948	-	12,948	-	-	12,948
Professional fees	32,381	-	32,381	17,536	22	49,939
Insurance	23,181	1,489	24,670	24,780	-	49,450
Interest expense	24,281	-	24,281	-	-	24,281
Pension expense	23,050	1,714	24,764	8,939	3,120	36,823
Dues	11,993	-	11,993	6,133	360	18,486
Office supplies and expenses	4,365	-	4,365	5,877	398	10,640
Training, conferences, and meetings	1,769	-	1,769	1,588	-	3,357
Miscellaneous	-	-	-	-	430	430
Meals and entertainment	22	-	22	147	-	169
Total Expenses	\$ 1,321,615	\$ 174,904	\$ 1,496,520	\$ 432,247	\$ 98,600	\$ 2,027,367

See accompanying notes.

BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019

	<u>PROGRAM SERVICES</u>			<u>SUPPORTING SERVICES</u>		<u>Total Program & Support Services</u>
	<u>Educational Program Activities</u>	<u>Athletic Program Activities</u>	<u>Total Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	
Salaries	\$ 725,732	\$ 89,047	\$ 814,779	\$ 233,619	\$ 60,046	\$ 1,108,444
Depreciation and amortization	137,464	-	137,464	-	-	137,464
Program supplies and expenses	247,560	59,496	307,056	13,107	-	320,163
Employee benefits	44,071	-	44,071	44,901	23,768	112,740
Maintenance and repairs	49,706	-	49,706	18,571	4,043	72,320
Utilities	92,352	-	92,352	-	-	92,352
Payroll taxes	57,842	10,288	68,131	17,365	4,267	89,763
Transportation	12,133	-	12,133	-	-	12,133
Professional fees	30,113	-	30,113	30,067	665	60,845
Insurance	45,975	494	46,469	2,472	494	49,435
Interest expense	26,500	-	26,500	-	-	26,500
Pension expense	22,266	1,580	23,846	8,675	3,000	35,521
Dues	2,176	-	2,176	14,627	460	17,263
Office supplies and expenses	2,205	-	2,205	10,776	225	13,206
Training, conferences, and meetings	3,124	-	3,124	2,613	35	5,772
Miscellaneous	-	-	-	-	700	700
Meals and entertainment	-	-	-	235	63	298
Total Expenses	<u>\$ 1,499,220</u>	<u>\$ 160,905</u>	<u>\$ 1,660,125</u>	<u>\$ 397,028</u>	<u>\$ 97,766</u>	<u>\$ 2,154,919</u>

See accompanying notes.

BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
(Decrease) increase in net assets	\$ (293,148)	\$ 357,525
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation and amortization	140,702	137,464
Unrealized (gain) loss on investments	7,338	(982)
Loss on disposal of asset	-	33,850
Interest reinvested	(595)	(926)
Decrease (increase) in operating assets		
Accounts receivable	8,316	31,515
Undeposited funds	23,432	31,488
Prepaid expenses	(1,941)	3,682
(Decrease) increase in operating liabilities		
Accounts payable	(16,974)	31,636
Credit cards payable	(8,293)	8,979
Accrued expenses	(276)	(7,079)
Deferred revenue	(139,445)	50,972
Other liabilities	12,660	11,957
	<u>(268,224)</u>	<u>690,081</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Payments for the purchase of fixed assets	<u>(9,489)</u>	<u>(601,683)</u>
	<u>(9,489)</u>	<u>(601,683)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from borrowings on long-term debt	414,959	30,846
Principal payments on long-term debt	<u>(135,849)</u>	<u>(57,833)</u>
	<u>279,110</u>	<u>(26,987)</u>
INCREASE IN CASH AND CASH EQUIVALENTS	1,397	61,411
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>508,576</u>	<u>447,165</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 509,973</u>	<u>\$ 508,576</u>

See accompanying notes.

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The Boys and Girls Club of Greater Salem, Inc. (the Organization) maintains a club for members and families without distinction of race, color, creed, cultural heritage, political beliefs, handicaps or marital status, which will inspire and enable all young people, especially from disadvantaged circumstances, to realize their full potential as productive, responsible, and caring citizens. The Organization provides a safe place to learn and grow; ongoing relationships with caring adult professionals; life enhancing programs and character development experiences; hope and opportunity.

The Organization receives revenues from grants provided by the federal and state governments and private grants. Revenues are also derived from private contributions, membership dues, fundraising events, including charitable gaming and program service fees.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

Pursuant to December 15, 2017, under ASU 2016-14, The Boys and Girls Club of Greater Salem, Inc. is required to report information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: Net assets without donor restrictions or Net assets with donor restrictions.

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Organization considers all highly liquid investments available for current use with initial maturity of three months or less to be cash equivalents.

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents (Continued)

The State of New Hampshire requires cash related to Texas Hold 'Em game of chance operations to be held in a separate account. The Club is in compliance with this requirement. The balance in the Texas Hold' Em account as of June 30, 2020 and 2019 was \$3,570 and \$3,609, respectively.

Concentration of Credit Risk

Boys and Girls Club of Greater Salem, Inc. maintains several bank accounts at two banks. Accounts at an institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000.

Accounts Receivable

Accounts receivables are stated at the amount management expects to collect from outstanding balances. Balances that are still outstanding after management has used reasonable collection efforts are written off through a bad debt charge. Accounts receivable includes program and service receivables at June 30, 2020 and 2019 in the amount of \$44,509 and \$52,825, respectively.

Investments

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statements of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains restricted by a donor are reported as increases in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized. Short-term investments consist of debt securities with original maturities of twelve months or less. Long-term investments consist of debt securities with original maturities greater than twelve months.

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Promises to Give

Unconditional promises to give are recognized as revenues and assets in the period received. Contributions that are restricted by the donor are reported as increases in Net assets without donor restrictions if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in Net assets with donor restrictions in accordance with the nature of the restriction. When a restriction expires, previously restricted funds in Net assets with donor restrictions are reclassified to Net assets without donor restrictions. Conditional promises to give are recognized only when the conditions on which they depend are substantially met and the promises become unconditional.

Property, Plant and Equipment

Property, plant and equipment are stated at cost at the date of acquisition or fair market value at the date of donation. Property, plant and equipment are depreciated over the estimated useful lives of the related assets, ranging from a period of three to fifty years, using accelerated and straight-line methods of depreciation. Expenditures for additions, renewals, and betterment of buildings and equipment that extend the life of the asset are capitalized. Expenditures for maintenance and repairs are expensed against operations, as incurred.

Long-Lived Assets

Generally accepted accounting principles (GAAP) require that entities assess events or changes in circumstances, which indicate that the carrying amount of an asset may not be recoverable. The Organization's assessment resulted in no effect on the Organization's financial statements for the year ended June 30, 2020.

Contributed Services

The value of contributed services of volunteers for administrative, fundraising and program services is not reflected in these statements since there is no objective measurements available for such services. Contributed items are recorded at their estimated fair market value at the date of donation.

Expenses by function have been allocated among program and supporting services on a basis of direct costs and estimates made by management.

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contributions

Contributions received are recorded as Net assets without donor restrictions or Net assets with donor restrictions depending on the existence or nature of any donor restrictions.

Advertising

Advertising costs are expensed as incurred. Advertising expenses for the years ended June 30, 2020 and 2019 were \$305 and \$426, respectively.

Use of Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates are assumptions that affect the reported amount of assets, liabilities, revenues, and expenses. Actual results could differ from those estimates.

Income Taxes

The Organization is a not-for-profit organization that is exempt from income taxes under section 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

Deferred Revenue

Deferred revenue consists of prepaid summer camp and preschool registration for the fiscal year ended June 30, 2020 received by the Organization on or before June 30, 2020. Deferred revenue as of June 30, 2020 and 2019 totaled \$147,826 and \$287,271, respectively.

Reclassification

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform to the presentation in current-year financial statements.

Compensated Absences

The employees of the Organization are entitled to paid vacations, sick days and personal days off. It is impracticable to estimate the amount of compensation for future absences, and accordingly, no liability has been recorded in the accompanying financial statements. The Organization's policy is to recognize the costs of compensated absences when actually paid to employees.

BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

NOTE 2: INVESTMENTS

The fair values of long-term investments totaled \$14,853 and \$14,258 at June 30, 2020 and 2019, respectively.

The following schedule summarizes investment returns and their classification in the statements of activities for the year ended:

June 30, 2020			
	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total
Interest Income	\$ 2,849	\$ -	\$ 2,849
Unrealized Loss	\$ (10,187)	\$ -	\$ (10,187)
Net Investment Loss	<u>\$ (7,338)</u>	<u>\$ -</u>	<u>\$ (7,338)</u>

June 30, 2019			
	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total
Interest Income	\$ 3,264	\$ -	\$ 3,264
Unrealized Loss	\$ (2,282)	\$ -	\$ (2,282)
Net Investment Gain	<u>\$ 982</u>	<u>\$ -</u>	<u>\$ 982</u>

NOTE 3: FAIR VALUE MEASUREMENT

The fair value measurement accounting literature establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority. Level 2 inputs consist of observable inputs other than quoted prices for identical assets (Level 1). Level 3 inputs are unobservable and have the lowest priority. The Plan uses appropriate valuation techniques based on the available inputs to measure the fair value of its investments. When available, the Plan measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. Level 2 inputs are used for investments for which Level 1 inputs were not available. Level 3 inputs would only be used if Level 1 or Level 2 inputs were not available. There are no plan assets requiring the use of Level 2 or Level 3 inputs for the periods presented.

The investments are reported at fair value. Shares of mutual funds are valued at the net asset value of shares held by the Boys and Girls Club of Greater Salem, Inc. at year-end. The following presents the assets at fair value for the years ended June 30, 2020 and 2019.

BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

NOTE 3: FAIR VALUE MEASUREMENT (Continued)

		Fair Value Measurements at Reporting Date Using		
<u>Description</u>	<u>6/30/2020</u>	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Mutual Funds Held For Sale	<u>\$14,853</u>	<u>\$14,853</u>	<u>\$ -</u>	<u>\$ -</u>
Total	<u>\$14,853</u>	<u>\$14,853</u>	<u>\$ -</u>	<u>\$ -</u>

		Fair Value Measurements at Reporting Date Using		
<u>Description</u>	<u>6/30/2019</u>	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Mutual Funds Held For Sale	<u>\$14,258</u>	<u>\$14,258</u>	<u>\$ -</u>	<u>\$ -</u>
Total	<u>\$14,258</u>	<u>\$14,258</u>	<u>\$ -</u>	<u>\$ -</u>

BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

NOTE 4: LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

Financial assets available for general expenditures within one year of the statements of financial position date at June 30, 2020 and 2019 consisted of the following:

	2020	2019
Cash and cash equivalents	\$ 509,973	\$ 508,576
Investments	14,853	14,258
Accounts receivables	44,509	52,825
Undeposited funds	269	23,700
Total financial assets at year-end	569,604	599,359
Less net assets with donor restrictions	0	0
Less investments	(14,853)	(14,258)
Total financial assets available to meet cash needs for general expenditure within one year	<u>\$ 554,751</u>	<u>\$ 585,101</u>

The Organization's financial assets have been reduced by amounts not available for general use because of donor-imposed restrictions for a specified purpose within one year of the statement of financial position date. The Organization's financial assets have not been reduced by amounts not available for general use because of donor imposed restrictions subject to the passage of time as the Organization reasonably expects to collect all contributions receivable during the years ended June 30, 2020 and 2019.

NOTE 5: LAND, BUILDING AND EQUIPMENT

Land, building and equipment consist of the following components at June 30, 2020 and 2019:

	2020	2019
Land	\$ 8,310	\$ 8,310
Building & Improvements	4,185,369	4,185,369
Equipment & Furnishings	514,431	504,941
Vehicles	123,150	123,149
	4,831,260	4,821,769
Accumulated Depreciation	(2,110,296)	(1,969,594)
	<u>\$ 2,720,964</u>	<u>\$ 2,852,175</u>

Depreciation expense for the years ended June 30, 2020 and 2019 was \$140,702 and \$137,464, respectively.

BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

NOTE 6: MORTGAGE PAYABLE

Long-term debt as of June 30, 2020 and 2019 is as follows:

	<u>2020</u>	<u>2019</u>
5.00% installment note, payable in monthly principal and interest installments in the amount of \$5,520. On The current interest was adjusted to the Wall Street Journal Prime Rate with a floor of 5.00%. The rate will be adjusted every three years thereafter.	\$ 453,188	\$ 573,185
1.00% installment note, payable in monthly principal and interest installments in the amount of \$632.47.	13,174	18,744
Interest free installment note, payable in monthly principal installments in the amount of \$856.84.	18,851	29,133
On April 13, 2020, the entity received a loan in the amount of \$264,959 from the Small Business Administration (SBA) as part of Coronavirus Aid, Relief and Economic Security Act's Paycheck Protection Program (PPP). The loan is unsecured, nonrecourse, accrues at 1.00% interest per annum, with Bank of New England, with a due date of April 5, 2022. Under the terms of the loan, a portion or all of the loan is forgivable to the extent that loan proceeds are used to fund qualifying payroll, rent and utilities during the designated period set by the SBA.	264,959	-
Thirty-year SBA 2.75% installment note, payable in monthly principal and interest installments in the amount of \$641, with all tangible and intangible personal property of the entity as collateral.	<u>150,000</u>	<u>-</u>
Total	900,172	621,062
Less: current maturities	<u>59,897</u>	<u>57,418</u>
Long-term debt, net of current maturities	<u>\$ 840,275</u>	<u>\$ 563,644</u>

Maturities for long-term debt in subsequent calendar years are as follows:

Year ended June 30:	
2021	59,897
2022	61,197
2023	48,970
2024	51,018
2025	53,243
Thereafter	<u>625,847</u>
	<u>\$ 900,172</u>

See Independent Auditor's Report

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

NOTE 7: NET ASSETS WITH DONOR RESTRICTIONS

The Organization had \$20,000 and \$0 in Net assets with donor restrictions for the years ended June 30, 2020 and 2019. The funds as of June 30, 2020 consisted of \$10,000 for the purchase of a fifteen passenger van, as well as another \$10,000 to be used for the Little Ambassador Program.

NOTE 8: UNRELATED BUSINESS INCOME TAXES

The Organization has analyzed its tax positions and has determined that there are no unrecognized tax obligations to record.

NOTE 9: RETIREMENT PLAN

The Organization sponsors a Defined Contribution Retirement Plan (401a). The Organization contributes five percent of salaries for eligible employees. The cost for the years ended June 30, 2020 and 2019 were \$36,823 and \$35,521, respectively. The Organization also has a 403(b) plan which also allows participants to contribute to the plan on a tax deferred basis. At this time, there are no 403(b) contributions.

NOTE 10: LEASE COMMITMENTS

The Organization also leases space and equipment for Texas Hold 'Em tournaments pursuant to NH charitable gaming laws. This lease is for five dates in 2020 and one date in 2019. The rent is \$500 per game date. This rent is expected to be offset by reported revenue from charitable gaming.

NOTE 11: FUNCTIONAL ALLOCATION OF EXPENSES

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

NOTE 12: UNCERTAIN TAX POSITIONS

The Organization follows Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740-10, Accounting for Uncertainty in Income Taxes, which provides guidance on accounting for uncertainty in income taxes recognized in the Organizations financial statements. The guidance prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosure and transition.

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

NOTE 12: UNCERTAIN TAX POSITIONS (Continued)

As of June 30, 2020, there were no uncertain tax positions that require either recognition or disclosure in the financial statements.

NOTE 13: SUBSEQUENT EVENTS

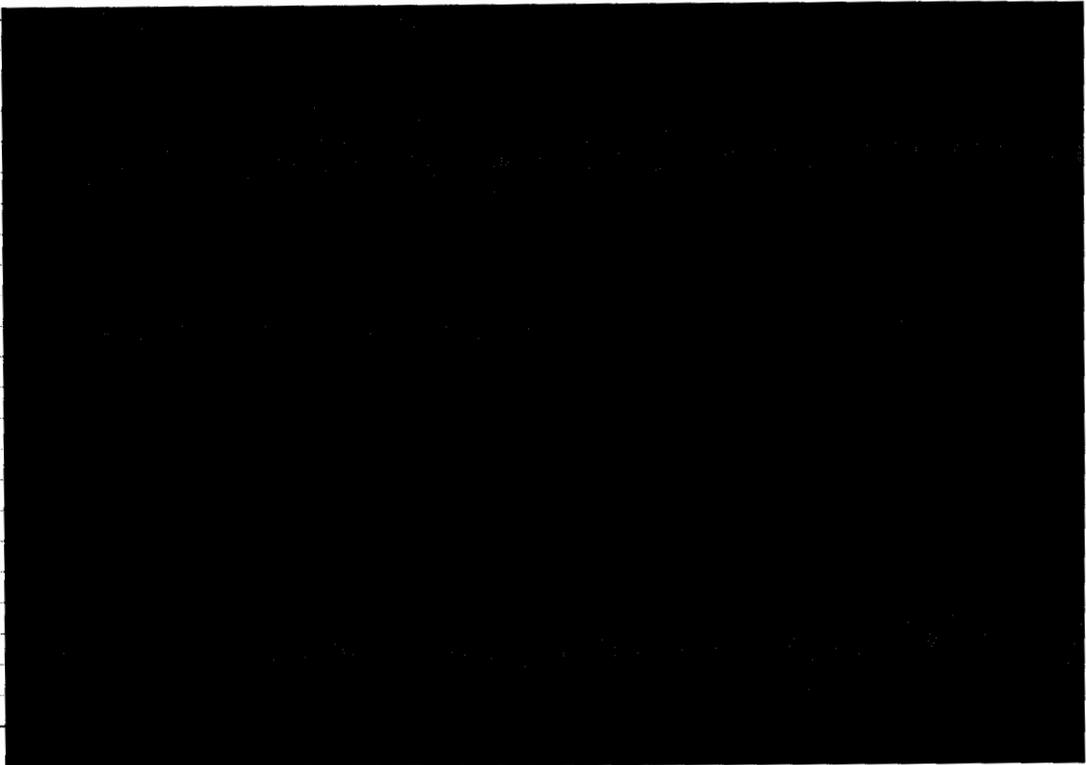
Subsequent events have been evaluated through October 28, 2020, the date the financial statements were available to be issued. In response to an order by the Governor of the State of New Hampshire related to the coronavirus (COVID-19) pandemic, in March 2020, most local businesses were required to close operations indefinitely. The Company was classified as an essential business and was permitted to remain open. The Company does not know the overall effect on its operations from the COVID-19 pandemic. An estimated financial impact due to COVID-19 cannot be made.



**BOYS & GIRLS CLUB
OF GREATER SALEM**

Celebrating Over 50 Years

	First	Last	Board Position	Business
1	Leeann	Brooks	Board Member	Brooks Law
2	Robert	Carrier	Board Member	Carrier Family Funeral Home
3	Michael	Comerford	First V.P.	Premier Mortgage Lending
4	Erin	Daley	Board Member	Haverhill Bank
5	Tony	Deluca	Board Member	Bank of New England
6	David	Demers	C.V.O.	D & M Real Estate
7	Jim	Desjardins	Board Member	Daisy Cleaners
8	Joel	Dolan	Board Member	Salem Police Department
9	Kathryn	Ferguson	Board Member	Enterprise Bank
10	Joanne	Flynn	Board Member	Windham Country Club
11	Kate	Hennigar	Board Member	BFS Associates
12	Ryan	Horgan	Board Member	Rockingham Toyota/Honda
13	Steve	Kurek	Board Member	Friedr. Dick Corp
14	Eric	Leuteritz	Board Member	Pentucket Bank
15	Michael	Lindquist	Board Member	Bank of America
16	Chris	Nicoli	Past C.V.O.	Canobie Lake Park
17	Melanie	Norcross	Secretary	Keller Williams Realty
18	Michael	Pedro, MD	Board Member	MD Esthetics
19	Kerianne	Pereira	Board Member	Pentucket Bank
20	Mary	Reese	Executive Board	Agero - IT Consultant
21	Frank	Storniolo	Treasurer	Litman Gerson Assoc, LLP
22	Lisa	Walker	Board Member	Edward Jones



MONICA GALLANT

EXPERIENCE: Certified Prevention Specialist with expertise in community outreach; programming and management supervision; development of youth led prevention network; facilitation of community building and collaboration; utilization of Strategic Prevention Framework; logic model development; grant writing; utilization of Social Ecological Model in system collaboration and coalition development with focus on youth substance use prevention and mental health awareness; Implementing capacity building with Leading by Convening Framework.

EDUCATION: Master of Prevention Science (In Progress) University of Oklahoma 2019 - Present
Post Baccalaureate Special Education Certification, Granite State College 2017
Granite State College Bachelor of Arts in English Teacher Education 2015
CCAR Recovery Coaches Academy 2017
Community Anti-Drug Coalition Academy Graduate

PROFESSIONAL EXPERIENCE:

- Director of Prevention Services, Boys & Girls Club of Souhegan Valley (2017 – Present)
 - Responsibilities include implementing environmental prevention strategies for BGCSV; coordinating CAST Coalition activities including implementing coalition building utilizing the Leading by Convening Framework; overseeing Youth Led Prevention Network; , Director of Children’s Resiliency Retreat Program; overseeing delivery of social emotional learning curriculum.
- Director, Community Action for Safe Teens Coalition (2011 – Present)
 - Responsibilities include outreach to community stakeholders, programming, management/supervision, youth development, facilitating community building and collaboration, strategic planning, grant writing, grant management, youth substance use prevention.
- Coordinator, Nashua Prevention Coalition, Nashua NH (2013-2017)
 - Responsibilities include programming, management/supervision, youth development, facilitating community building and collaboration, strategic planning, grant writing, with a focus on substance misuse awareness and prevention.
- Special Education Associate, Heron Pond Elementary School, Milford NH (2009 – 2016)
 - Responsibilities include working with students with developmental, behavioral and emotional disabilities. Provide support with reading, mathematics and basic life skills.
- Commercial Lines Manager, Bechar Insurance Agency (1981-1992)
 - Responsibilities include managing employees, servicing commercial accounts, developing policy and procedures.

VOLUNTEER WORK:

- First Church of Nashua: Christian Education teacher, Youth Group Advisor and Outreach Committee Secretary
- 4-H Group Leader

Aaron St Cyr

Prevention Specialist

Salem, NH 03079

stcyraaron1@gmail.com

16034756896

Authorized to work in the US for any employer

Work Experience

Prevention Specialist

Boys & Girls Club of Greater Salem NH - Salem, NH

January 2021 to Present

- Plans and oversees the administration of club-wide Positive Action and Parenting Wisely programming, while supporting Boys and Girls Club Movements Youth Development Strategy reflective of 5 core areas.
- Mentor members ages 12-18 throughout the year
- Recruit mentors/volunteers/speakers for the Teen Center program.

Teen Center Director

Boys & Girls Club of Greater Salem - Salem, NH

November 2020 to January 2021

- Responsible for overseeing the entirety of the Teen Center and all programs within
- Oversee staff
- Run efficient programming with middle school and high school students
- Organize events open to the families and community
- Inspire and enable youth to reach their potential as adults through programs that demonstrate everyday life skills
- Create a safe and fun work atmosphere for staff along with the children
- Lead by example
- Efficiently communicate with supervisors and other staff members to coordinate daily programs
- Communicate with parents and develop healthy relationships with families, and school staff involved with the club
- On the spot creativity to always keep members engaged in programming
- Always act as a professional role model and take pride in caring for members of all ages
- Create weekly activity and staff schedules to ensure efficient programming throughout the Teen Center

Site Coordinator

Boys and Girls Club of Greater Salem - Salem, NH

August 2017 to September 2020

- Supervise staff and children throughout the after school program
- Create a safe and enjoyable environment for both children and staff
- Implement Boys & Girls Club program curriculum

- Assist with homework help and engage children in educational programming
- Communicate with other staff members and collaborate on curriculum development
- Monitor parent pick up procedures
- Develop relationships with parents and school staff to ensure communication and a positive outcome of the program
- Use on the spot creativity to keep members engaged with or without equipment provided

Youth Development Professional

Boys and Girls Club of Greater Salem - Salem, NH
June 2013 to August 2017

- Supervise members/children in program area(s) .
- Maintain program goals while ensuring the health and safety of members.
- Make sure members: Participate in a variety of programs; look to staff and other members for advice and guidance when encountering problems; supervise, respect, and recognize their behaviors.
- Organize activities for members/children that are fun, engaging, instructional and add competition while incorporating team building skills
- Ensure safety, positive values and ethical behavior through programs.
- Act as a professional role model, in and out of the work environment.

Education

High school diploma

Salem High School - Salem, NH
September 2012 to June 2016

Skills

- Mentoring

Certifications and Licenses

First Aid Certification

Groups

Keystone Club

September 2012 to June 2016

- Provide leadership throughout the Boys and Girls Club while focusing on: Academic success; career preparation; community service.
- National Keystone Conference- Teens across the world join together to discuss relevant issues in teens and children and develop skills to support and inspire change throughout the Boys and Girls Club communities

Boys & Girls Club of Greater Salem, Inc.
(for NH Boys & Girls Clubs)

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Aaron St. Cyr	Prevention Specialist BGC Greater Salem	\$55,000	100%	\$55,000
Monica Gallant	CPS, Prevention Coordinator BGC Souhegan Valley	\$56,000	50%	\$28,000
Assorted Specialized Staff	BGC Nashua	\$52,000	100%	\$52,000

35
mar

Lori A. Shibliette
Commissioner

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

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

June 10, 2020

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

REQUESTED ACTION

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

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

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

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

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

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

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

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

See Fiscal Details for Distribution of Funds

EXPLANATION

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

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

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

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

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

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

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

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

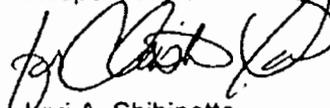
Should the Governor and Executive Council not authorize this request, approximately 4,000 youth who are at high risk for developing a substance misuse disorder may not have access to comprehensive substance misuse prevention services.

Area served: Statewide.

Source of Funds: 100% Other Funds.

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

Respectfully submitted,


Lori A. Shibinette
Commissioner

Attachment A
Financial Details

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

New Hampshire Teen Institute V#166624

PO #1056422

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

The Upper Room V#174210

PO #1057461

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

The Youth Council V#154886

PO #1056421

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

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

Boys & Girls Club of Greater Salem V#160066

PO #1058002

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

New Hampshire Teen Institute V#166624

PO #1056422

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

Attachment A
Financial Details

North Country Education Services V#154707

PO #1058007

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

The Upper Room V#174210

PO #1057461

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

The Youth Council V#154886

PO #1056421

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

Total by Year

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

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

Boys & Girls Club of Greater Salem V#160066	PO #1058002		\$653,868	\$216,488	\$870,356
New Hampshire Teen Institute V#166624	PO #1056422		\$759,112	\$215,655	\$974,767
North Country Education Services V#154707	PO #1058007		\$519,130	\$172,065	\$691,195
The Upper Room V#174210	PO #1057461		\$301,073	\$87,109	\$388,182
The Youth Council V#154886	PO #1056421		\$437,069	\$128,010	\$565,079
Total by Agency			\$2,670,252	\$819,327	\$3,489,579

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



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

This 2nd Amendment to the Substance Misuse Prevention Direct Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Boys & Girls Club of Greater Salem, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 3 Geremonty Drive, Salem, NH, 03079.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 23, 2017, (Item #20), as amended on June 20, 2018, (Item #37), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$870,356.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Add Exhibit B-4, Budget – Amendment #2, attached hereto and incorporated by reference herein..

Boys & Girls Club of Greater Salem

Amendment #2

Contractor Initials

RFP-2017-BDAS-04-SUBST-01-A02

Page 1 of 3

Date

5-15-20

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

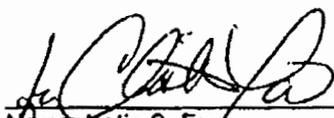


All terms and conditions of the Contract and prior amendment not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

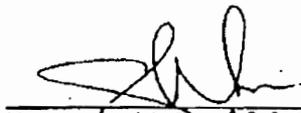
State of New Hampshire
Department of Health and Human Services

6-1-2020
Date


Name: Katja S. Fox
Title: Director

Boys & Girls Club of Greater Salem

5.15.20
Date


Name: KACE ABRAHAM
Title: C.E.O.

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



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

OFFICE OF THE ATTORNEY GENERAL

June 9, 2020

Date

J. Christopher Marshall
Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Prevention Direct Services

Exhibit B-4, Budget - Amendment #2

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

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

Contractor Name: Boys and Girls Club of Greater Essex
Budget Request for: Substance Abuse Prevention Direct Services
Budget Period: SFY 2021 (7/1/2020 - 6/30/2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHRHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	125,000.00	-	125,000.00	-	-	-	125,000.00	-	125,000.00
2. Employee Benefits	33,750.00	-	33,750.00	-	-	-	33,750.00	-	33,750.00
3. Contractual	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Construction	2,800.00	-	2,800.00	-	-	-	2,800.00	-	2,800.00
5. Books	-	-	-	-	-	-	-	-	-
Educational	16,746.00	-	16,746.00	-	-	-	16,746.00	-	16,746.00
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Supplies	-	-	-	-	-	-	-	-	-
Office	3,000.00	-	3,000.00	-	-	-	3,000.00	-	3,000.00
Travel	2,000.00	-	2,000.00	-	-	-	2,000.00	-	2,000.00
7. Occupancy	-	-	-	-	-	-	-	-	-
8. Capital Expenses	-	-	-	-	-	-	-	-	-
Furniture	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Lease	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Supplies	-	-	-	-	-	-	-	-	-
10. Maintenance/Commuting	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	8,820.00	-	8,820.00	-	-	-	8,820.00	-	8,820.00
12. Subcontractor services	-	-	-	-	-	-	-	-	-
13. Other (insert details in comments)	-	16,262.00	16,262.00	-	-	-	-	16,262.00	16,262.00
Recal Agent - BGC Essex	-	-	-	-	-	-	-	-	-
TOTAL	169,176.00	16,262.00	185,438.00	-	-	-	169,176.00	16,262.00	185,438.00
Indirect As A Percent of Direct		8.2%							

Contractor Initial: 
Date: 5-15-21



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

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

This 1st Amendment to the Substance Misuse Prevention Direct Services contract (hereinafter referred to as "Amendment #1") dated this 5th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Boys and Girls Club of Greater Salem Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 3 Geremonty Drive, Salem, NH, 03079.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 23, 2017, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 4 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$653,868.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
5. Add Exhibit B-2 Budget – Amendment #1.
6. Add Exhibit B-3, Budget – Amendment #1.
7. Add Exhibit K, DHHS Information Security Requirements.

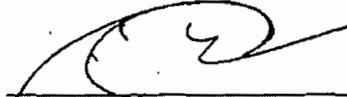


**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services Contract**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/10/18
Date


~~Christine Tappan~~ T. Preston
Associate Commissioner: Dep Cu

Boys and Girls Club of Greater Salem Inc.

4.24.18
Date


Name: Marcus Aboon
Title: C. P. O.

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Rockingham on April 24, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.


Signature of Notary Public or Justice of the Peace

BETHANNY A. KEANE, Notary Public
My Commission Expires December 3, 2019

Name and Title of Notary or Justice of the Peace

My Commission Expires: _____



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

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

OFFICE OF THE ATTORNEY GENERAL

6/5/18
Date

[Signature]
Name: *Rebecca W Ross*
Title: *Senior Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-2, Budget Sheet, Amendment #1

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Bidder/Program Name: Boys & Girls Club of Greater Salem, Inc (for Boys & Girls Clubs in NH)											
Budget Request for: Substance Misuse Prevention Direct Svcs											
Budget Period: 7/1/2018 - 6/30/2019											
Line Item	Total Program Cost - DPK Disposition			Contractor Share / Match			Funded by DPKB contract share			Total	
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
	Incremental	Fixed	Total	Incremental	Fixed	Total	Incremental	Fixed	Total	Total	
1. Total Salary/Wages	\$ 135,000.00	\$ -	\$ 135,000.00	\$ -	\$ -	\$ -	\$ 135,000.00	\$ -	\$ -	\$ 135,000.00	
2. Employee Benefits	\$ 33,750.00	\$ -	\$ 33,750.00	\$ -	\$ -	\$ -	\$ 33,750.00	\$ -	\$ -	\$ 33,750.00	
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 2,600.00	\$ -	\$ 2,600.00	\$ -	\$ -	\$ -	\$ 2,600.00	\$ -	\$ -	\$ 2,600.00	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ 18,748.00	\$ -	\$ 18,748.00	\$ -	\$ -	\$ -	\$ 18,748.00	\$ -	\$ -	\$ 18,748.00	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	
6. Travel	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Aids and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Bond Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 5,030.00	\$ -	\$ 5,030.00	\$ -	\$ -	\$ -	\$ 5,030.00	\$ -	\$ -	\$ 5,030.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ 16,382.00	\$ 16,382.00	\$ -	\$ -	\$ -	\$ -	\$ 16,382.00	\$ -	\$ 16,382.00	
Fiscal Agent - BGC Salem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 200,128.00	\$ 16,382.00	\$ 216,510.00	\$ -	\$ -	\$ -	\$ 200,128.00	\$ 16,382.00	\$ 216,510.00	\$ 216,510.00	
Indirect As A Percent of Direct	8.2%										

Contractor Initials 
Date 4-24-18

EXHIBIT B-3, Budget Sheet, Amendment #1

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

Budget Program Name: Boys & Girls Club of Greater Salem, Inc. (for Boys & Girls Clubs in NH)

Budget Request for: Substance Abuse Prevention Direct Svcs

Budget Period: 1/1/2019 - 6/30/2019

Line Item	Description	Quantity	Unit Cost	Total Cost	Fund	Account	Source	Priority	Comments
1	First Birthdays	1	13,500.00	13,500.00	3	111	000	1	
2	Employee Benefits	1	20,750.00	20,750.00	3	111	000	1	
3	Concessions	1	-	-	3	111	000	1	
4	Supplies	1	-	-	3	111	000	1	
5	REPAIR AND MAINTENANCE	1	2,800.00	2,800.00	3	111	000	1	
6	Supplies	1	18,748.00	18,748.00	3	111	000	1	
7	Education	1	-	-	3	111	000	1	
8	Lease	1	-	-	3	111	000	1	
9	Pharmacy	1	-	-	3	111	000	1	
10	Alcohol	1	-	-	3	111	000	1	
11	Office	1	5,000.00	5,000.00	3	111	000	1	
12	Travel	1	2,000.00	2,000.00	3	111	000	1	
13	Occupancy	1	-	-	3	111	000	1	
14	Current Expenses	1	-	-	3	111	000	1	
15	Utilities	1	-	-	3	111	000	1	
16	Subscriptions	1	-	-	3	111	000	1	
17	Auto and LPOB	1	-	-	3	111	000	1	
18	Insurance	1	-	-	3	111	000	1	
19	Board Expenses	1	-	-	3	111	000	1	
20	Software	1	-	-	3	111	000	1	
21	Market Communications	1	-	-	3	111	000	1	
22	Staff Education and Training	1	3,000.00	3,000.00	3	111	000	1	
23	Subscriptions/Agreements	1	-	-	3	111	000	1	
24	Other (specific detail functionality)	1	18,387.00	18,387.00	3	111	000	1	
25	Fiscal Agent - BGC SAHM	1	-	-	3	111	000	1	
TOTAL			208,178.00	208,178.00					

[Signature]
 Contractor Initials
 Date 4.24.18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

Handwritten signature of the contractor.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

Handwritten signature of the contractor, appearing to be 'JL'.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

Handwritten signature of the contractor.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

20 mac

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

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

July 14, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into agreements with the vendors listed in the table below for the provision of evidenced informed substance misuse prevention direct services to youth and their parents/caregivers in an amount not to exceed \$395,892 effective upon Governor and Executive Council approval through June 30, 2018. 100% Other Funds.

Vendor	Vendor Number	Area Served	Total Amount
Boys & Girls Club of Greater Salem	TBD	Salem, Nashua, and Souhegan Valley	\$220,892
North Country Education Services Agency	TBD	Northern Grafton and COOS County	\$175,000
Total:			\$395,892

Funds are available in the following account for State Fiscal Year 2018.

05-95-49-920510-2989 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

SFY	Class/Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	49158504	\$395,892
			Sub-total SFY17	\$395,892

EXPLANATION

The purpose of this request is enter into two (2) agreements with vendors who will provide substance misuse prevention direct services to youth and related programming for their parents/caregivers. Targets for this program include youth between ten (10) and twenty (20) years of age who are at risk of engaging in the misuse of alcohol and illicit use of drugs. Risk factors include youth experiencing poor academic performance or behavioral problems at school or that have dropped out of school, that are involved with the juvenile justice system, as

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

well as children whose parents/caregivers are engaged in the active misuse of alcohol and or illicit drugs.

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

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

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

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

These contracts were competitively bid. The Department published a Request for Proposal on the Department of Health and Human Services website (RFP-2017-BDAS-04-SUBST) from March 21, 2017 through April 25, 2017. Four (4) proposals were received and evaluated. Because there is great need for diversified statewide services, the two (2) highest scoring were selected to receive funding for proposed services. The bid sheet is attached.

These contracts include language in Exhibit C-1, Paragraph 3 that allows the Department to renew contracted services for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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

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

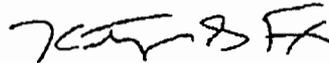
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Area Served: Statewide

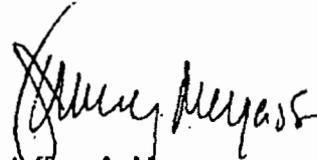
Source of Funds: 100% Other Funds

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

Respectfully submitted,



Katja S. Fox
Director



Approved by:
Jeffrey A. Meyers
Commissioner



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

Substance Misuse Prevention Direct
Services

RFP-2017-BDAS-04-SUBST

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Boys & Girls Club of Greater Salem, Inc.
2. NH Juvenile Court Diversion Network
3. North Country Education Services
4. EverFi, Inc.

Maximum Points	Actual Points
400	371
400	314
400	351
400	202

1. Laurie Heath, Business Administrator.IV
2. Lauren Quann, M.S., TANF Program Specialist
3. Jamie L. Dall, Sr. Finance Director
4. Shannon Quinn, Training Coordinator
5. Jill A. Burke, Chief of Prevention
6. _____



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

July 24, 2017

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into contract agreements with two (2) vendors as described below and referenced as DoIT No. 2018-042 and 2018-044, respectively.

The requested action authorizes the Department of Health and Human Services to enter into contract agreements with the Boys and Girls Club of Salem and North Country Education Services Agency to provide substance misuse prevention services for youth and their parents/caregivers.

Vendor	Area Served	Amount
Boys and Girls Club of Salem	Salem, Nashua and Souhegan Valley	\$220,892
North Country Education Services Agency	Rockingham County and surrounding communities	\$175,000
	Total	\$395,892

The price limitation is a combined total of \$395,892, effective upon Governor and Council approval through June 30, 2018.

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

Sincerely,

for 
for Denis Goulet

DG/ik
DoIT #2018-042 and 2018-044
cc: Bruce Smith, IT Manager, DoIT

Subject: Substance Misuse Prevention Direct Services (RFP-2017-BDAS-04-Subst-01)

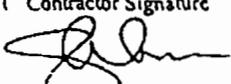
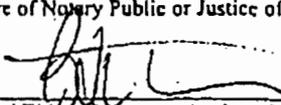
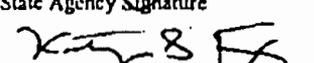
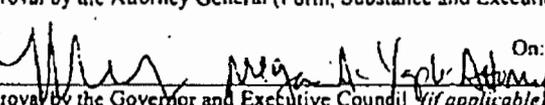
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Boys & Girls Club of Greater Salem		1.4 Contractor Address 3 Geremonty Drive Salem, H 03079	
1.5 Contractor Phone Number (603) 898-7709 Ext. 13	1.6 Account Number 05-95-49-491510-2989 05-95-92-920510-3382	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$220,892
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory MARCO ARPA, CHIEF OPERATING OFFICER	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Rockingham</u> On <u>July 7, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Bethanny A. Keane, Notary BETHANNY A. KEANE, Notary Public My Commission Expires December 3, 2019			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>7/31/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

Contractor Initials
Date 7.7.17

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.

Contractor Initials
Date 7.7.17

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to youth, ages ten (10) to seventeen (17), who are in the Institute of Medicine (IOM) Prevention Classification categories of selective or indicated and provide parent education for parents/caregivers of the targeted population, statewide.
- 1.4. The Contractor shall work collaboratively with the Regional Public Health Networks (RPHN) and community partners in order to engage community service agencies that are available to youth and parents/caregivers, including but not limited to, Juvenile Diversion Network programs, alcohol and other drug services, mental health services, and housing services.
- 1.5. The Contractor shall make appropriate referrals to community providers as needed. The contractor shall develop and maintain protocols for referrals to appropriate providers and have such protocols available to the Department upon request.
- 1.6. The Contractor shall ensure funding received under this contract is used for new programs.
- 1.7. The Contractor shall maintain separate streams of funding for this and other projects.

2. Scope of Work

- 2.1. The Contractor shall implement intervention and prevention programs for youth and/or parents of youth in grades six (6), seven (7) and eight (8) in a minimum of three (3) locations, which include but are not limited to:
 - 2.1.1. The Boys and Girls Club of Greater Salem.
 - 2.1.2. The Boys and Girls Club of Greater Nashua.
 - 2.1.3. The Boys and Girls Club of Souhegan Valley.
- 2.2. The Contractor shall purchase evidence-based program materials necessary to implement Positive Action and Parenting Wisely for three locations. The Contractor shall purchase:
 - 2.2.1. One (1) Grade 6 Positive Action kit.
 - 2.2.2. Two (2) Grade 6 Positive Action Refresher kits.
 - 2.2.3. Three (3) Grade 7 Positive Action kits.
 - 2.2.4. Three (3) Grade 8 Positive Action kits.

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



Exhibit A

- 2.2.5. Three (3) Secondary Drug Use Prevention Kits.
- 2.2.6. Two (2) Drug Use Refresher kits.
- 2.2.7. Three (3) Parenting Wisely agency packages, each containing:
 - 2.2.7.1. Fifty (50) Online Accounts.
 - 2.2.7.2. Fifty (50) Parent Workbooks.
 - 2.2.7.3. Fifty (50) User Instruction Cards.
 - 2.2.7.4. Two (2) Service Provider Guides.
 - 2.2.7.5. Four (4) Display Posters.
 - 2.2.7.6. Management App Access.
 - 2.2.7.7. Technical Support.
 - 2.2.7.8. Printable Certificates.
- 2.3. The Contractor shall accept referrals for services from sources that include, but are not limited to:
 - 2.3.1. School faculty.
 - 2.3.2. Staff.
 - 2.3.3. Counselors.
 - 2.3.4. Parents.
 - 2.3.5. Guardians.
- 2.4. The Contractor shall implement Positive Action to a minimum of 150 individuals who are in grades 6, 7 and/or 8 who are current members of the Boys and Girls Club at club locations identified in Section 2.1. The Contractor shall ensure:
 - 2.4.1. Programing is available to individuals during after school and summer programs.
 - 2.4.2. A minimum of 2.5 FTE prevention specialists are available for program implementation.
 - 2.4.3. Measure outcomes with the use of pre- and post-tests that are provided with each program.
- 2.5. The Contractor shall implement the Parenting Wisely program at each location identified in Section 2.1 in order to equip parents with the tools necessary to assist parents with learning constructive skills that are proven to lessen drug and alcohol abuse in youth, school and homework problems, delinquency and other problem behaviors, and family conflict. The Contractor shall ensure:
 - 2.5.1. The location in Section 2.1.2 targets parents of children attending the Camp Maniposa program, which supports children who have lost a parent to addiction
 - 2.5.2. Barriers to participation for parents are reduced by teaming with community partners to offer incentives to parents who participate, which may include but are not limited to:
 - 2.5.2.1. Dinner with child care provided at no cost.

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- 2.5.2.2. Raffles for heating oil and gas cards.
- 2.5.2.3. Give-a-ways such as rolls of quarters for use at laundry facilities while loaning out a computer with the parenting program on CD-ROM.
- 2.5.2.4. Transportation for families who have issues with getting to the Boys and Girls Club for parenting events.
- 2.5.3. A minimum of one (1) laptop is available at each location described in Section 2.1 for parents to sign out in order to complete the CD-ROM program.
- 2.5.4. Parents can sign out the CD-ROM program to use at their leisure on their home computers or in the Boys and Girls Club computer lab.
- 2.5.5. Parents have access to a computer to complete the Parenting Wisely program while their child(ren) attends Boys and Girls Club programming.

3. Outreach

- 3.1. The Contractor shall conduct outreach activities in a variety of methods that include, but are not limited to:
 - 3.1.1. Social media.
 - 3.1.2. Newsletters.
 - 3.1.3. Networking with community partners to advertise programming.
- 3.2. The Contractor shall ensure the Boys and Girls Club of Greater Nashua conducts outreach to maintain broad knowledge of available program by:
 - 3.2.1. Sending weekly email updates to a minimum of 950 households.
 - 3.2.2. Maintaining a social media following of 1000 followers.
- 3.3. The Contractor shall ensure the Boys and Girls Club of Souhegan Valley conducts outreach to maintain broad knowledge of available program by:
 - 3.3.1. Reaching an average of 3,500 homes per month through social media and e-mails.
 - 3.3.2. Reaching a minimum of 500 parents per month through parent newsletters.
- 3.4. The Contractor shall ensure the Boys & Girls Club of Grater Salem conducts outreach to maintain broad knowledge of available program by:
 - 3.4.1. Sending monthly e-mail newsletters to a minimum of 1,900 households.
 - 3.4.2. Maintaining a social media following of a minimum of 1,495 followers.
- 3.5. The Contractor shall distribute monthly e-mails to the membership database, which shall reach a minim of 960 families and all 2,846 members in order to provide consist knowledge of programming available through the Boys and Girls Clubs.

4. Evidence Based Programs

- 4.1. The Contractor shall utilize the Positive Action Prevention Program which supports the prevention, intervention and treatment of abuse of substances that include, but are not limited to:
 - 4.1.1. Alcohol.

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- 4.1.2. Tobacco.
- 4.1.3. Marijuana.
- 4.1.4. Methamphetamines.
- 4.1.5. Opiates.
- 4.1.6. Stimulants.
- 4.1.7. Steroids.
- 4.1.8. Hallucinogens.
- 4.1.9. Inhalants.
- 4.1.10. Prescription drugs.
- 4.2. The Contractor shall assist individuals increase their awareness of the negative consequences of substance misuse through the implementation of the Positive Action program, which:
 - 4.2.1. Teaches students a basic philosophy regarding the value of positive actions and consequences of the negative action of substance use.
 - 4.2.2. Teaches students on a daily basis of how and why the students can be strong and live without drugs.
 - 4.2.3. Explains that a positive self-concept is developed only by doing positive actions, which is a philosophy that can be applied to any given situation, including situations where youth may be pressured to drink, smoke or use drugs.
- 4.3. The Contractor shall ensure all program activities conducted in the Positive Action program are available to the general club population, in order to reduce individual labeling and increase bonding to school and community, at key transition points including but not limited to:
 - 4.3.1. Transition to middle school.
 - 4.3.2. Transition to high school.
- 4.4. The Contractor shall ensure Positive Action programming is available in addition to other club activities in which the individual may be involved, which may include, but is not limited to:
 - 4.4.1. Smart Moves.
 - 4.4.2. Money Matters.
 - 4.4.3. Passport to Manhood.
 - 4.4.4. Little Ambassadors Character Program.
 - 4.4.5. Torch Club Leadership Program.
 - 4.4.6. Keystone Leadership Program.
 - 4.4.7. Power Hour Homework Help.
 - 4.4.8. Project Learn.
 - 4.4.9. Triple Play.

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- 4.4.10. Character Counts.
- 4.4.11. Summer Brain Gain.
- 4.5. The Contractor shall purchase the Positive Action Drug Education Supplements Kits for Secondary Education, which includes but is not limited to:
 - 4.5.1. Three (3) to four (4) lessons taught at the end of each unit of grades five (5) through eight (8).
 - 4.5.2. The play, *Escape from the Shadows* that takes a metaphorical approach to being drug-free and avoiding behaviors that can lead to addiction.
 - 4.5.3. Materials for 30 individuals.
 - 4.5.4. Posters and hands-on materials.
- 4.6. The Contractor shall implement Parenting Wisely at sites identified in Section 2.1, which is a computer-based training program for parents of children ages 3 through 18 years based on social learning, cognitive behavior, and family systems theories, in order to increase parental communication and disciplinary skills. The Contractor shall:
 - 4.6.1. Ensure parents understand that the program includes nine (9) sessions lasting approximately 2 to 3 hours that consist of:
 - 4.6.1.1. Viewing a video enactment of a typical family struggle.
 - 4.6.1.2. Choosing from a list of solutions representing different levels of effectiveness, each of which are critiqued through questions and answers.
 - 4.6.1.3. A quiz at the end of each session.
 - 4.6.1.4. A workbook that contains program content and exercises to promote skill building and practice.
 - 4.6.2. Include suggestions and parenting tips from the Parenting Wisely program in newsletters at all sites in order to:
 - 4.6.2.1. Recruit and promote parents to participate in the full program.
 - 4.6.2.2. Share knowledge from the program in a broad manner in order to reduce isolation of parents who may want to participate.
 - 4.6.3. Minimize barriers to participation, which may include, but is not limited to:
 - 4.6.3.1. No cost childcare for parents who wish to participate in the program on-site.
 - 4.6.3.2. Allowing parents to sign out the CD-ROM set to view/complete on their home computers.
 - 4.6.3.3. Allowing parents to sign out a laptop in order to view/complete the program at their convenience.
 - 4.6.3.4. Providing transportation.
 - 4.6.3.5. Partnering with local entities to:
 - 4.6.3.5.1. Provide assistance in informing parents about Parenting Wisely.

[Handwritten Signature]
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- 4.6.3.5.2. Provide incentives including, but not limited to, gift cards to local businesses that can be given to participants upon completion of the program.
- 4.6.4. Ensure a Prevention Specialist oversees program activities for Positive Action and Parenting Wisely. The Contractor shall monitor:
 - 4.6.4.1. Program lending practices.
 - 4.6.4.2. Progress made by participants.
 - 4.6.4.3. Challenges encountered by participants and staff.
 - 4.6.4.4. Completion of the program, including printing and awarding Certificates of Completion.
- 4.7. The Contractor shall ensure fidelity with best practices by:
 - 4.7.1. Following recommended implementation processes by the developers and trainers of Positive Action and Parenting Wisely.
 - 4.7.2. Utilizing checklists.
 - 4.7.3. Collaborating with the NH Center for Excellence in order to implement pre- and post-tests, surveys and other evaluation and measurement tools available.
 - 4.7.4. Consulting with partners at Positive Action and Parenting Wisely, as needed, utilizing a maximum of six (6) hours of technical assistance from Positive Action consultants.
 - 4.7.5. Utilize 'train-the-trainer' techniques at sites identified in Section 2.1 to ensure new staff are trained in both programs.
- 5. Staffing
 - 5.1. The Contractor shall ensure Certified Prevention Specialist minimum staffing levels include, but are not limited to:
 - 5.1.1. One (1) Full Time Certified Prevention Specialist is on staff at the Greater Nashua location.
 - 5.1.2. One (1) Full Time Certified Prevention Specialist is on staff at the Greater Nashua location.
 - 5.1.3. One (1) Half Time Certified Prevention Specialist is on staff at the Souhegan Valley location.
 - 5.2. The Contractor shall ensure minimum staffing levels are available at each location identified in Section 2.1 as follows:
 - 5.2.1. Four (4) Full Time staff trained to administer the Positive Action Program at the Boys and Girls Club of Greater Salem.
 - 5.2.2. Two (2) Full Time staff and three (3) Part Time staff are trained to administer the Positive Action Program at the Boys and Girls Club of Souhegan Valley.
 - 5.2.3. Nine (9) Full Time staff are trained to administer the Positive Action Program at the Boys and Girls Club of Greater Nashua.

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- 5.3. The Contractor shall ensure each prevention specialist in Section 5.1 attends a minimum of eight (8) trainings with the NH Training Institute on Addictive Disorders.
- 5.4. The Contractor shall ensure each prevention specialist in Section 5.1 attends a minimum of one (1) education conference.
- 5.5. The Contractor shall ensure each prevention specialist in Section 5.1.2 and Section 5.1.3 obtains CPS Certification.

6. Workplan/Timetable

6.1. The Contractor shall provide services within timeframes as indicated in the timeline below:

Benchmarks	Deliverables	Timeline
Statewide acknowledgement of BGCs as partners in prevention	Press Release of Award	Upon contract effective date.
Order Positive Action and PW Materials for all BGCs	Acquire Materials to Implement Program	No later than two (2) weeks from the contract effective date.
Determine Cultural Adaptations needed	Make cultural adaptations needed	No later than two (2) weeks from the contract effective date.
Advertise open positions	Hire Prevention Specialists	No later than forty-five (45) days from the contract effective date.
Develop Marketing Material for all BGCs for Positive Action and PW Programs	Market Positive Action and Parenting Wisely Programs at all sites	No later than forty-five (45) days from the contract effective date.
Register youth in Positive Action Program at each site	Implement program	September 2017
Begin enrolling parents in PW program	Implement program	September 2017
Implementation continues at each site	60 youth will participate in Positive Action at Greater Salem, 60 youth at Greater Nashua, and 30 youth at Souhegan Valley. 30 Parents/Guardians will participate in Parenting Wisely at Greater Salem, 25 at Greater Nashua and 20 at Souhegan Valley	September 2017 to contract completion
Learning Collaborative	Increase skills and knowledge of staff at BGCs.	As required by the Department.

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- 6.2. The Contractor shall submit a final workplan with specific dates of events to the Department for approval within 10 days of the contract effective date.

7. Deliverables

- 7.1. The Contractor shall purchase all kits to implement the Positive Action program at three (3) Boys and Girls Club sites identified in Section 2.1 no later than ten (10) business days from the contract effective date.
- 7.2. The Contractor shall purchase all kits to implement the Positive Parenting program at three (3) Boys and Girls Club sites identified in Section 2.1 no later than ten (10) business days from the contract effective date.
- 7.3. The Contractor shall purchase one (1) laptop for each location identified in Section 2.1 for a total of three (3) laptops no later than fourteen (14) business days from the contract effective date.
- 7.4. The Contractor shall provide the Positive Action program to a minimum of one hundred fifty (150) youth of which:
- 7.4.1. A minimum of sixty (60) shall be from the Boys and Girls Club of Greater Salem.
- 7.4.2. A minimum of sixty (60) shall be from the Boys and Girls Club of Greater Nashua.
- 7.4.3. A minimum of thirty (30) shall be from the Boys and Girls Club of the Souhegan Valley.
- 7.5. The Contractor shall provide the Parenting Wisely program to a minimum of seventy-five (75) parents of which:
- 7.5.1. A minimum of thirty (30) shall be from the Boys and Girls Club of Greater Salem.
- 7.5.2. A minimum of twenty-five (25) shall be from the Boys and Girls Club of Greater Nashua.
- 7.5.3. A minimum of twenty (20) shall be from the Boys and Girls Club of the Souhegan Valley.

8. Performance Measures

- 8.1. The Contractor shall ensure 100% of program applications include a consent form for youth to participate in the Positive Action program at each site identified in Section 2.1.
- 8.2. The Contractor shall ensure a minimum of twenty (20) major community partners are involved with program activities during the contract period.
- 8.3. The Contractor shall ensure 100% of employees receiving funding from this agreement become Certified Prevention Specialist.
- 8.4. Local schools and community partners will report an increase in participation in community and school activities by program participants.
- 8.5. As a result of participating in the programs and services funded by this contract participants shall, at a minimum, demonstrate:
- 8.5.1. Increase in perception of harm/risk of the use of substances;

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- 8.5.2. Increase in perception of peer or parental/caregiver disapproval on the use of substances;
- 8.5.3. Increase in parental efficacy, and
- 8.5.4. Increase in parental communication and monitoring.

9. Participant Survey

- 9.1. The Contractor shall administer a survey, supplied by the Department, to all individuals participating in the selected service.
- 9.2. The Contractor shall ensure participants who complete the intervention fully complete all components of the survey design. The Contractor shall:
 - 9.2.1. Provide instruction to participants on the importance of completing the Department provided survey according to the Department instructions.
 - 9.2.2. Ensure the survey administration process includes the process for acquiring consent from program participants in the evaluation and in compliance with the Department's policies and protocols.
 - 9.2.3. Survey a minimum of eighty percent (80%) of program participants.

10. Data Storage and Reporting

- 10.1.1. The Contractor shall develop a system to safely store and maintain survey data in compliance with the Department's policies and protocols.
- 10.1.2. The Contractor shall be required to enter the completed survey data into a database provided by the Department. Survey data will be provided to the Department's contracted entity to provide evaluation.
- 10.1.3. The Contractor shall input data on a monthly basis to an online database as required by the Department. The Department will provide training on the use of the database system. The data includes, but is not limited to:
 - 10.1.3.1. Number of individuals served;
 - 10.1.3.2. Demographics of individuals served;
 - 10.1.3.3. Types of strategies or interventions implemented; and
 - 10.1.3.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions
- 10.1.4. The Contractor shall ensure compliance with all data reporting requirements including, but not limited to:
 - 10.1.4.1. The ability to communicate and submit required reports via email.
 - 10.1.4.2. The ability to submit the following reports in formats approved and/or provided by the Department:
 - 10.1.4.2.1. Enter and complete monthly data reporting in the New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the previous month, e.g. July data will be entered fully by August 20th;

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- 10.1.4.2.2. Submit monthly expenditure reports for reimbursement of costs associated with contract activities by the 20th business day following the end of the previous month.
 - 10.1.5. All data related exchanges, standards, policies, systems etc. may, at the sole discretion of the Department, be reviewed by the Department and/or the Department of Information Technology (DoIT) to assess conformance with Department and DoIT information security/privacy standards.
 - 10.1.5.1. The Contractor agrees to remedy, to the satisfaction of the Department and/or DoIT, any substantial non-conformance identified.



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Exhibit B

Method and Conditions Precedent to Payment

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

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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 Contractor's 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;

Exhibit C - Special Provisions

Contractor Initials

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

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

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

Exhibit C - Special Provisions

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services
Exhibit C



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

[Handwritten Signature]
7.2.17

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



REVISIONS TO GENERAL PROVISIONS

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Department reserves the right to renew the contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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

Contractor Initials

Date 7.7.17

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

Contractor Name:

7.7.17
Date

Name: MARCO NADEL
Title: CHIEF OPERATION OFFICER

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

7-7-17
Date


Name: MARCO A. ROSSI
Title: CHIEF OPERATION OFFICER

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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7-7-12

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

Name: MARCO ABRAM
Title: CHIEF OPERATION OFFICER

7.7.17
Date

Contractor Initials:
Date: 7.7.17

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

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

Contractor Initials

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

Page 1 of 2

Date 7-7-17

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Boys & Girls Club of Greater SALON

Name: MARLO ABRU
Title: CHIEF OPERATING OFFICER

7.7.17

Date

Exhibit G

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

Contractor Initials

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

Name: Mario Lopez
Title: Chief Operating Officer

7.7.17
Date

Contractor Initials ML
Date 7.7.17

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

32014

Contractor Initials

Date 3.7.17

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

3/2014

Contractor Initials

Date 3-7-12

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials

Date 7-7-17

New Hampshire Department of Health and Human Services



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- 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

3/2014

Contractor Initials

Date

7.7.17

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

Date 7.7.12

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

7/17/17
Date

Boys & Girls Club of Greater Salem
Name of the Contractor

[Signature]
Signature of Authorized Representative

MARCO ARZU
Name of Authorized Representative

CHIEF OPERATIONS OFFICER
Title of Authorized Representative

7-7-17
Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

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

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

Contractor Name: Boys & Girls Club of Greater Salem

Name: Marco Allen
Title: Chief Operating Officer

7.7.17
Date

Contractor Initials: [Signature]
Date: 7.7.17

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 099358004
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: _____

Contractor Initials [Signature]
Date 7.7.17



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

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

This 3rd Amendment to the Substance Misuse Prevention Direct Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and North Country Education Services Agency ("the Contractor"), a nonprofit with a place of business at 300 Gorham Hill Road, Gorham, NH 03581.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 23, 2017, (Item #20), as amended on June 20, 2018, (Item #37), as amended June 24, 2020, (Item #35), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$863,260
3. Add Exhibit A, Scope Of Services, Subsection 1.9, to read:
1.9. The Contractor shall participate in monthly compliance meetings with the Department.
4. Add Exhibit A, Scope Of Services, Subsection 1.10, to read:
1.10. The Department shall annually perform file reviews of the Contractor operations to ensure compliance with applicable federal and state laws.
5. Add Exhibit A, Scope Of Services, Subsection 1.11, to read:
1.11. The Department shall provide quarterly training and technical assistance to the Contractor.
6. Modify Exhibit B, Method and Conditions Precedent To Payment, Section 4, Paragraph 4.1., to read:
4.1. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
 - 4.1.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 4.1.2. Ensure the invoice identifies and requests reimbursement for authorized expenses incurred in the previous month.
 - 4.1.3. Provide supporting documentation of authorized expenses that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.1.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.



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

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



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

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

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

State of New Hampshire
Department of Health and Human Services

6/10/2021

Date

DocuSigned by:
Katja Fox
ED9D05B04C63442...
Name: Katja Fox
Title: Director

North Country Education Services Agency

6/10/2021

Date

DocuSigned by:
Lori Langolis
5BF284FB82C94A2...
Name: Lori Langolis
Title: Executive Director



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

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

OFFICE OF THE ATTORNEY GENERAL

6/10/2021

Date

DocuSigned by:

D5CA9202E32C4AE

Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-5 - Amendment #3

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

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

Contractor Name: North Country Education Services Agency

Budget Request for: Substance Misuse Prevention Direct Services

Budget Period: SFY 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 113,000.00	\$ -	\$ 113,000.00	\$ -	\$ -	\$ -	\$ 113,000.00	\$ -	\$ 113,000.00
2. Employee Benefits	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Repair and Maintenance	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Purchase/Depreciation	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ 3,500.00
5. Supplies:	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 15,500.00	\$ -	\$ 15,500.00	\$ -	\$ -	\$ -	\$ 15,500.00	\$ -	\$ 15,500.00
7. Occupancy	\$ 6,875.00	\$ -	\$ 6,875.00	\$ -	\$ -	\$ -	\$ 6,875.00	\$ -	\$ 6,875.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 3,750.00	\$ -	\$ 3,750.00	\$ -	\$ -	\$ -	\$ 3,750.00	\$ -	\$ 3,750.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,494.44	\$ -	\$ 1,494.44	\$ -	\$ -	\$ -	\$ 1,494.44	\$ -	\$ 1,494.44
11. Staff Education and Training	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
12. Subcontracts/Agreements	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect As A Percent of Direct	\$ -	\$ 12,745.56	\$ 12,745.56	\$ -	\$ -	\$ -	\$ -	\$ 12,745.56	\$ 12,745.56
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 159,319.44	\$ 12,745.56	\$ 172,065.00	\$ -	\$ -	\$ -	\$ 159,319.44	\$ 12,745.56	\$ 172,065.00

Indirect As A Percent of Direct

8.0%

State of New Hampshire

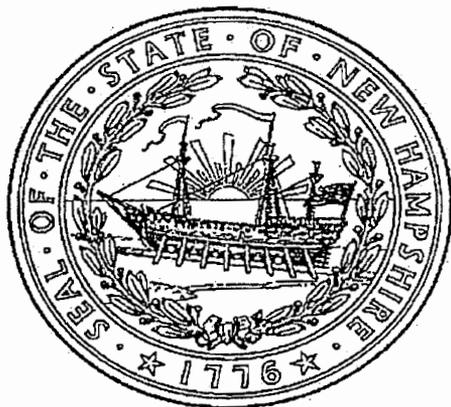
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY EDUCATION SERVICES AGENCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 29, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66448

Certificate Number: 0005340806



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Kathleen Kelley, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of North Country Education Services Agency, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 18, 2013, at which a quorum of the Directors/shareholders were present and voting.
(Date)

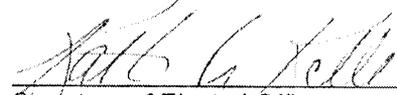
VOTED: That Lori Langlois, Executive Director or Matthew Treamer, Associate Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of North Country Education Services Agency, Inc to enter into contracts or agreements with the State.
(Name of Corporation/ LLC)

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

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

Dated: 5/20/21



Signature of Elected Officer
Name: Kathleen Kelley
Title: Treasurer/Secretary



EXECUTIVE BOARD

MINUTES

Tuesday, June 18, 2013

9:30 a.m.

- C. Baker (PSU)
- R. Bell (DOE Liaison)
- R. Bellavance (MAL)
- P. Bousquet (20)
- C. Cascadden (3)-VP
- G. Corrigan (20 Rep)
- B. Dube (NCES)
- H. Fensom (36)
- R. Healey (NCES)
- B. Keenan (MAL)
- B. Labs (23)
- C. Ladd (58)
- L. Langlois (NCES)
- P. MacMillan (35) PRES
- J. McGann (68)
- T. McGuire (77)
- R. Mills (7)
- R. Pike (SU 57)
- K. Pfeifer (84)
- G. Placy (SAU 7)
- A. Platt (MAL) – Treas
- K. Shyne (MAL)
- K. Soucy (MAL)
- D. Stewart (WMCC)
- M. Tremer (NCES)
(in building)
- L. Blais (Admin.Asst.)

I. Call to Order-Welcome New Members and Guests

P. MacMillan called the meeting to order at 9:28 am. A round-table introduction was done for Pierre Couture, incoming SAU 35 Superintendent.

II. Introduction of New Executive Director

R. Healey said it is his pleasure to introduce Lori Langlois as the new Executive Director of NCES. He said she has done an outstanding job as Associate Director.

III. Collaboration Project Summary-Final Report-Wayne Gersen

R. Healey said that he has asked Dr. Gersen to give a final report on the Collaboration Tillotson Project. Wayne Gersen dispersed two handouts. He briefly discussed what was projected from the grant which started in 2011. He touched on a few important items: CCSS, Smarter Balanced Assessment, technology software and hardware, CIA, USDOE waiver, collaboration and supporting NCES. R. Healey thanked W. Gersen for all his time and effort over the last two years.

IV. Consent Agenda

- Board Minutes of May 21, 2013
- Finance/Personnel Minutes of May 21, 2013
- Policy Minutes of May 21, 2013

Motion: to accept the Consent Agenda by K. Pfeifer.

Seconded by P. Bousquet.

Motion Carried: all in favor; none opposed.

V. May 2013 Financial Summary

B. Dube said the Finance Summary begins on page 9 of the packet; asked if there were any questions. None were asked.

VI. Executive Director's Report

- **Collaboration Grant Evaluation:** R. Healey said that Kathleen Norris is scheduled to complete the second phase evaluation of the Collaboration Grant. He feels she did a great job the first time. He is planning to meet with her soon. C. Ladd asked if L. Langlois will be at this meeting. R. Healey said it was not planned; but will update her when he returns.

K. Pfeifer asked if the Wormeli reading circles were still happening. R. Healey said that at the last two meetings, other items have evolved. K. Pfeifer said we committed to the reading

circles so the districts would be prepared for the Wormeli presentation. R. Healey is proposing that the Board decide what to do with any excess money (from the Commissioner) that is left once the Wormeli presentation is paid. Discussion ensued. P. MacMillan asked that this be put on September's Board Agenda for discussion. P. Bousquet suggested reviewing the minutes from the last three months.

- **Tillotson Grant Proposal Update:** L. Langlois received a call from Tillotson; said they are prepared to send NCES a check for \$70,000 this month. NCES needs to apply for the second half. L. Langlois explained that in order to begin the second cohort of NISL, NCES needs to know if the grant is guaranteed. Tillotson said they will invite NCES back and a decision will be made at the beginning of September.
- **Position Openings Update:** R. Healey said that based on district needs; NCES is looking to fill some positions; Speech and language Therapist, Occupational Therapist and School Psychologist.

VI. Professional Development Reports

L. Langlois update the Board on the following: Tillotson Application (already discussed); 2014 North Country Middle School Film Festival; the upcoming Intel Math class this summer; USDA video conferencing units are being installed; and Gale Reference Library Consortium. R. Healey mentioned that M. Tremer is in the building, but not in the meeting due to the NISL workshop taking place downstairs.

VII. Other Business

- **NH DOE Liaison Update:** R. Bell was not in attendance this month; recovering from an operation. C. Ladd said he will be up next month to meet with Lori and Matt. R. Healey added that he feels NCES is in good hands with having R. Bell as the liaison, he has been helpful.
- **Signing Authorization; Lori and Matt:** P. MacMillan asked for two motions from the Board to allow L. Langlois and M. Tremer (as back up) to authorize new contracts and agreements.

Motion: to certify, as of July 1, 2013, L. Langlois, Executive Director of North Country Education Services, to sign all forms and enter into any contracts or agreements as outlined in the ByLaws, including contracts and agreements with the State of New Hampshire and Department of Education by P. Bousquet.

Seconded by B. Keenan.

Motion Carried: most in favor; one opposed (K. Pfeifer).

Motion: to certify, as of July 1, 2013, M. Tremer, Associate Director of North Country Education Services, to sign all forms and enter into any contracts or agreements as outlined in the ByLaws, including contracts and agreements with the State of New Hampshire and Department of Education by C. Ladd.

Seconded by C. Baker.

Motion Carried: all in favor; none opposed.

- **Non-Public Session:** Before going into non-public session, R. Healey wanted to thank the Board for their help over the last three years. P. MacMillan presented R. Healey with a plaque for his dedication and leadership. R. Healey also thanked P. MacMillan for his time as President and wished him best on his retirement.

Motion: to enter into non-public session at 10:35 am by J. McGann.

Seconded by C. Cascadden.

Motion Carried: all in favor; none opposed.

Motion: to return to public session at 10:44 am by P. Bousquet.
Seconded by C. Ladd.

Motion Carried: all in favor; none opposed.

During the non-public session, the Executive Board supported the Policy Committee's and R. Healey's recommendation to award B. Dube five days paid vacation.

VIII. Next meeting: Tuesday, September 17, 2013 at 9:30am.

IX. Adjournment

Motion: to adjourn the Executive Board meeting at 10:50 am by B. Keenan.
Seconded by C. Cascadden.

Motion carried: all in favor; none opposed.

Respectfully submitted by:



Lisa M Blais, Administrative Assistant



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: North Country Education Services Agency 300 Gorham Hill Road Gorham, NH 03581		Member Number: 953	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2021	7/1/2022	Each Occurrence	\$ 5,000,000	
			General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2021	7/1/2022	Combined Single Limit (Each Accident)	\$5,000,000	
			Aggregate	\$5,000,000	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease – Each Employee	\$2,000,000	
			Disease – Policy Limit		
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2021	7/1/2022	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 5/24/2021 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



Mission

NCES collaborates with public schools and community partners to support excellent and equitable educational opportunities throughout the North Country.

Vision

Exceptional educational experiences and realized potential for all students.

NORTH COUNTRY EDUCATION SERVICES AGENCY
FINANCIAL STATEMENTS
With Independent Auditor's Report Thereon

June 30, 2020 and 2019

NORTH COUNTRY EDUCATION SERVICES AGENCY

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June 30, 2020 and 2019

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INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS

To the Members of the Board of Directors and Management
North Country Education Services Agency

Report on the Financial Statements. We have audited the accompanying financial statements of the North Country Education Services Agency (a non-profit corporation) as listed in the table of contents, which comprise the statements of financial position as of June 30, 2020 and 2019, 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 audit. We conducted our audit in accordance auditing standards that are generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the 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 evaluation the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion. In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the North Country Education Services Agency, as of June 30, 2020 and 2019, 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.

Report on Supplementary Schedule. Our audit was performed for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule listed in the table of contents is presented for purposes of additional analysis and is 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. We have applied certain limited procedures to the supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing it for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Paul J. Mercier, Jr. cpa for

The Mercier Group, *a professional corporation*

Grantham, New Hampshire

September 14, 2020

Financial Statements

Exhibit A

NORTH COUNTRY EDUCATION SERVICES AGENCY*Statements of Financial Position*

June 30, 2020 and 2019

All numbers are expressed in USA Dollars

	<u>2020</u>	<u>2019</u>
ASSETS		
CURRENT ASSETS		
Cash	130,581	15,806
Investments	768,523	694,303
Accounts receivable	187,364	123,814
Grants receivable	70,408	28,815
Prepaid expenses		1,050
	<u>1,156,876</u>	<u>863,788</u>
PROPERTY AND EQUIPMENT		
Land	35,000	35,000
Buildings	609,967	609,967
Equipment	17,618	23,082
Less: accumulated depreciation	(531,387)	(517,060)
	<u>131,198</u>	<u>150,989</u>
	<u>1,288,074</u>	<u>1,014,777</u>
LIABILITIES AND NET ASSETS		
LIABILITIES		
Current:		
Accounts payable	5,239	1,071
Deferred revenues	30,822	18,295
	<u>36,061</u>	<u>19,366</u>
Long-term, <i>less current maturities</i>		
Contingency for unfunded pension & OPEB obligations:		
Agency share of NHRS net pension liabilities, deferred inflows and outflows of resources	1,226,327	1,288,207
Agency share of NHRS net OPEB liabilities, deferred inflows and outflows of resources	71,629	98,862
	<u>1,297,956</u>	<u>1,387,069</u>
	<u>1,334,017</u>	<u>1,406,435</u>
NET ASSETS		
Without donor restrictions:		
Board designated for equipment	2,500	-
Board designated for building improvements	86,664	64,056
Net investment in property & equipment	131,198	150,989
Available to operations	588,637	465,840
Deficit related to unfunded pension obligations	(1,297,956)	(1,387,069)
	<u>(488,957)</u>	<u>(706,184)</u>
With donor restrictions:		
Program purposes	443,014	314,526
	<u>(45,943)</u>	<u>(391,658)</u>
	<u>1,288,074</u>	<u>1,014,777</u>

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

Exhibit B
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Activities
 For the Fiscal Years Ending June 30, 2020 and 2019

All amounts are expressed in USA Dollars

	2020			2019		
	Without Donor	With Donor	Total	Without Donor	With Donor	Total
	Restrictions	Restrictions		Restrictions	Restrictions	
OPERATING REVENUES						
Federal grants		364,503	364,503		275,113	275,113
State grants		357,977	357,977		271,417	271,417
Local government agencies		195,332	195,332		126,037	126,037
Other non-profit agencies		183,000	183,000		347,236	347,236
Donations		8,885	8,885	676	11,269	11,945
Program service revenue	1,016,098		1,016,098	865,375		865,375
	1,016,098	1,109,697	2,125,795	866,051	1,031,072	1,897,123
OPERATING EXPENSES						
Program Services:						
NCES Programs	568,615		568,615	721,242		721,242
Substance Misuse Prevention	172,064		172,064	159,093		159,093
Coos County Director's Network	140,743		140,743	129,902		129,902
Adult Learner Services	137,725		137,725	142,814		142,814
NHCTA	102,574		102,574	123,295		123,295
SAP	99,745		99,745	92,000		92,000
PPP	86,263		86,263			-
Migrant	80,000		80,000	74,416		74,416
SEL	67,305		67,305			-
Jane's Trust	43,745		43,745	52,088		52,088
NHCF - Operating support	34,149		34,149	5,851		5,851
FFCLA CTSO	7,946		7,946	14,142		14,142
TSA CTSO	435		435	10,733		10,733
Tillotson - Hi SET	65		65	65		65
USDA Equipment			-	58,185		58,185
NHH Foundation			-	27,778		27,778
Tillotson - Trauma			-	27,778		27,778
Endowment for health			-	12,122		12,122

Exhibit B
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Activities
For the Fiscal Years Ending June 30, 2020 and 2019

All amounts are expressed in USA Dollars

	2020			2019		
	Without Donor	With Donor	Total	Without Donor	With Donor	Total
	Restrictions	Restrictions		Restrictions	Restrictions	
ECERS CDN			-	6,740		6,740
NHCF - Administration			-	5,000		5,000
SUAV			-	4,264		4,264
Tillotson - No. of the 44th			-	192		192
	1,541,374	-	1,541,374	1,667,700	-	1,667,700
Supporting activities:						
Management and general	319,145		319,145	379,130		379,130
	1,860,519	-	1,860,519	2,046,830	-	2,046,830
NET OPERATING INCOME(LOSS)	(844,421)	1,109,697	265,276	(1,180,779)	1,031,072	(149,707)
NONOPERATING INCOME AND TRANSFERS AND RECLASSIFICATIONS						
Investment income	76,439		76,439	56,851		56,851
Unrelated business income - garage rent	4,000		4,000	4,400		4,400
Net assets released from restrictions	981,209	(981,209)	-	1,017,163	(1,017,163)	-
	1,061,648	(981,209)	80,439	1,078,414	(1,017,163)	61,251
CHANGE IN FINANCIAL POSITION	217,227	128,488	345,715	(102,365)	13,909	(88,456)
NET ASSETS (DEFICIT) - BEGINNING, as rest	(706,184)	314,526	(391,658)	(603,819)	300,617	(303,202)
NET ASSETS (DEFICIT) - ENDING	(488,957)	443,014	(45,943)	(706,184)	314,526	(391,658)

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

Exhibit C
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Functional Expenses
For the Fiscal Years Ending June 30, 2020 and 2019

All amounts are expressed in USA Dollars

	2020			2019		
	Regular	Management	Total	Regular	Management	Total
	Educational Programs	and General		Educational Programs	and General	
Salaries and other compensation	587,691	212,996	800,687	557,159	231,301	788,460
Pension expense	68,951	31,924	100,875	65,945	30,733	96,678
Other Employee benefits	123,292	52,198	175,490	121,206	49,730	170,936
Payroll taxes	36,232	17,655	53,887	36,163	18,485	54,648
Staff development	28,533	2,116	30,649	20,111	3,298	23,409
Contracted services	395,651	6,800	402,451	306,170	6,800	312,970
Occupancy	52,502	6,959	59,461	49,963	8,223	58,186
Administrative expenses	25,279	7,769	33,048	23,709	7,679	31,388
Travel	36,263	2,192	38,455	45,074	4,566	49,640
Materials & supplies	220,897	-	220,897	392,366	-	392,366
Insurance	12,152	1,075	13,227	10,144	1,122	11,266
Depreciation	14,843	4,948	19,791	15,216	5,072	20,288
Decrease in estimated net pension liabilities (NHRs)	(42,297)	(19,583)	(61,880)	(42,068)	(20,720)	(62,788)
Increase in estimated net OPEB obligations (NHRs)	(18,615)	(8,618)	(27,233)	66,542	32,320	98,862
Tax on unrelated business income		714	714		521	521
	1,541,374	319,145	1,860,519	1,667,700	379,130	2,046,830

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

Exhibit D

NORTH COUNTRY EDUCATION SERVICES AGENCY*Statements of Cash Flows*

For the Fiscal Years Ending June 30, 2020 and 2019

All amounts are expressed in USA Dollars

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net operating income(loss)	265,276	(149,707)
<i>Adjustments to reconcile to net cash provided by (used in) operating activities:</i>		
Depreciation Expense	19,791	20,288
Difference between pension & OPEB expenses and NHRS plan contributions	(89,113)	36,074
Change in assets and liabilities:		
(Increase) decrease in assets:		
Accounts receivable	(63,550)	(27,983)
Grants receivable	(41,593)	(5,765)
Prepaid expenses	1,050	(56)
Increase (decrease) in liabilities:		
Accounts payable	4,168	103
Deferred revenues	12,527	18,122
	<u>108,556</u>	<u>(108,924)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Unrelated business income - garage rent	4,000	4,400
Earnings on investments	76,439	56,851
Purchase of Investments	(74,220)	(53,195)
	<u>6,219</u>	<u>8,056</u>
NET INCREASE (DECREASE) IN CASH	<u>114,775</u>	<u>(100,868)</u>
CASH - BEGINNING	<u>15,806</u>	<u>116,674</u>
CASH - ENDING	<u>130,581</u>	<u>15,806</u>

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

NORTH COUNTRY EDUCATION SERVICES AGENCY*Notes to Financial Statements*June 30, 2020 and 2019

NATURE OF OPERATIONS

North Country Education Services Agency is a voluntary, not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended. Its purpose is to provide member organizations and the persons served thereby, directly and indirectly, with educational, administrative and technological services, courses, facilities, and equipment generally and including, without thereby limiting such generality, educational consulting services and the coordination of services supplied by others, administrative and technological assistance, counselor and other specialized personnel, and specialized instruments, facilities and equipment. The degree of participation in and subscription to the services of the Agency by districts of the School Administrative Unit are determined by them individually. Membership in the organization is currently comprised of the eleven school administrative units and supervisory unions listed below. The management and controls of the affairs of this corporation are vested in and exercised by a Board of Directors consisting of eleven (11) superintendents, or their designee, of the New Hampshire School Administrative Units 3, 7, 9, 20, 35, 36, 58, 68, 77, 84, and members at large appointed by a majority of the board who are individuals or representatives from organizations who are committed to the betterment of education and the betterment of North Country Education Services Agency.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Statement Presentation. The financial statements have been prepared in accordance with U.S. generally accepted accounting principles (GAAP), which require the Agency to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Agency. These net assets may be used at the discretion of management and the board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors, and grantors. The donor restrictions are temporary in nature; those restrictions will be met by certain actions or by the passage of time.

Basis of Accounting. The Agency presents its financial statements on the accrual basis of accounting. Under this basis, exchange revenues and related accounts receivables are recognized when earned. Non-exchange revenues (grants, contributions, donations, etc.) are recognized when received. Expenses and related payables are recognized when title to goods and services passes to the Agency.

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

NORTH COUNTRY EDUCATION SERVICES AGENCY*Notes to Financial Statements*June 30, 2020 and 2019

Cash and cash equivalents. Cash consists of bank deposits held in checking and savings accounts. For purposes of reporting the statements of cash flows, if any, all highly liquid debt instruments purchased with a maturity of three months or less are considered to be cash equivalents.

Investments. Investments are accounted for according to Statement of Financial Accounting Standard (SFAS) No. 124, *Accounting for Certain Investments Held by Not-for-Profit Organizations*. Under SFAS No. 124, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statements of financial position. Unrealized gains and losses are included in the change in net assets.

Concentrations of credit and market risk. Financial instruments that potentially expose the Agency to *credit risk* consist primarily of bank deposits and investments in participation units of the New Hampshire Public Deposit Investment Pool. It is the Agency's policy to deposit monies in high quality financial institutions and to limit risk by maintaining deposits within the Federal Depository Insurance Limits (FDIC) whenever possible. The Agency has not experienced any losses on its cash deposits during FY2020 or FY2019. *Market risk* is limited to fluctuations in the prices of mutual funds. Management monitors investments in high quality mutual funds and believes it is not exposed to significant market risk on those amounts. Each participation unit of the Pool is valued at one-dollar and the price there of does not fluctuate with the market values of underlying investments.

Public Support and Revenues. Substantially, all revenue is derived from contract fees from member school districts and grants awarded by government agencies. Revenues from service fees are recognized on a monthly basis as services are invoiced. Some grants received from governments, private foundations and other not-for-profit entities require that eligible expenditures be made in order to recognize the revenue. Revenues from those sources are recognized in the period in which eligible expenditures are made. Secondary support is obtained from the rental of facilities, private donations, interest, dividends and capital gains on investments.

Contributions. Contributions received are recorded as increases in net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of restrictions. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Contributed Services. From time to time, the Agency may receive donated services in carrying out the mission and fund-raising activities of the Agency. Such donations meet the criteria for revenue recognition when all of the following conditions are met:

- Special skills are required
- The work is done by volunteers who have these skills
- The services would otherwise have to be purchased

The value of volunteer services is also recorded when the services create or improve upon a non-

NORTH COUNTRY EDUCATION SERVICES AGENCY*Notes to Financial Statements*

June 30, 2020 and 2019

financial asset. In those cases, revenue is recognized in the amount of the value of the hours contributed or via the change in fair value of the altered asset. The Agency received no reportable donated services during FY2020 or 2019.

Deferred Revenues and Refundable Advances. Service charges received in advance of the year to which they apply are reported as *deferred revenue* in the statement of financial position. Amounts received from grants in advance of the year to which relating eligible expenses have been incurred are reported as *refundable advances*.

Functional Allocation of Expenses. The costs of providing program services and supporting activities have been summarized on a functional basis in the *Statements of Activities*. Expenses are charged to program services based on direct costs incurred or estimated usage (for indirect costs). Any expenses not directly chargeable are allocated to functions based on the direct charges. Annually, an indirect cost rate is established by the Agency and approved by the State of New Hampshire Department of Education for this purpose.

Prepaid Expenses. Disbursements made in advance of the receipt of goods and services are recorded as prepaid expenses in the statement of financial position.

Property and Equipment. All costs of property and equipment, and the fair value of donated assets value in excess of \$1,000 and an initial economic useful life of greater than one accounting period are capitalized. Depreciation is computed by the straight-line method, beginning in the month of acquisition at rates based on the following estimated useful lives:

	<u>Years</u>
Buildings	30
Equipment	5

Accumulated Unpaid Vacation and Sick Pay. Vacation time is granted to full-time employees in amounts of 5 to 20 days per year, depending on positions held. Such vacation time must be used prior to September 1 of the following year. Sick leave is accumulated at the rate of 1 work day earned for every 20 days worked, not to exceed 12 days annually; total accumulation of sick leave may not exceed 70 days. Accumulated unpaid vacation and sick pay is not accrued by the Agency. However, estimated accumulation does not exceed a normal year's allowance.

Income Taxes. The Agency is organized exclusively for tax-exempt charitable and educational purposes within the meaning of Section 501(a) and Section 501(c)(3) of the Internal Revenue Code of 1954, as amended. The Agency is not a private Agency within the meaning of Internal Revenue Code Section 509(a). During the years ended April 30, 2020 and 2019, the Agency had unrelated business income for the rental of facilities; the income taxes on which is made in the accompanying financial statements. Contributions to the Agency are deductible as allowed under Section 170(b)(1)(A)(vi) of the Code.

ASSETS

Deposits. All bank deposits as of June 30, 2020 and 2019 and substantially throughout the fiscal years then ended were fully insured by the Federal Deposit Insurance Corporation (FDIC) or collateralized with securities held by the pledging institution.

NORTH COUNTRY EDUCATION SERVICES AGENCY*Notes to Financial Statements*

June 30, 2020 and 2019

Cash Equivalents. Short-term investments at December 31, 2020 and 2019, and throughout the fiscal years then ended consisted of participation units in the New Hampshire Public Deposit Investment Pool (NHPDIP). Governmental Accounting Standards consider these investments unclassified since underlying investments are not fixed by individual investor. At this time, the Pool's investments are limited to short-term U.S. Treasury and U.S. Government Agency obligations, State of New Hampshire municipal obligations, certificates of deposit from AI/PI-rated banks, money market mutual funds (maximum of 20% of portfolio), overnight to 30-day repurchase agreements and reverse overnight repurchase agreements with primary dealers or dealer banks.

Investments. Investments, the fair value of which is measured at quoted prices in active markets for identical investments as of June 30, 2020 and 2019, include the following:

	<u>2020</u>	<u>2019</u>
Mutual Funds	\$ 768,523	\$ 694,303

The composition of investment return in the statement of activities for the years ended December 31, 2020 and 2019 were as follows:

	<u>2020</u>	<u>2019</u>
Interest and dividends	\$ 2,219	\$ 3,656
Capital gain distributions	74,220	53,195
	<u>\$ 76,439</u>	<u>\$ 56,851</u>

Accounts Receivable. Accounts Receivable at June 30, 2020 and 2019 include service fees due from member school districts or program participants. All are considered to be collectible and no reserve for uncollected accounts has been established.

Grants Receivable. Grants Receivable at June 30, 2020 and 2019 include amounts due from the Federal Government, the State of New Hampshire, other political subdivisions or private contributors for eligible costs expended on various grant programs. All are considered to be collectible and no reserve for uncollected accounts has been established.

Property and Equipment. A summary of changes in property and equipment for the fiscal years ended June 30, 2020 and 2019 are as follows:

	Balance <u>July 1, 2019</u>	<u>Additions</u>	<u>Deductions</u>	Balance <u>June 30, 2020</u>
Land	\$ 35,000	\$ -	\$ -	\$ 35,000
Buildings	609,967	-	-	609,967
Equipment & Furnishings	23,082	-	5,464	17,618
	668,049	-	5,464	662,585
Less: Accumulated Depreciation	(517,060)	(19,791)	(5,464)	(531,387)
	<u>\$ 150,989</u>	<u>\$ (19,791)</u>	<u>\$ -</u>	<u>\$ 131,198</u>

NORTH COUNTRY EDUCATION SERVICES AGENCY*Notes to Financial Statements*

June 30, 2020 and 2019

	Balance July 1, 2018	Additions	Deductions	Balance June 30, 2019
Land	\$ 35,000	\$ -	\$ -	\$ 35,000
Buildings	609,967	-	-	609,967
Equipment & Furnishings	27,854	-	(4,772)	23,082
	672,821	-	(4,772)	668,049
Less: Accumulated Depreciation	(501,544)	(20,288)	(4,772)	(517,060)
	<u>\$ 171,277</u>	<u>\$ (20,288)</u>	<u>\$ (9,544)</u>	<u>\$ 150,989</u>

Risk Management. The Agency is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets, errors or omissions, injuries to employees, and natural disasters. During the fiscal year, the Agency was a member of the following public-entity risk pools, currently operating as a common risk management and insurance programs for member school districts, school administrative units and similar government-supported agencies.

The *New Hampshire Public Risk Management Exchange (Primex³) Workers' Compensation and P/C GROUP* are pooled risk management programs under RSA 5-B and RSA 281-A. The coverage period runs from July 1, 2019 to July 1, 2020. The pool's board has determined to retain risks based on the aggregate exposure and has allocated resources based on actuarial analysis for that purpose. A summary of coverages provided during the fiscal year by *Primex³*, deductibles, contributions, claims paid and credits or balances due are available from the Agency upon request.

- Estimated net contribution billed for the year ending July 1, 2020 are as follows:

- Property/Liability	\$ 4,299
- Workers' Compensation	\$ 2,621

The Member Participation Agreement permits *Primex³* to make additional assessments to members should there be a deficiency in Trust assets to meet its liabilities. At this time management understands that *Primex³* foresees no likelihood of an additional assessment for this or any prior year. Claims have not exceeded insurance coverage in any of the past years.

LIABILITIES

Line of Credit. During fiscal years ended June 30, 2020 and 2019, the organization had available a \$100,000 line of credit secured by substantially all business property other than real estate. The note includes a variable interest rate equal to the Wall Street Journal Prime Rate plus 2%. Outstanding balances at June 30, 2020 and 2019 were zero.

Cost-Sharing Defined Benefit Pension Plan. Full-time employees participate in the State of New Hampshire Retirement System (NHRS), a public employee retirement system that administers one cost-sharing multiple-employer defined benefit pension plan (Pension Plan) and four separate cost-sharing multiple-employer postemployment medical subsidy healthcare plans. The Pension Plan was established in 1967 by RSA 100-A:2 and is qualified as a tax-exempt organization under Sections 401(a) and 501(a) of the Internal Revenue Code. The Pension Plan is a contributory, defined benefit plan providing service, disability, death and vested retirement benefits to members and their beneficiaries. Substantially all full-time state employees, public school teachers and administrators, permanent firefighters and permanent police officers within the State are eligible and required to participate in the Pension Plan. Full-time employees of political subdivisions, including counties, municipalities and school districts, are also eligible to participate as a group if the

NORTH COUNTRY EDUCATION SERVICES AGENCY

Notes to Financial Statements

June 30, 2020 and 2019

governing body of the political subdivision has elected participation.

NHRS is divided into two membership groups. By statute, Group I (employee and teacher) members contribute 7% of their salary to NHRS. Group II (police & fire) members contribute 11.5% and 11.8% respectively. While member rates are set by statute, employer rates are set by the NHRS Board of Trustees every two years after a biennial actuarial valuation is conducted using the *Entry Age Normal* actuarial method. Employer contributions are assessed at five different rates, one each for state employees, political subdivisions employees, teachers, police and fire. NHRS employers are required by the New Hampshire Constitution to pay 100% of the actuarial sound employer contribution rate as certified by the NHRS Board of Trustees to fully fund the pension plan and to pay down the retirement system's unfunded actuarial accrued liability over a closed amortization period. Currently, employer contribution rates for the period July 1, 2019 through June 30, 2020 are as follows:

	Group I		
	Pension	Medical Subsidy	Total
Employees	11.08%	0.30%	11.38%
Teachers	15.70%	1.66%	17.36%

For reporting purposes, the Agency follows the provisions of GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27*, which requires participating employers to recognize their proportionate share of collective net pension liability, deferred outflows of resources, deferred inflows of resources and pension expense. Estimated collective amounts have been allocated by NHRS based on employer contributions during the respective fiscal years. Contributions to the plan are recognized when legally due, based on statutory requirements. This information along with significant assumptions and inputs for total pension liabilities, the NHRS's fiduciary net position and current year sources of changes to net pension liabilities are available for the plan as a whole as well as audited cost-sharing schedules by individual members in the System's Comprehensive Annual Financial Report and other annual reports are available from the NHRS located at Regional Drive ~ Concord, NH 03301-8509 or on its web site at: <https://www.nhrs.org> and <https://www.nhrs.org/employers/employer-resources/gasb/gasb-reports>

Benefit amounts and eligibility requirements for the **cost-sharing multiple-employer postemployment medical subsidy plan (OPEB Plan)** are set by state law (RSA 100-A:52, RSA 100-A:52-a and RSA 100-A:52-b), and members are designated in statute by type. The four membership types re Group II, Police Officers and Firefighters; Group I, Teachers; Group I, Political Subdivision Employees; and group I, State Employees. The OPEB Plan provides a medical insurance subsidy to qualified retired members. The medical insurance subsidy is a payment made by NHRS to the former employer or its insurance administrator toward the cost of health insurance for a qualified retiree, his/her qualified spouse, and his/her certified dependent children with a disability who are living in the household and being cared for by the retiree. If the health insurance premium amount is less than the medical subsidy amount, then only the health insurance premium amount will be paid. If the health insurance premium amount exceeds the medical subsidy amount, then the retiree or other qualified person is responsible for paying any portion that the employer does not pay.

Group I benefits are based on creditable service, age and retirement date. Group II benefits are based on hire date, age and creditable service. The OPEB plan is closed to new entrants. Maximum

NORTH COUNTRY EDUCATION SERVICES AGENCY*Notes to Financial Statements*

June 30, 2020 and 2019

medical subsidy rates paid during fiscal years 2019 (the most recently available valuation dates) were as follows:

- For qualified retirees not eligible for Medicare, the amounts were \$375.56 for a single-person plan and \$751.12 for a two-person plan.
- For those qualified retirees eligible for Medicare, the amounts were \$236.84 for a single-person plan and \$473.68 for a two-person plan.

For reporting purposes, the Agency follows the provisions of GASB Statement No. 75, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27*, which requires the Agency to recognize their proportionate share of collective OPEB liability, deferred outflows of resources, deferred inflows of resources and OPEB expense. However, those amounts were not available for inclusion in this report. As provided in the reports above, collective amounts have been allocated based on employer contributions during the respective fiscal years. Contributions to the plan are recognized when legally due, based on statutory requirements. This information along with significant assumptions and inputs for total OPEB liabilities, the NHRS's fiduciary net position and current year sources of changes to net pension liabilities are available for the plan as a whole as well as audited cost-sharing schedules by individual members in the System's Comprehensive Annual Financial Report and other annual reports are available from the NHRS located at Regional Drive ~ Concord, NH 03301-8509 or on its web site at: <https://www.nhrs.org> and <https://www.nhrs.org/employers/employer-resources/gasb/gasb-reports>

NET ASSETS

Board Designated for Equipment. During the FY20 fiscal year, the board established a reserve for equipment replacements. Balances in the reserve account as of June 30, 2020 and available for that purpose was \$2,500.

Board Designated for Building Improvements. Amounts designated for building repairs and improvements is funding monthly based on prior loan payment amounts of \$1,884. Balances of the reserve account and available for that purpose as of June 20, 2020 and 2019 were \$86,664 and \$64,056 respectively.

Temporarily Restricted Net Assets.

Restricted for Program Purposes. Net assets restricted by grantors for program purposes include the following:

	<u>2020</u>	<u>2019</u>
NHCTA	255,847	163,089
Coos County Director's Network	\$ 115,365	\$ 93,108
Paycheck Protection Program	38,737	-
SEL	32,695	-
Tillotson - Hi SET	370	435
Jane's Trust	-	43,745
NHCF Operating Support	-	14,149
	<u>\$ 443,014</u>	<u>\$ 314,526</u>

NORTH COUNTRY EDUCATION SERVICES AGENCY

Notes to Financial Statements

June 30, 2020 and 2019

SUMMARY DISCLOSURE OF SIGNIFICANT CONTINGENCIES

Grants. Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally State oversight agencies or the Federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the Agency. The amount which may be disallowed by the grantor cannot be determined at this time although the Agency expects such amounts, if any, to be immaterial.

Supplementary Schedules

Exhibit C1
NORTH COUNTRY EDUCATION SERVICES AGENCY
Comparative Schedule of Pension Obligations
As of June 30, 2020

All amounts are expressed in USA Dollars

Estimated future pension obligations - New Hampshire Retirement System (NHRS). Selected comparative information from NHRS's audited financial statements and cost-sharing schedules that is specific to the Agency is as follows:

	Actuarial Valuation as of June 30,						
	2013	2014	2015	2016	2017	2018	2019
Proportionate share	0.03138606%	0.03000652%	0.02908921%	0.02839177%	0.02942595%	0.02299710%	0.02536250%
Employer contribution	\$ 78,043	\$ 97,348	\$ 97,590	\$ 101,665	\$ 107,800	\$ 97,199	\$ 89,370
Net Pension Liability	\$ 1,350,788	\$ 1,126,320	\$ 1,152,377	\$ 1,509,759	\$ 1,447,166	\$ 1,107,357	\$ 988,133
Deferred outflows of resources:							
Differences between expected and actual investment earnings on pension plan investments	<i>base year</i>	-	-	4,196	3,281	8,839	5,464
Changes of assumptions	<i>base year</i>	-	-	94,458	145,315	-	-
Changes in proportion and differences between employer contributions and share of contributions	<i>base year</i>	-	-	185,803	36,237	76,635	35,454
	<i>base year</i>	-	-	-	-	27,148	18,059
<i>Total deferred outflows of resources</i>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 284,457</u>	<u>\$ 184,833</u>	<u>\$ 112,622</u>	<u>\$ 58,977</u>
Deferred inflows of resources:							
Differences between expected and actual investment earnings on pension plan investments	<i>base year</i>	-	25,288	19,065	18,418	8,966	21,248
Changes in proportion and differences between employer contributions and share of contributions	<i>base year</i>	144,114	30,799	-	18,430	25,625	8,072
	<i>base year</i>	48,784	69,834	75,311	51,814	258,881	267,851
<i>Total deferred inflows of resources</i>	<u>\$ -</u>	<u>\$ 192,898</u>	<u>\$ 125,921</u>	<u>\$ 94,376</u>	<u>\$ 88,662</u>	<u>\$ 293,472</u>	<u>\$ 297,171</u>
Pension expense:							
Proportionate share of plan pension expense	<i>base year</i>	76,366	74,458	166,542	153,526	110,012	122,480
Net amortization of deferred amounts from changes in proportion and differences between employer contributions and proportionate share of contributions	<i>base year</i>	(10,588)	(17,788)	(23,497)	(14,409)	(75,601)	(94,990)
<i>Total employer pension expense</i>	<u>\$ -</u>	<u>\$ 65,778</u>	<u>\$ 56,670</u>	<u>\$ 143,045</u>	<u>\$ 139,117</u>	<u>\$ 34,411</u>	<u>\$ 27,490</u>

This information should be read in conjunction with the audited actuarial reports presented by the NHRS. This information along with significant assumptions and inputs for total pension liabilities, the NHRS's fiduciary net position and current year sources of changes to net pension liabilities are available for the plan as a whole as well as audited cost-sharing schedules by individual members in the System's Comprehensive Annual Financial Report and other annual reports are available from the NHRS located at Regional Drive ~ Concord, NH 03301-8509 or on its web site at <https://www.nhrs.org/funding-and-investments/reports-valuations/annual-report-archive> and <https://www.nhrs.org/employers/gasb/gasb-67-68-reports> . As noted there in, the preparation of those reports requires management to make a number of estimates and assumptions relating to the reported amounts. Due to the inherent nature and uncertainty of those estimates, actual results could differ, and the differences could be material. As of June 30, 2020, the Agency has recognized all statutorily required contributions to the plan. Unless additional assessments are imposed by the NHRS Board due to insolvency or some other circumstances, all future obligations to the plan will become due as a percentage of qualifying wages as they are paid by the Agency. At this time, management understands that that the NHRS foresees no likelihood of additional assessment beyond normal contribution rates, which are established every two years by a statutorily-governed rate-setting process. All future obligations of the Agency to the NHRS will be paid from operations as they become due.

Exhibit C2

NORTH COUNTRY EDUCATION SERVICES AGENCY
Comparative Schedule of Other Post-Employment Benefit (OPEB) Obligations
 As of June 30, 2020

All amounts are expressed in USA Dollars

Estimated future OPEB obligations - New Hampshire Retirement System (NHRS). Selected comparative information from NHRS's audited financial statements and cost-sharing schedules that is specific to the Agency is as follows:

	Actuarial Valuation as of June 30,			
	2016	2017	2018	2019
Proportionate share	0.03170407%	0.03325286%	0.00185088%	0.01601588%
Employer contribution	\$ 18,422	\$ 19,709	\$ 8,187	\$ 7,309
Net OPEB Liability	\$ 153,481	\$ 152,043	\$ 84,742	\$ 70,215
Deferred outflows of resources:				
Differences between expected and actual	<i>base year</i>	-	497	-
Changes in proportion	<i>base year</i>	2,253	-	-
<i>Total deferred outflows of resources</i>	<u>\$ -</u>	<u>\$ 2,253</u>	<u>\$ 497</u>	<u>\$ -</u>
Deferred inflows of resources:				
Differences between expected and actual	<i>base year</i>	-	-	122
experience	<i>base year</i>	480	269	79
Net difference between projected and actual	<i>base year</i>	-	14,348	1,213
investment earnings on OPEB plan investments	<i>base year</i>	-	-	-
Changes in proportion	<i>base year</i>	-	-	-
<i>Total deferred inflows of resources</i>	<u>\$ -</u>	<u>\$ 480</u>	<u>\$ 14,617</u>	<u>\$ 1,414</u>
OPEB expense:				
Proportionate share of plan OPEB expense	<i>base year</i>	11,253	7,805	4,595
Net amortization of deferred amounts from	<i>base year</i>	5,245	(51,026)	(24,519)
changes in proportion	<i>base year</i>	-	-	-
<i>Total employer OPEB expense</i>	<u>\$ -</u>	<u>\$ 16,498</u>	<u>\$ (43,221)</u>	<u>\$ (19,924)</u>

This information should be read in conjunction with the audited actuarial reports presented by the NHRS. This information along with significant assumptions and inputs for total OPEB liabilities, the NHRS's fiduciary net position and current year sources of changes to net OPEB liabilities are available for the plan as a whole as well as audited cost-sharing schedules by individual members in the System's Comprehensive Annual Financial Report and other annual reports are available from the NHRS located at Regional Drive ~ Concord, NH 03301-8509 or on its web site at:

<https://www.nhrs.org/employers/employer-resources/gasb/gasb-reports>

As noted there in, the preparation of those reports requires management to make a number of estimates and assumptions relating to the reported amounts. Due to the inherent nature and uncertainty of those estimates, actual results could differ, and the differences could be material. As of June 30, 2020, the Agency has recognized all statutorily required contributions to the plan. Unless additional assessments are imposed by the NHRS Board due to insolvency or some other circumstances, all future obligations to the plan will become due as a percentage of qualifying wages as they are paid by the Agency. At this time, management understands that the NHRS foresees no likelihood of additional assessment beyond normal contribution rates, which are established every two years by a statutorily-governed rate-setting process. All future obligations of the Agency to the NHRS will be paid by current appropriations as they become due.



Dr. Marion Anastasia
Superintendent SAU 36

Dr. Cheryl Baker
Vice President
Member at Large

Dr. Debra Taylor
Superintendent SAU 7

William Hart
Superintendent SAU 84

Randy Bell
Member at Large

Randall Pilotte
Member at Large
CFO, Tri-County CAP

David Backler
President
Superintendent SAU 20

Robin Scott
Member at Large
Professor of Education, WMCC-Berlin

Ronna Cadarette
Superintendent SAU 58

Tari Thomas
Interim Superintendent SAU 35

Pamela Stimpson
Superintendent Designee SAU 9
Director of Special Services SAU 9

Doug Earick
Member at Large
Holmes Center for School Partnerships and Education Prep
Plymouth State University

Julie King
Superintendent SAU 3

Bernard Keenan
Member at Large

Kathleen Kelley
Treasurer/Secretary
Member at Large

Leah Holz
District Administrator SAU 77

Dr. Judith McGann
Superintendent SAU 68

Robert Mills
Member at Large

The Board Treasurer receives a stipend. No other board members receive compensation.

Program Co-Facilitator

Education

Bachelor of Science in Adventure Education – December 2019

Plymouth State University
Plymouth, New Hampshire

Minor: Business Administration

GPA: 3.63 / 4.0

Hingham High School - June 2014

Hingham, Massachusetts

Employment history

Lead Instructor, *Kroka Expeditions, 767 NH-123, Marlow, NH, June 15, 2020 – October 28, 2020*

- Responsible for high quality programming centered around community values and mutual aid. Program areas include Lake Champlain, Connecticut River and local State Parks.
- Mentored young assistant instructors in group management, time management, judgment, lesson planning, logistics, cooking, facilitating the debriefing of experiences, conflict resolution and co-leader relationships.
- Designed curriculum, lesson plans and time control plans to create enriching experiences for students while simultaneously evaluating students regularly to adapt programming and itinerary to fit their needs.

Intern, *Outdoor Adventures by Boojum, Temecula, CA, August 28, 2019 – November 6, 2019*

- Supported field instructors during program by sharing in leadership and teaching opportunities.
- Provided logistical, administrative and operational support to staff including curriculum development, gear management and repair, and office tasks such as data entry.
- Assisted in the delivery of experiential programs, provided youth supervision, took part in staff meetings and acted to resolve any problems with program partners.

Outdoor Programming Director, *Camp Hidden Meadows, Bartow, WV, May 29, 2019 – August 19, 2019*

- Responsible for supervising multiple activity areas including farming, outdoor living skills, fishing as well as twice weekly backpacking trips.
- Lead instructor for two-week leadership camp, Seneca rock climbing trips and chaperoning up to 50 campers for white water rafting trips.
- Expedition manager for three one-week trips which included guiding hikes, rock climbing, backpacking, caving and canoeing.
- Outdoor center gear manager included responsibilities such as inventorying backpacks, camp kitchen kits, tents, water storage and purification apparatuses as well as training backpacking staff.

Organic Farm Coordinator and Backpacking Leader, *Camp Hidden Meadows, Bartow, WV, May 29, 2018 – August 19, 2018*

- Wrote lesson plans and taught nine, five-day farm courses.
- Served as a cabin counselor for up to 16 boys ages 9-11.

- Lead instructor for twice weekly overnight backpacking trips.

Hang-Gliding Dune Instructor, *Kitty Hawk Kites, Nags Head, NC, May 2017 – August 2017*

- Taught up to five individuals per lesson how to fly a hang-glider in five flights or less.
- Accountable for pre-lesson flight school, outfitting the group with harnesses and helmets, setting up and breaking down the gliders and teaching the lessons to participants and instructors in training.

Farmhand, *Bear Mountain Farm, Alexandria, NH, June 18, 2016 – July 22, 2016*

- Worked on an organic homestead; growing and harvesting every kind of vegetable and berry.
- Cared for, fed and watered goats, pigs, chickens, and rabbits.
- Helped make cheese, bake bread and package salad greens for the bi-weekly farmers market.

Security Valuation, *State Street Bank, Boston, MA, April 2015 – August 2015*

- Priced mutual fund securities.

Facilitator, *Cohasset Sports Complex, Cohasset, MA, July 2013 – May 2014*

- Worked with kids of all ages for sport themed birthday parties.
- Responsible for working the concession stand, referred soccer games, and assisted coaching a handful of soccer clinics.

Honors and Achievements

President, Plymouth State University Adventure Education Club, 2018, 2019

Magna Cum Laude Graduate, Adventure Education, Plymouth State University, Class of 2019

Editor, 2018 Holderness School Outback Program Review, Holderness, NH

Rock Climbed in 5 states; New Hampshire, Kentucky, Maine, West Virginia and California

Hiked over 30 of the 4000 footers in New Hampshire's White Mountain National Forest

Visited, East Coast of China, in 2014 with High School Chinese Class

Program Co-Facilitator

Objective:

To provide a positive learning environment for at-risk teens, which empowers all individuals to succeed to meet the challenge of change in an increasingly complex world.

Work Experience:

Adapt, Inc. Director

June 2020- Present

- Facilitate wilderness youth programs
- Lead adventure oriented trips in the White Mountains
- Teach social-emotional learning to at-risk youth
- Lead and support staff

Community Adventure Learning Experience Coordinator (C.A.L.E.)

December 2019- Present

- Facilitate programs
- Plan and staff programs
- Collaborate with other schools and programs
- Organize programs foundation

Teaching Assistant for Foundations of Adventure Education

August 2020- November 2020

- Create Lesson Plans for hard skills and theories of Adventure Education
- Plan SOLO for students
- Facilitate group discussions

Outdoor Center Staff

January 2020- November 2020

- Organize Gear
- Repair and clean damaged gear
- Facilitate how to use gear properly

Teaching Assistant for Processing and Facilitation

January 2020-May 2020

- Create Lesson Plans
- Give feedback
- Teach how to properly facilitate programs

Skylake Yosemite Summer Camp

June 2019-August 2019

- Lead Counselor: Counselor in Leadership Training
- Ropes Course Facilitator

Loon Mountain

Adventure Center Staff

December 2018- March 2020

- Snowshoe Tour Guide
- Zip Line Guide

Metrowest YMCA

Adventure Outdoor Educator

May 2018-October 2018

- Archery Instructor

- Rock Climbing Instructor

Education:

Plymouth State University

September 2017- Present

- Bachelor of Science, Adventure Education

Milford High School, Milford MA

- Graduated

June 2017

Volunteer Work:

Haiti Mission Trip

- Building school in small village
- Growing gardens to supply food
- Fixing roads

High Flight

- Adventure therapy program from ages 12-17
- Outdoor Education

Certifications:

- First Aid and CPR, October 2018
- Wilderness First Responder, October 2018
- Leave No Trace, October 2018
- Lifeguard Certification, May 2019
- DOE Award Coordinator, December 2020
- Project Alert, December 2020
- High Five Facilitator, February 2021
- Project Adventure Ropes Course Facilitator, February 2021
- RENEW Facilitator, March 2021

Supervisor of Personnel (name and contact info redacted)

INTRODUCTION

Dynamic and passionate professional who has a proven and accomplished record of working with students of all ages; over twenty successful years utilizing his knowledge, skills and evidence based curriculum to meet the unique needs of the community from a wide range of backgrounds. Has introduced a number of innovative programs, clubs and intramural sports based on needs assessments such as Youth Leadership Through Adventure (an adventure approach to teaching service learning and leadership skills) and Wilderness Youth Leadership Development (an adventure approach to student wellness.)

EDUCATION & CERTIFICATIONS

Bachelor of Science 1996-2001 Plymouth State College
Major: Physical Education
Minor: Health
Option: Recreation Leadership

Plymouth, NH

Evidence Based Certifications

Certified Project SUCCESS Counselor
Certified Prime for Life Instructor
Certified Life Skills Instructor
Certified SOS (Signs Of Suicide) Facilitator
Certified Project Venture Train the Trainer
Certified Crisis Prevention Intervention
Certified RENEW Facilitator

PROFESSIONAL EXPERIENCE

A.D.A.P.T., Inc. ~ Campton, NH

1999-Present

CEO, Student Assistance Coordinator, creator and lead facilitator of YLTA, WYLD

Determining the mission and purpose of the organization. Leading and inspiring all aspects of the organization including planning, administering needs assessments, budgeting, programming, financial reporting, payroll, resource management, human resources, fundraising, grant writing, social enterprise, public relations, special events and the training and supervision of staff. Implementing the Evidence Based Intervention Project SUCCESS at Lin-Wood Public School with fidelity. Supporting the mission of the organization and creating sustainable model programs.

Profile Middle High School

2013-2019

Student Assistance Coordinator

Implementing the Evidence Based Intervention Project SUCCESS at Profile Public School with fidelity. Coordination of prevention and intervention strategies through innovative initiatives in coordination with community agencies including the Littleton area task force. YLTA advisor, Co-advisor Student Council, adventure fitness class facilitator. Assist with mental health concerns, behavioral concerns, positive behavioral support, academic, and classroom support, consultation with teachers, parents, and administrators as well as provide individual and group interventions. To identify and help students who may be experiencing personal, family, and/or alcohol and other drug problems which may be interfering with their ability to perform at school. Screen students when appropriate using the GAIN (Global Appraisal of Individual Needs). Create and establish support groups or implement short term counseling to help students cope with stressful events in their lives. Work with school administration to adhere to procedures around alcohol and/or other drug violations.

O.C.T.A.A. (On Campus Talking About Alcohol) ~ Plymouth, NH

2008-2020

Instructor Plymouth State University

Facilitating the Evidence Based Intervention Prime for Life for University alcohol & Marijuana policy violators on a bi-weekly basis.

The Center for Adolescent Health/Dartmouth-Hitchcock Clinic ~ Plymouth, NH 2006-2010

Director of Experiential Programming

Implementation of culturally sensitive experiential programming for at-risk youth; including rock climbing, backpacking, snowshoeing, white water rafting and service learning.

Lin-Wood Public School~ Lincoln, NH 1999-2013

Student Assistant Coordinator

Assist with mental health concerns, behavioral concerns, positive behavioral support, academic, and classroom support, consultation with teachers, parents, and administrators as well as provide individual and group interventions. To identify and help students who may be experiencing personal, family, and/or alcohol and other drug problems which may be interfering with their ability to perform at school. Screen students when appropriate using the GAIN (Global Appraisal of Individual Needs). Create and establish support groups or implement short term counseling to help students cope with stressful events in their lives. Work with school administration to adhere to procedures around alcohol and/or other drug violations.

Professional References:

Robert Nelson Principal (retired) Lin-Wood Public School
(603) 348-7848

Aaron Loukes Athletic Director/ Physical Education Teacher Lin-Wood Public School
(603) 348-6181

Greg Williams Substance Misuse Prevention Coordinator North Country Health Consortium
(603) 728-5048

North Country Education Services
Direct Prevention Services
2021-2022 Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Chris Myrick	Program Co-Facilitator	\$35,000	100%	\$35,000
Sean O'Brien	Program Director	\$80,000	47.5%	\$38,000
Staci Segalla	Program Co-Facilitator	\$40,000	100%	\$40,000

35 mac



Lori A. Shibliette
Commissioner

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

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

June 10, 2020

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

REQUESTED ACTION

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

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

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

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

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

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

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

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

See Fiscal Details for Distribution of Funds

EXPLANATION

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

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

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

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

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

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

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

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

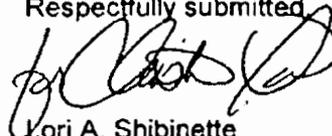
Should the Governor and Executive Council not authorize this request, approximately 4,000 youth who are at high risk for developing a substance misuse disorder may not have access to comprehensive substance misuse prevention services.

Area served: Statewide.

Source of Funds: 100% Other Funds.

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

Respectfully submitted,



Lori A. Shabinette
Commissioner

Attachment A
Financial Details

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

New Hampshire Teen Institute V#166624 PO #1056422

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

The Upper Room V#174210 PO #1057461

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

The Youth Council V#154886 PO #1056421

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

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

Boys & Girls Club of Greater Salem V#160066 PO #1058002

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

New Hampshire Teen Institute V#166624 PO #1056422

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

Attachment A
Financial Details

North Country Education Services V#154707

PO #1058007

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

The Upper Room V#174210

PO #1057461

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

The Youth Council V#154886

PO #1056421

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

Total by Year

Total SFY17			\$194,658	\$0	\$194,658
Total SFY18			\$836,940	\$0	\$836,940
Total SFY19			\$819,327	\$0	\$819,327
Total SFY20			\$819,327	\$0	\$819,327
Total SFY21			\$0	\$819,327	\$819,327
Grand Total			\$2,670,252	\$819,327	\$3,489,579

Total by Agency

Boys & Girls Club of Greater Salem V#160066	PO #1058002		\$653,868	\$216,488	\$870,356
New Hampshire Teen Institute V#166624	PO #1056422		\$759,112	\$215,655	\$974,767
North Country Education Services V#154707	PO #1058007		\$519,130	\$172,065	\$691,195
The Upper Room V#174210	PO #1057461		\$301,073	\$87,109	\$388,182
The Youth Council V#154886	PO #1056421		\$437,069	\$128,010	\$565,079
Total by Agency			\$2,670,252	\$819,327	\$3,489,579

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



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

This 2nd Amendment to the Substance Misuse Prevention Direct Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Country Education Services Agency, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 300 Gorham Hill Road, Gorham, NH 03581.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 23, 2017, (Item #20), as amended on June 20, 2018, (Item #37), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$691,195.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Add Exhibit B-4, Budget – Amendment #2, attached hereto and incorporated by reference herein.

North Country Education Services Agency

Amendment #2

Contractor Initials

RFP-2017-BDAS-04-SUBST-02-A02

Page 1 of 3

Date

5/13/20

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



All terms and conditions of the Contract and prior amendment not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/20/2020
Date

[Signature]
Name: ~~Katja G. Fox~~ Ann Landry
Title: ~~Director~~ Associate Commissioner

North Country Education Services Agency

5/13/20
Date

[Signature]
Name: Lori Langlois
Title: Executive Director

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



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

OFFICE OF THE ATTORNEY GENERAL

June 2, 2020
Date

J. Christopher Marshall
Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Jeffrey A. Meyers
Commissioner

Christine Tappan
Associate Commissioner

37 ~~QB~~

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

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

May 3, 2018

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

REQUESTED ACTION

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

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

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

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

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

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

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

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

See Fiscal Details for Distribution of Funds

EXPLANATION

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

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

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

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

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

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

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

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

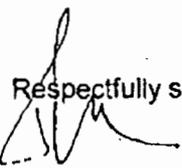
Should the Governor and Executive Council not approve this request, approximately 4,000 youth who are at high risk for developing a substance, misuse disorder may not have access to comprehensive substance misuse prevention services.

Area Served: Statewide

Source of Funds: 100% Other Funds

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

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



Respectfully submitted,

Thomas Pristow
Deputy Commissioner



Approved by:

Jeffrey A. Meyers
Commissioner

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

New Hampshire Teen Institute V#166624

PO #1056422

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

The Upper Room V#174210

PO #1057461

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

The Youth Council V#154886

PO #1056421

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

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

Boys & Girls Club of Greater Salem V#160066

PO #1058002

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

New Hampshire Teen Institute V#166624

PO #1056422

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

North Country Education Services V#154707

PO #1058007

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

The Upper Room V#174210

PO #1057451

Attachment A
Financial Details

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

The Youth Council V#154886

PO #1056421

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

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

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

June 23, 2017-March 30, 2018

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

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

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

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

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

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

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



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

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

This 1st Amendment to the Substance Misuse Prevention Direct Services contract (hereinafter referred to as "Amendment #1") dated this 5th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Country Education Services, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 300 Gorham Hill Road, Gorham, NH 03581.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 23, 2017, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$519,130.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
5. Add Exhibit B-2, Budget – Amendment #1.
6. Add Exhibit B-3, Budget – Amendment #1.
7. Add Exhibit K, DHHS Information Security Requirements.



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

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

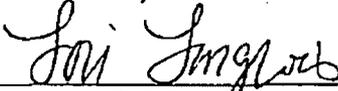
State of New Hampshire
Department of Health and Human Services

5/10/18
Date


Christine Fappan: T. Presson
Associate Commissioner: Dep. Comm. L

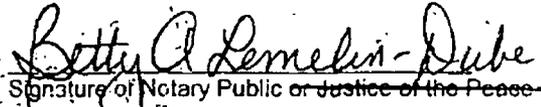
North Country Education Services

4/13/18
Date


Name: Lori Langlois
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Coos on 04/13/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above; and acknowledged that s/he executed this document in the capacity indicated above.


~~Signature of Notary Public or Justice of the Peace~~

Betty A Lemelin-Dube, Notary
Name and Title of Notary or Justice of the Peace

BETTY A. LEMELIN-DUBE, Notary Public
My Commission Expires October 21, 2020

My Commission Expires: _____



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

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

OFFICE OF THE ATTORNEY GENERAL

6/5/18
Date

RWR
Name: *Rebecca W Ross*
Title: *Senior Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Budget Sheet, Amendment #1

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

Budget/Program Name: North County Education Services Agency
Budget Request for: Substance Abuse Prevention Contract
Budget FY: 2018: 7/1/18-6/30/19

Line Item	Total Program Cost			Contract Start/Match			Funded by other grant/agency		
	Direct Incremental	Indirect	Total	Direct (Contracted)	Indirect	Total	Direct Incremental	Indirect	Total
1. Total Salary/Wages	150,000.00	-	150,000.00	17,500.00	-	17,500.00	132,500.00	-	132,500.00
2. Employee Benefits	6,000.00	-	6,000.00	1,200.00	-	1,200.00	4,800.00	-	4,800.00
3. Consultants	30,000.00	-	30,000.00	-	-	-	-	-	-
4. Equipment	17,500.00	-	17,500.00	18,000.00	-	18,000.00	2,200.00	-	2,200.00
5. Rental	1,000.00	-	1,000.00	1,000.00	-	1,000.00	1,000.00	-	1,000.00
6. Office and Maintenance	251.00	-	251.00	-	-	-	251.00	-	251.00
7. Purchase of Supplies	8,000.00	-	8,000.00	1,200.00	-	1,200.00	6,800.00	-	6,800.00
8. Printing	1,000.00	-	1,000.00	-	-	-	-	-	-
9. Cell	-	-	-	-	-	-	-	-	-
10. Pharmacy	-	-	-	-	-	-	-	-	-
11. Medical	-	-	-	-	-	-	-	-	-
12. Other	-	-	-	-	-	-	-	-	-
13. Travel	18,000.00	-	18,000.00	-	-	-	-	-	-
14. Occupancy	18,000.00	-	18,000.00	1,000.00	-	1,000.00	17,000.00	-	17,000.00
15. Current Expenses	-	-	-	-	-	-	-	-	-
16. Printing	1,000.00	-	1,000.00	-	-	-	-	-	-
17. Postage	100.00	-	100.00	-	-	-	-	-	-
18. Subscriptions	-	-	-	-	-	-	-	-	-
19. Audit and Legal	3,125.00	-	3,125.00	-	-	-	-	-	-
20. Insurance	-	-	-	-	-	-	-	-	-
21. Other Expenses	-	-	-	-	-	-	-	-	-
22. Software	3,200.00	-	3,200.00	-	-	-	-	-	-
23. Marketing/Communications	11,750.00	-	11,750.00	1,500.00	-	1,500.00	10,250.00	-	10,250.00
24. Subcontract/Agreements	13,250.00	-	13,250.00	1,500.00	-	1,500.00	11,750.00	-	11,750.00
25. Other (use for other mandates)	17,847.00	-	17,847.00	-	-	-	-	-	-
26. Indirect	-	-	-	-	-	-	-	-	-
TOTAL	721,063.00	-	721,063.00	47,820.00	-	47,820.00	673,243.00	-	673,243.00

Entered As A Percent of Direct

Completed by: *JH*
 Date: 4/13/18

Exhibit B.1 Budget Sheet, Amendment #1

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

01/01/2018 Program Name: North County Education Services
Budget Request for: Substance Abuse Prevention Contract
Budget Period: 1/1/18-6/30/18

Line Item	Direct of		Total	Subcontract		Total	Funded by DHS equivalent share		Total
	Personnel	Other		Personnel	Other		Personnel	Other	
1. Local Education Agency	113,253.00	-	113,253.00	11,500.00	-	11,500.00	27,550.00	-	134,803.00
2. Employee Benefits	6,000.00	-	6,000.00	3,500.00	-	3,500.00	7,500.00	-	13,000.00
3. Conferences	19,000.00	-	19,000.00	-	-	-	7,500.00	-	26,500.00
4. Equipment	12,500.00	-	12,500.00	10,000.00	-	10,000.00	7,500.00	-	27,500.00
5. Rental	1,500.00	-	1,500.00	1,500.00	-	1,500.00	1,500.00	-	3,000.00
6. Travel and Mileage	511.00	-	511.00	-	-	-	511.00	-	1,022.00
7. Purchase/Depreciation	-	-	-	-	-	-	-	-	-
8. Supplies	6,500.00	-	6,500.00	3,500.00	-	3,500.00	-	-	10,000.00
9. Excelsior	1,500.00	-	1,500.00	-	-	-	-	-	1,500.00
10. Printing	-	-	-	-	-	-	-	-	-
11. Utilities	-	-	-	-	-	-	-	-	-
12. Other	14,500.00	-	14,500.00	-	-	-	-	-	14,500.00
13. Occupancy	14,800.00	-	14,800.00	4,000.00	-	4,000.00	8,000.00	-	17,000.00
14. General Expenses	-	-	-	-	-	-	-	-	-
15. Telephone	1,200.00	-	1,200.00	-	-	-	-	-	1,200.00
16. Postage	100.00	-	100.00	-	-	-	-	-	100.00
17. Subscriptions	-	-	-	-	-	-	-	-	-
18. Audit and Legal	-	-	-	-	-	-	-	-	-
19. Insurance	3,750.00	-	3,750.00	-	-	-	-	-	3,750.00
20. Bond / Guaranty	-	-	-	-	-	-	-	-	-
21. A. Other	-	-	-	-	-	-	-	-	-
22. Matching Contributions	3,500.00	-	3,500.00	-	-	-	-	-	3,500.00
23. Staff Functions and Other	1,111.00	-	1,111.00	3,500.00	-	3,500.00	2,350.00	-	7,461.00
24. Subcontract Agreements	12,500.00	-	12,500.00	3,500.00	-	3,500.00	7,500.00	-	19,500.00
25. Other (Specify below mandatory)	12,942.00	-	12,942.00	-	-	-	12,942.00	-	12,942.00
Indirect	-	-	-	-	-	-	-	-	-
TOTAL	933,935.00	-	933,935.00	43,500.00	-	43,500.00	136,717.00	-	1,014,152.00

Indirect As A Percent of Direct


 Contractor Name
 Date 4/13/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

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

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DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

JD

4/13/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

gj

4/13/18



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

20 mac

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

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

July 14, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into agreements with the vendors listed in the table below for the provision of evidenced informed substance misuse prevention direct services to youth and their parents/caregivers in an amount not to exceed \$395,892 effective upon Governor and Executive Council approval through June 30, 2018. 100% Other Funds.

Vendor	Vendor Number	Area Served	Total Amount
Boys & Girls Club of Greater Salem	TBD	Salem, Nashua, and Souhegan Valley	\$220,892
North Country Education Services Agency	TBD	Northern Grafton and COOS County	\$175,000
		Total:	\$395,892

Funds are available in the following account for State Fiscal Year 2018.

05-95-49-920510-2989 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

SFY	Class/Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	49158504	\$395,892
			Sub-total SFY17	\$395,892

EXPLANATION

The purpose of this request is enter into two (2) agreements with vendors who will provide substance misuse prevention direct services to youth and related programming for their parents/caregivers. Targets for this program include youth between ten (10) and twenty (20) years of age who are at risk of engaging in the misuse of alcohol and illicit use of drugs. Risk factors include youth experiencing poor academic performance or behavioral problems at school or that have dropped out of school, that are involved with the juvenile justice system, as

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

well as children whose parents/caregivers are engaged in the active misuse of alcohol and or illicit drugs.

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

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

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

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

These contracts were competitively bid. The Department published a Request for Proposal on the Department of Health and Human Services website (RFP-2017-BDAS-04-SUBST) from March 21, 2017 through April 25, 2017. Four (4) proposals were received and evaluated. Because there is great need for diversified statewide services, the two (2) highest scoring were selected to receive funding for proposed services. The bid sheet is attached.

These contracts include language in Exhibit C-1, Paragraph 3 that allows the Department to renew contracted services for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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

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

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

Area Served: Statewide

Source of Funds: 100% Other Funds

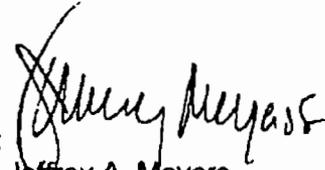
In the event that Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner



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

**Substance Misuse Prevention Direct
Services**

RFP-2017-BDAS-04-SUBST

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Boys & Girls Club of Greater Salem, Inc.
2. NH Juvenile Court Diversion Network
3. North Country Education Services
4. EverFi, Inc.

Maximum Points	Actual Points
400	371
400	314
400	351
400	202

1. Laurie Heath, Business Administrator IV
2. Lauren Quann, M.S., TANF Program Specialist
3. Jamie L. Dall, Sr. Finance Director
4. Shannon Quinn, Training Coordinator
5. Jill A. Burke, Chief of Prevention
6. _____



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

July 24, 2017

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into contract agreements with two (2) vendors as described below and referenced as DoIT No. 2018-042 and 2018-044, respectively.

The requested action authorizes the Department of Health and Human Services to enter into contract agreements with the Boys and Girls Club of Salem and North Country Education Services Agency to provide substance misuse prevention services for youth and their parents/caregivers.

Vendor	Area Served	Amount
Boys and Girls Club of Salem	Salem, Nashua and Souhegan Valley	\$220,892
North Country Education Services Agency	Rockingham County and surrounding communities	\$175,000
	Total	\$395,892

The price limitation is a combined total of \$395,892, effective upon Governor and Council approval through June 30, 2018.

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

Sincerely,

Marianne Lubbey
for Denis Goulet

DG/ik
DoIT #2018-042 and 2018-044
cc: Bruce Smith, IT Manager, DoIT

Subject: Substance Misuse Prevention Direct Services (RFP-2017-BDAS-04-Subst-02)

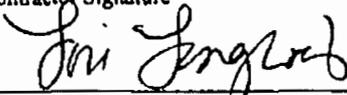
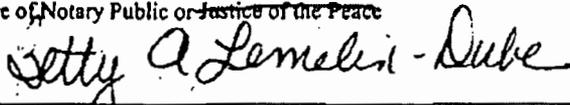
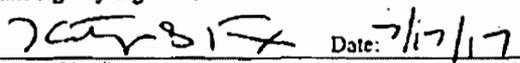
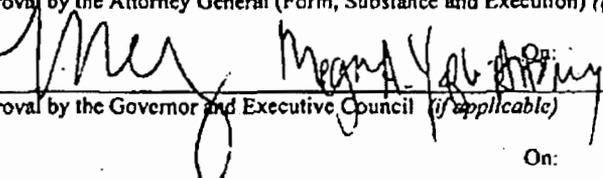
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name North Country Education Services Agency		1.4 Contractor Address 300 Gorham Hill Road Gorham, NH 03581	
1.5 Contractor Phone Number (603) 466-5437 Ext 108	1.6 Account Number 05-95-49-491510-2989 05-95-92-920510-3382	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$175,000
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Lori Langlois, Executive Director	
1.13 Acknowledgement: State of _____, County of _____ On July 5, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  [Seal] </div> <div style="text-align: right;"> BETTY A. LEMELIN-DUBE, Notary Public Commission Expires October 21, 2020 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Betty A Lemelin-Dube, Notary Public			
1.14 State Agency Signature  Date: 7/17/17		1.15 Name and Title of State Agency Signatory Katya S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 7/31/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials



Date 7/5/17

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

Contractor Initials *JS*
Date 7/5/17

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to youth, ages ten (10) to seventeen (17), who are in the Institute of Medicine (IOM) Prevention Classification categories of selective or indicated and provide parent education for parents/caregivers of the targeted population, statewide.
- 1.4. The Contractor shall work collaboratively with the Regional Public Health Networks (RPHN) and community partners and shall utilize its knowledge on community service agencies that are available to youth and parents/caregivers, including but not limited to, Juvenile Diversion Network programs, alcohol and other drug services, mental health services, and housing services.
- 1.5. The Contractor shall provide individual screening of youth referred to the program(s) using an evidenced-based screening tool that is approved by the Department.
- 1.6. The Contractor shall ensure appropriate referrals to community providers as indicated by the individual screening. The contractor shall develop and maintain protocols for referrals to appropriate providers and have such protocols available to the Department upon inspection
- 1.7. The Contractor shall not use funding received under this contract for the purposes of capacity building nor shall funding be used to supplant other programs or services.
- 1.8. The Contractor shall have current knowledge of how to maintain funding separate streams of funding for this and other projects.

2. Scope of Work

- 2.1. The Contractor shall develop a North Country Intervention Program (NCIP) that facilitates alternative adventure based prevention programming to participants from the communities of Northern Grafton County and Coos County. The Contractor shall:
 - 2.1.1. Accept referrals from sources that include, but are not limited to:
 - 2.1.1.1. School faculty.
 - 2.1.1.2. Staff.
 - 2.1.1.3. Counselors.
 - 2.1.1.4. Parents.
 - 2.1.1.5. Guardians.

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



-
- 2.1.2. Utilize the GAIN-SS screening tool to identify the needs of each participant in order to determine if referrals to other community based health agencies are necessary and beyond the scope of the NCIP.
 - 2.1.3. Deliver evidence based prevention and intervention services in collaboration with community partners that include, but are not limited to:
 - 2.1.3.1. Adapt, Inc.
 - 2.1.3.2. Partner members of the Outdoor Pathways Project, which is a coalition of partners committed to improving access to positive outdoor activities for youth that will assist participants to develop into committed community decision makers by:
 - 2.1.3.2.1. Building a sense of stewardship for the outdoors.
 - 2.1.3.2.2. Developing a vision for a positive future.
 - 2.1.3.2.3. Fostering essential leadership skills.
 - 2.1.3.3. Partner members of the Outdoor Pathways Project that include, but are not limited to:
 - 2.1.3.3.1. The Enriched Learning Center.
 - 2.1.3.3.2. The Appalachian Mountain Club.
 - 2.1.3.3.3. The Youth Opportunities Program.
 - 2.1.3.3.4. The Northern Forest Canoe Trail.
 - 2.1.3.3.5. The University of New Hampshire.
 - 2.1.3.3.6. Copper Cannon Camp.
 - 2.1.3.3.7. UNH Cooperative Extension 4-H.
 - 2.1.3.3.8. The Arts Alliance of Northern New Hampshire.
 - 2.1.3.3.9. Gorham Parks and Recreation.
 - 2.1.3.3.10. Colebrook Parks and Recreation.
 - 2.1.4. Host weekend outdoor trips one time per month for referred youth. The Contractor shall ensure outdoor trips include, but are not limited to:
 - 2.1.4.1. Five (5) weekend outdoor trips during the school year specifically targeting individuals ages 10 years through 13 years.
 - 2.1.4.2. Five (5) weekend outdoor trips during the school year specifically targeting individuals ages 14 years through 17 years.
 - 2.1.4.3. One (1) seven day expedition in July for high school aged youth.
 - 2.1.4.4. One (1) seven day expedition in August for junior high school aged youth.
 - 2.1.5. Ensure trips and expeditions described in Section 2.1.3 include, but are not limited to:
 - 2.1.5.1. Prime for Life and Project Alert evidence based interventions in order that staff deliver age appropriate prevention education that

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

- focuses on raising perception of risk and peer and parental disapproval toward drug misuse.
- 2.1.5.2. Youth Leadership Through Adventure model for organization and facilitation of the expeditions by supplying participants with healthy alternative activities such as hiking, climbing, or paddling.
- 2.1.5.3. Activities and adventure experiences that are designed using Kolb's Experiential Learning Cycle, which includes:
 - 2.1.5.3.1. A concrete experience.
 - 2.1.5.3.2. Reflective observation.
 - 2.1.5.3.3. Abstract conceptualization.
 - 2.1.5.3.4. Active experimentation.
- 2.1.5.4. Service learning to increase participants' sense of place and connection to the community at both the middle and high school levels during weekend trips, which may include, but is not limited:
 - 2.1.5.4.1. Working with the USFS in the White Mountain National Forest.
 - 2.1.5.4.2. Construction assistance on a Habitat for Humanity construction project.
 - 2.1.5.4.3. Activity and social interactions with local senior centers.
- 2.1.5.5. An international weeklong service learning trip available to eight (8) high school program participants through a partnership with the Batey Foundation, which is a not-for-profit specializing in organizing and facilitating international service learning trips to the Dominican Republic.
- 2.1.6. Facilitate experiential art education programs with NCIP participants through a partnership between Adapt, Inc. and the Arts Alliance of Northern New Hampshire with an Artist in Residency.
- 2.2. The Contractor shall offer bi-weekly evening meetings to all interested students in the area that focus on youth led initiatives to develop action plans at the regional level and disseminate those action plans to individual communities. The Contractor shall ensure bi-weekly meetings:
 - 2.2.1. Focus on substance misuse education; improving school climate; and improving community connections, with emphasis on working collaboratively with peers to:
 - 2.2.1.1. Identify a community need that is experienced throughout the region.
 - 2.2.1.2. Plan and implement a community service learning project that focuses on identified community need.
 - 2.2.1.3. Create and support an initiative that meets the community need identified by the group.
 - 2.2.2. Are available to participants either in-person or on-line through web meeting technology.

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Exhibit A

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- 2.2.3. Take place at different locations throughout the region to ensure all interested students ages 10 years through 13 years have the ability to attend meetings in person without the need to travel a substantial distance.
 - 2.2.4. Take place at a consistent location central to all major communities to ensure all interested participants ages 14 years through 17 years travel as equidistance to their counterparts as possible.
 - 2.2.5. Offer students opportunities to address Positive Youth Development constructs, that include, but are not limited to:
 - 2.2.5.1. Bonding.
 - 2.2.5.2. Social competence.
 - 2.2.5.3. Moral competence.
 - 2.2.5.4. Recognition for positive behavior.
 - 2.2.5.5. Prosocial involvements.
 - 2.2.5.6. Opportunity to foster prosocial norms.
 - 2.3. The Contractor shall provide parent education in the communities of Woodsville, Lisbon, Lincoln-Woodstock, Littleton, Gorham, Berlin, Groveton, Lancaster-Whitefield, Pittsburg, and Colebrook. The Contractor shall ensure:
 - 2.3.1. In-person presentations are conducted at all locations to local parents, guardians, and stakeholders, which focus on the importance of approaching substance misuse issues as a community health issue rather than a personal/family issue.
 - 2.3.2. In-person presentations identified in Section 2.3.1 are also streamed on-line and made available to all interested parties who cannot attend the in-person presentations.
 - 2.3.3. Electronic prevention newsletters customized for each area are created and disseminated to parents and guardians throughout the program area in order to:
 - 2.3.3.1. Educate readers on tips and techniques to be aware of and deal with adolescent substance misuse.
 - 2.3.3.2. Provide updates on substance and mental health related resources in the readers' local areas.
 - 2.3.3.3. Provide an additional avenue of communication for updates on upcoming parent presentations and youth trips specific to the geographical location.
 - 2.3.4. Additional resources for parents, caregivers, local professionals and community members are available on-line, including but not limited to an electronic presentation created by Mike Nerney in collaboration with Adapt, Inc. and the Regional Public Health Network.
 - 2.4. The Contractor shall ensure activities are outdoor and adventure based to ensure maximum buy-in from all participants, including individuals participating involuntarily. The Contractor provide programming that is content-based with activities that include, but are not limited to:

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Exhibit A**



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- 2.4.1. Backpacking.
 - 2.4.2. Rock climbing.
 - 2.4.3. Paddling.
 - 2.5. The Contractor shall ensure transportation is available in all major municipal regions of the North Country to ensure maximum student participation in biweekly meetings and scheduled trips regardless of transportation issues. The Contractor shall

3. Outreach

- 3.1. The Contractor shall conduct outreach activities for outdoor program. The Contractor shall:
 - 3.1.1. Visit each major community in the North Country to present programs activities to:
 - 3.1.1.1. School faculty and staff, including but not limited to:
 - 3.1.1.1.1. Teachers.
 - 3.1.1.1.2. Administration.
 - 3.1.1.1.3. School psychologists.
 - 3.1.1.1.4. Guidance counselors.
 - 3.1.1.1.5. Nurses.
 - 3.1.1.2. Community coalitions.
 - 3.1.1.3. Parent and guardians.
 - 3.1.2. Ensure the Project Director meets with each school SAP during monthly site visits in order to check in on participant progress.
 - 3.1.3. Ensure management of a program Facebook and Instagram account to advertise program activities and have available trip pictures and videos. The Contractor shall:
 - 3.1.3.1. Monitor both Facebook and Instagram to ensure restriction of negative comments/feedback as well as vulgar and/or inappropriate language.
 - 3.1.3.2. Ensure a media release is included with the release of liability that must be signed by both participants and their parents/guardians, which allows participants to opt out of sharing photographs of the participant in any public format such as web or social media content.
 - 3.1.3.3. Update websites and social media outlets with new information that includes, but is not limited to:
 - 3.1.3.3.1. Trip itineraries.
 - 3.1.3.3.2. Packing lists.
 - 3.1.3.3.3. Trip videos.
 - 3.1.3.3.4. Trip photos.
 - 3.1.3.3.5. Registration forms.

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3.1.3.3.6. Release of liability forms.

3.1.3.4. Ensure electronic resources emphasize both educational and adventure aspects of the evidence based programs in order to appeal to the interests and goals of both parents and adolescent participants.

4. Evidence Based Programs

- 4.1. The Contractor shall utilize two (2) evidence based programs for middle and high school students utilizing the Youth Leadership Through Adventure (YLTA) model, which include:**
 - 4.1.1. Project Alert.**
 - 4.1.2. Prime for Life.**
- 4.2. The Contractor shall ensure all three programs in Section 4.1:**
 - 4.2.1. Align with experiential direct service, including prevention education and positive alternatives and early intervention identification.**
 - 4.2.2. Are facilitated in a manner that involves students in the educational and programmatic processes through activities and discussions using the wilderness therapy approach (outdoor behavioral healthcare (OBH)).**
- 4.3. The Contractor shall accept referrals for services for selective students identified as being at high risk of developing a substance misuse disorder. The Contractor shall:**
 - 4.3.1. Accept referrals from:**
 - 4.3.1.1. A school Student Assistance Program (SAP).**
 - 4.3.1.2. Teachers.**
 - 4.3.1.3. Guidance offices.**
 - 4.3.1.4. Parents.**
 - 4.3.1.5. Guardians.**
 - 4.3.1.6. Any other adult with extensive knowledge regarding student behavior.**
 - 4.3.2. Administer the GIN-SS screening tool upon review and acceptance of a participant's referral.**
- 4.4. The Contractor shall offer programs in two (2) separate yet similar tracks. The Contractor shall:**
 - 4.4.1. Provide opportunities for trips to a minimum of eight (8) students, ages ten (10) through thirteen (13) years of age who demonstrate highest levels of personal and family attendance at educational events and program offerings from September to June.**
 - 4.4.2. Ensure trips identified in Section 4.4.1 utilize team building and leadership activities using the Youth Leadership Through Adventure (YLTA) model in order to assist in strengthening the interpersonal relationships within the group and foster essential protective factors.**

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- 4.4.3. Ensure trips identified in Section 4.4.1 utilize evidence based intervention Project Alert curriculum.
- 4.4.4. Provide opportunities for trips to a minimum of eight (8) students, ages fourteen (14) through seventeen (17) years of age who demonstrate highest levels of personal and family attendance at educational events and program offerings from September to June.
- 4.4.5. Ensure trips identified in Section 4.4.4 utilize team building and leadership activities using the Youth Leadership Through Adventure (YLTA) model in order to assist in strengthening the interpersonal relationships within the group and foster essential protective factors.
- 4.4.6. Ensure trips identified in Section 4.4.4 utilize evidence based intervention Prime for Life curriculum.
- 4.5. The Contractor shall ensure all trips are designed to assist participants with acquiring skills and experiences that:
 - 4.5.1. Enable participants to engage in healthy, adventurous and active pursuits.
 - 4.5.2. Foster protective factors that include but are not limited to:
 - 4.5.2.1. Social competence.
 - 4.5.2.2. Resilience.
 - 4.5.2.3. Emotional competence.
 - 4.5.2.4. Cognitive competence.
 - 4.5.2.5. Behavioral competence.
 - 4.5.2.6. Self-efficacy.
 - 4.5.2.7. Prosocial involvement.
 - 4.5.2.8. Prosocial norms.

5. Staffing

- 5.1. The Contractor shall ensure sufficient staffing is available for weekend and week long trips. The Contractor shall ensure minimum staffing levels include, but not be limited to:
 - 5.1.1. One (1) expedition staff member with a current certification of Wilderness First Aid or higher with a current CPR certification for each trip.
 - 5.1.2. One (1) certified life guard on all water-based trips.
 - 5.1.3. One (1) rock climbing professional certified as an American Mountain Guides Association Single Pitch Instructor, or higher, who will oversee all trips involving rock climbing.
- 5.2. The Contractor shall ensure a minimum of four (4) staff are hired and trained to deliver program services. Staff shall include, but are not limited to:
 - 5.2.1. One (1) full-time Program Manager who shall:
 - 5.2.1.1. Oversee all major program logistics.
 - 5.2.1.2. Deliver all major prevention programming during:

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- 5.2.1.2.1. Bi-weekly regional meetings.
- 5.2.1.2.2. Monthly weekend trips.
- 5.2.1.2.3. Week long summer trips.
- 5.2.1.3. Adhere to all programmatic and reporting requirements.
- 5.2.2. Two (2) part-time expedition staff members who shall:
 - 5.2.2.1. Provide technical and logistical planning and execution of monthly weekend trips and week long summer trips.
 - 5.2.2.2. Assist the Program Manager with delivering Prime for Life and Project Alert curriculums during the weekend and summer trips for youth.
 - 5.2.2.3. Maintain certification as Wilderness First Responders.
- 5.2.3. One (1) part time Program Director who shall:
 - 5.2.3.1. Provide program oversight to ensure all programmatic, data collection and reporting requirements outlined in this agreement are met.
 - 5.2.3.2. Host bi-weekly supervision with all program employees to ensure deliverables and reporting requirements are met.

6. Workplan/Timetable

- 6.1. The Contractor shall provide services within timeframes as indicated in the timeline below:

Date	Activities/Descriptions
07/17/2017	Staff training for certification in Youth Leadership Through Adventure (YLTA), Prime for Life, Project Alert and Wilderness First Aid
08/17/2017	Marketing the program and the Outdoor Pathways Project participant programs through visitations to North Country Schools, homeless shelters, social media and community coalitions.
09/17/2017	Referrals begin to roll-in, bi-weekly meetings at the middle and high school level begin, visit referred students at their respective schools.
09/29/2017 through 10/01/2017	First weekend adventure.
10/17/2017	Referrals continue, bi-weekly regional meetings at the middle and high school level, visit referred students at their respective schools.
10/20/2017 through 10/22/2017	Weekend adventure.
11/05/2017 through	Team of eight (8) students are selected students to attend the YLTA high school leadership conference.

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11/07/2017	
11/17/2017	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school level, visit referred students at their respective schools.
12/08/2017 through 12/10/2017	Weekend adventure.
12/17/2017	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school level, visit referred students at their respective schools.
01/18/2018	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school levels; visit referred students at their respective schools.
01/19/2018	Refresher training for staff.
01/21/2018 through 01/23/2018	Weekend adventure
02/18/2018	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school levels; visit referred students at their respective schools. Weekend adventure date TBD
03/18/2018	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school levels; visit referred students at their respective schools. Weekend adventure (date TBD)
04/18/2018	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school levels; visit referred students at their respective schools. Team of 8 attends the YLTA middle school conference (date TBD).
05/18/2018	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school levels; visit referred students at their respective schools. Weekend adventure (date TBD)
06/18/2018	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school levels; visit referred students at their respective schools. Two (2) week long adventures (one of middle school and one for high school)

6.2. The Contractor shall submit a final workplan with specific dates of events to the Department for approval.

7. Deliverables

7.1. The Contractor shall visit a minimum of five (5) North Country Schools, homeless shelters, social media and community coalitions to present information regarding the Outdoor Pathways Project funded by this contract no later than August 17, 2017.

7.2. The Contractor shall provide services to a minimum of eighty (80) youth of which:

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7.2.1. A minimum of forty (40) shall be from 10 through 13 years of age.

7.2.2. A minimum of forty (40) shall be from 14 through 17 years of age.

8. Performance Measures

- 8.1. The Contractor shall ensure 100% of program participants have a minimum of four (4) calendar days of participation in program activities.
- 8.2. The Contractor shall ensure a minimum of twenty (20) major community partners are involved with program activities during the contract period.
- 8.3. The Contractor shall ensure 100% of employees receiving funding from this agreement become Certified Prevention Specialists within one (1) of the Contract effective date.
- 8.4. Local schools and community partners will report an increase in participation in community and school activities by program participants.
- 8.5. As a result of participating in the programs and services funded by this contract participants shall, at a minimum, demonstrate:
 - 8.5.1. Increase in perception of harm/risk of the use of substances;
 - 8.5.2. Increase in perception of peer or parental/caregiver disapproval on the use of substances;
 - 8.5.3. Increase in parental efficacy; and
 - 8.5.4. Increase in parental communication and monitoring.

9. Participant Survey

- 9.1. The Contractor shall administer a survey, supplied by the Department, to all individuals participating in the selected service.
- 9.2. The Contractor shall ensure participants who complete the intervention fully complete all components of the survey design. The Contractor shall:
 - 9.2.1. Provide instruction to participants on the importance of completing the Department provided survey according to the Department instructions.
 - 9.2.2. Ensure the survey administration process includes the process for acquiring consent from program participants in the evaluation and in compliance with the Department's policies and protocols.
 - 9.2.3. Survey a minimum of eighty percent (80%) of program participants.

10. Data Storage and Reporting

- 10.1.1. The Contractor shall develop a system to safely store and maintain survey data in compliance with the Department's policies and protocols.
- 10.1.2. The Contractor shall be required to enter the completed survey data into a database provided by the Department. Survey data will be provided to the Department's contracted entity to provide evaluation.
- 10.1.3. The Contractor shall input data on a monthly basis to an online database as required by the Department. The Department will provide training on the use of the database system. The data includes, but is not limited to:

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- 10.1.3.1. Number of individuals served;
 - 10.1.3.2. Demographics of individuals served;
 - 10.1.3.3. Types of strategies or interventions implemented; and
 - 10.1.3.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions
- 10.1.4. The Contractor shall ensure compliance with all data reporting requirements including, but not limited to;
- 10.1.4.1. The ability to communicate and submit required reports via email.
 - 10.1.4.2. The ability to submit the following reports in formats approved and/or provided by the Department:
 - 10.1.4.2.1. Enter and complete monthly data reporting in the New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the previous month, e.g. July data will be entered fully by August 20th;
 - 10.1.4.2.2. Submit monthly expenditure reports for reimbursement of costs associated with contract activities by the 20th business day following the end of the previous month.
- 10.1.5. All data related exchanges, standards, policies, systems etc. may, at the sole discretion of the Department, be reviewed by the Department and/or the Department of Information Technology (DoIT) to assess conformance with Department and DoIT information security/privacy standards.
- 10.1.5.1. The Contractor agrees to remedy, to the satisfaction of the Department and/or DoIT, any substantial non-conformance identified.

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New Hampshire Department of Health and Human Services
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Exhibit B

Method and Conditions Precedent to Payment

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

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Exhibit B-1 Budget

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

Budget/Program Name: North County Education Services
Budget Request for: Southside House Prevention Direct Services

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

Line Item	2017		2018		Total		FTE	Rate	Total	FTE	Rate	Total
	Request	Balance	Request	Balance	Request	Balance						
1. Total Available Budget	179,000.00	0.00	179,000.00	0.00	358,000.00	0.00						358,000.00
2. Salaries	5,000.00	0.00	5,000.00	0.00	10,000.00	0.00						10,000.00
3. Contract Services	17,000.00	0.00	17,000.00	0.00	34,000.00	0.00						34,000.00
4. Equipment	0.00	0.00	0.00	0.00	0.00	0.00						0.00
5. Materials	0.00	0.00	0.00	0.00	0.00	0.00						0.00
6. Repairs and Maintenance	0.00	0.00	0.00	0.00	0.00	0.00						0.00
7. Printing/Reproduction	0.00	0.00	0.00	0.00	0.00	0.00						0.00
8. Supplies	5,000.00	0.00	5,000.00	0.00	10,000.00	0.00						10,000.00
9. Travel	3,500.00	0.00	3,500.00	0.00	7,000.00	0.00						7,000.00
10. Telephone	0.00	0.00	0.00	0.00	0.00	0.00						0.00
11. Postage	0.00	0.00	0.00	0.00	0.00	0.00						0.00
12. Insurance	17,500.00	0.00	17,500.00	0.00	35,000.00	0.00						35,000.00
13. Current Expenses	1,200.00	0.00	1,200.00	0.00	2,400.00	0.00						2,400.00
14. Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00						0.00
15. Audit and Legal	2,000.00	0.00	2,000.00	0.00	4,000.00	0.00						4,000.00
16. Board Expenses	3,500.00	0.00	3,500.00	0.00	7,000.00	0.00						7,000.00
17. Books and Supplies	0.00	0.00	0.00	0.00	0.00	0.00						0.00
18. Marketing/Communications	2,500.00	0.00	2,500.00	0.00	5,000.00	0.00						5,000.00
19. Staff Education and Training	21,500.00	0.00	21,500.00	0.00	43,000.00	0.00						43,000.00
20. Subcontract/Agreements	22,500.00	0.00	22,500.00	0.00	45,000.00	0.00						45,000.00
21. Other (specify in notes)	0.00	0.00	0.00	0.00	0.00	0.00						0.00
TOTAL	179,000.00	0.00	179,000.00	0.00	358,000.00	0.00						358,000.00

Budgets As A Percent of Direct

Contract Field:  Date: 7/5/17

New Hampshire Department of Health and Human Services
Exhibit C



SPECIAL PROVISIONS

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

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

Exhibit C – Special Provisions

Contractor Initials PS

Date 7/5/17

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

Exhibit C - Special Provisions

Contractor Initials

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



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

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

Exhibit C - Special Provisions

Contractor Initials SS

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

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

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

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

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

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

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

Exhibit C – Special Provisions

Contractor Initials 

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Department reserves the right to renew the contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

Contractor Name: North Country Education Services Agency

7/5/17
Date

Lori Langlois
Name: Lori Langlois
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: North Country Education Services Agency

7/5/17
Date

Lori Langlois
Name: Lori Langlois
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: North Country Education Services Agency

7/5/17
Date

Lori Langlois
Name: Lori Langlois
Title: Executive Director

Contractor Initials LL
Date 7/5/17

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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

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Rev. 10/2/14

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Date 7/5/17

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: North Country Education Services Agency

7/5/17
Date

Lon Langlois
Name: Lon Langlois
Title: Executive Director

Exhibit G

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

Contractor initials

LL

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

7/5/17
Date

Lori Langlois
Name: Lori Langlois
Title: Executive Director

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

3/2014

Contractor Initials

Date 7/5/17

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

3/2014

Contractor Initials

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New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials

Date 7/5/17

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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Contractor Initials

Date 7/5/17

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials

Date 7/5/17

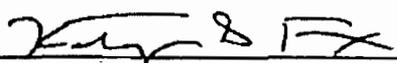
New Hampshire Department of Health and Human Services

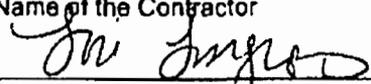


Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) 1, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services
The State

 Signature of Authorized Representative
Katja S Fox
 Name of Authorized Representative
Director
 Title of Authorized Representative
7/17/17
 Date

North Country Education Services
Name of the Contractor

 Signature of Authorized Representative
Lori Langlois
 Name of Authorized Representative
Executive Director
 Title of Authorized Representative
7/5/17
 Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

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

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

Contractor Name: North Country Education Services Agency

7/5/17
Date

Lori Langlois
Name: Lori Langlois
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 073973133
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: _____



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

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

OFFICE OF THE ATTORNEY GENERAL

6/5/18
Date

RWR
Name: *Rebecca W Ross*
Title: *Senior Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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

Bidder/Program Name: The Youth Council

Budget Request for: Substance Misuse Prevention Services Contract

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 105,490.00	\$ -	\$ 105,490.00	\$ 6,400.00	\$ -	\$ 6,400.00	\$ 99,090.00	\$ -	\$ 99,090.00
2. Employee Benefits	\$ 23,820.00	\$ -	\$ 23,820.00	\$ 1,440.00	\$ -	\$ 1,440.00	\$ 22,380.00	\$ -	\$ 22,380.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 810.00	\$ 810.00	\$ -	\$ 810.00	\$ 810.00	\$ -	\$ 810.00	\$ 810.00
Postage	\$ -	\$ 263.00	\$ 263.00	\$ -	\$ 263.00	\$ 263.00	\$ -	\$ 263.00	\$ 263.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 1,073.00	\$ 1,073.00	\$ -	\$ 1,073.00	\$ 1,073.00	\$ -	\$ 1,073.00	\$ 1,073.00
Insurance	\$ -	\$ 2,625.00	\$ 2,625.00	\$ -	\$ 2,625.00	\$ 2,625.00	\$ -	\$ 2,625.00	\$ 2,625.00
Board Expenses	\$ -	\$ 150.00	\$ 150.00	\$ -	\$ 150.00	\$ 150.00	\$ -	\$ 150.00	\$ 150.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3% Indirect	\$ -	\$ 3,840.00	\$ 3,840.00	\$ -	\$ -	\$ -	\$ -	\$ 3,840.00	\$ 3,840.00
TOTAL:	\$ 132,010.00	\$ 8,761.00	\$ 140,771.00	\$ 7,840.00	\$ 4,921.00	\$ 12,761.00	\$ 124,170.00	\$ 3,840.00	\$ 128,010.00

Indirect As A Percent of Direct 6.6%

Contractor Initials: *YCH*
 Date: 4/12/18

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

Bidder/Program Name: The Youth Council

Budget Request for: Substance Misuse Prevention Services Contract

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

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

Indirect As A Percent of Direct 6.6%

Contractor Initials *YCF*
Date *4/12/19*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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

7. Add Exhibit B, Method and Conditions Precedent To Payment, Section 9, to read:
 9. For the purposes of this Agreement:
 - 9.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
8. Add Exhibit B, Method and Conditions Precedent To Payment, Section 10, to read:
 10. The Contractor shall submit one (1) budget for each State Fiscal Year, for approval in a form satisfactory to the Department, no later than 10 days from the Effective Date Amendment #3, which shall be retained by the Department, hereinafter referred to as Exhibit B-5 Budget – Amendment #3. The Contractor shall:
 - 10.1. Ensure approval is received from the Department prior to submitting invoices for payment.
 - 10.2. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.



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

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

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

State of New Hampshire
Department of Health and Human Services

6/12/2021

Date

DocuSigned by:
Katja Fox
ED9D05B04C63442...

Name: Katja Fox
Title: Director

New Hampshire Teen Institute for the Prevention of Alcohol
and Other Drug Abuse

6/11/2021

Date

DocuSigned by:
Marissa E. Carlson
FFAB1C9584DE42A...

Name: Marissa E. Carlson
Title: Executive Director



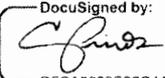
**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services**

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

OFFICE OF THE ATTORNEY GENERAL

6/14/2021

Date

DocuSigned by:


Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

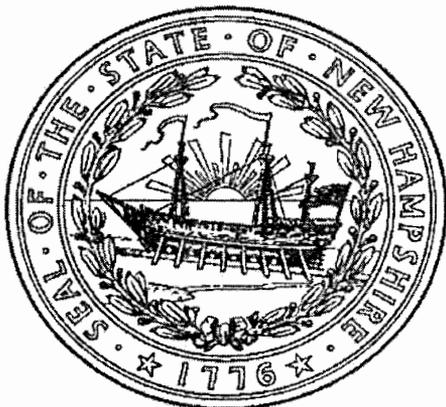
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE TEEN INSTITUTE FOR THE PREVENTION OF ALCOHOL AND OTHER DRUG ABUSE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 30, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 72695

Certificate Number: 0005377072



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 June A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Dr. Jay Hayston, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of NH Teen Institute for Prevention of Alcohol & Other Drug Abuse Inc. (dba NH Teen Institute).
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 23, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

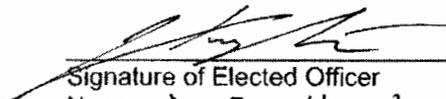
VOTED: That Marissa E. Carlson, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of NH Teen Institute to enter into contracts or agreements with the State
(Name of Corporation/LLC)

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

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

Dated: 6.7.2021

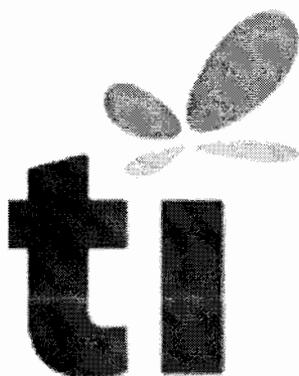

Signature of Elected Officer
Name: Dr. Jay Hayston
Title: vice President, Board of Director.

NH Teen Institute

Mission & Vision Statements

Our mission is to empower NH teens to lead healthy lifestyles and create stronger communities through community-focused prevention and leadership workshops.

Our vision is for EVERY teenager to have the opportunity to discover the full capacity of their personal power and create healthier schools and communities.



NEW HAMPSHIRE
TEEN INSTITUTE

NEW HAMPSHIRE TEEN INSTITUTE, INC.

Financial Statements
For the Years Ended June 30, 2019 and 2018

(With Independent Auditors' Report Thereon)

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INDEPENDENT AUDITORS' REPORT

The Board of Directors
New Hampshire Teen Institute, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of New Hampshire Teen Institute, Inc., which comprise the statements of financial position as of June 30, 2019 and 2018, 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.

Auditors' Responsibility

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

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

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

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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 Teen Institute, Inc. as of June 30, 2019 and 2018, 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.

A handwritten signature in cursive script that reads "Melanson".

Merrimack, New Hampshire
April 27, 2021

NEW HAMPSHIRE TEEN INSTITUTE, INC.

Statements of Financial Position
June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u>
	<u>Without Donor Restrictions</u>	<u>Without Donor Restrictions</u>
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 132,793	\$ 61,051
Grants receivable	40,919	82,814
Prepaid expenses	<u>12,960</u>	<u>36,665</u>
Total Current Assets	186,672	180,530
 Other Assets	 <u>241</u>	 <u>-</u>
 TOTAL ASSETS	 \$ <u><u>186,913</u></u>	 \$ <u><u>180,530</u></u>
 LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts payable	\$ 3,806	\$ 43
Accrued payroll and related liabilities	14,125	16,366
Deferred revenue	<u>-</u>	<u>1,475</u>
Total Current Liabilities	17,931	17,884
 Total Net Assets	 <u>168,982</u>	 <u>162,646</u>
 TOTAL LIABILITIES AND NET ASSETS	 \$ <u><u>186,913</u></u>	 \$ <u><u>180,530</u></u>

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

NEW HAMPSHIRE TEEN INSTITUTE, INC.

Statements of Activities
For the Years Ended June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u>
	Without Donor Restrictions	Without Donor Restrictions
SUPPORT, REVENUES, AND OTHER		
Support:		
Grants	\$ 185,474	\$ 218,888
Contributions	112,383	76,028
Revenues:		
Program service fees:		
Leaders in Prevention	4,725	-
Other programs	16,366	15,315
Merchandise	128	102
Other:		
Investment income	-	29
Miscellaneous revenue	26	30
Total Support, Revenues, and Other	<u>319,102</u>	<u>310,392</u>
EXPENSES		
Program Services:		
Summer Leadership	143,645	69,949
Leaders in Prevention	83,066	87,695
Other programs	24,011	46,440
Total Program Services	<u>250,722</u>	<u>204,084</u>
Supporting Services:		
Management and general	56,582	60,410
Fundraising and development	5,462	5,037
Total Supporting Services	<u>62,044</u>	<u>65,447</u>
Total Expenses	<u>312,766</u>	<u>269,531</u>
CHANGE IN NET ASSETS	6,336	40,861
NET ASSETS, BEGINNING OF YEAR	<u>162,646</u>	<u>121,785</u>
NET ASSETS, END OF YEAR	<u>\$ 168,982</u>	<u>\$ 162,646</u>

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

NEW HAMPSHIRE TEEN INSTITUTE, INC.

Statements of Functional Expenses For the Years Ended June 30, 2019 and 2018

	2019						
	Program Services				Supporting Services		2019 Total
	Summer Leadership	Leaders in Prevention	Other Programs	Total	Management and General	Fundraising	
Personnel expense:							
Salaries and wages	\$ 75,069	\$ 44,289	\$ 6,941	\$ 126,299	\$ 23,103	\$ 4,621	\$ 154,023
Employee benefits	3,715	2,192	343	6,250	-	-	6,250
Payroll taxes	6,047	3,568	559	10,174	1,861	372	12,407
Accounting	-	-	-	-	7,962	160	8,122
Advertising	-	-	-	-	2,385	-	2,385
Conferences and meetings	696	380	3,547	4,623	1,292	-	5,915
Information technology	30	-	339	369	-	-	369
Insurance	-	-	-	-	3,880	-	3,880
Miscellaneous	245	-	-	245	373	62	680
Occupancy	-	-	-	-	11,371	232	11,603
Office expenses	1,290	128	175	1,593	2,594	15	4,202
Other professional services	550	300	-	850	768	-	1,618
Program expense	53,985	31,172	3,434	88,591	-	-	88,591
Supplies	279	-	2,200	2,479	-	-	2,479
Travel	1,739	1,037	6,473	9,249	993	-	10,242
Total expenses by function	\$ 143,645	\$ 83,066	\$ 24,011	\$ 250,722	\$ 56,582	\$ 5,462	\$ 312,766
	2018						
	Program Services				Supporting Services		2018 Total
	Summer Leadership	Leaders in Prevention	Other Programs	Total	Management and General	Fundraising	
Personnel expense:							
Salaries and wages	\$ 37,830	\$ 50,640	\$ 18,831	\$ 107,301	\$ 26,137	\$ 4,127	\$ 137,565
Employee benefits	1,323	1,771	659	3,753	-	-	3,753
Payroll taxes	4,425	5,923	2,203	12,551	3,057	483	16,091
Accounting	-	-	-	-	9,563	196	9,759
Advertising	-	-	-	-	4,616	-	4,616
Conferences and meetings	172	222	7,707	8,101	240	-	8,341
Information technology	-	-	-	-	253	1	254
Insurance	-	-	-	-	3,189	-	3,189
Miscellaneous	50	-	-	50	357	39	446
Occupancy	-	-	-	-	8,351	166	8,517
Office expenses	1,415	704	188	2,307	2,528	4	4,839
Other professional services	1,030	683	29	1,742	304	-	2,046
Program expense	20,257	27,117	10,647	58,021	-	-	58,021
Supplies	2,100	-	-	2,100	-	-	2,100
Travel	1,347	635	6,176	8,158	1,815	21	9,994
Total expenses by function	\$ 69,949	\$ 87,695	\$ 46,440	\$ 204,084	\$ 60,410	\$ 5,037	\$ 269,531

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

NEW HAMPSHIRE TEEN INSITITUTE, INC.

Statements of Cash Flows
For the Years Ended June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 6,336	\$ 40,861
Changes in operating assets and liabilities:		
Grants receivable	41,895	(50,066)
Prepaid expenses	23,705	(24,290)
Other assets	(241)	-
Accounts payable	3,763	(1,159)
Accrued payroll and related liabilities	(2,241)	9,533
Deferred revenue	<u>(1,475)</u>	<u>1,475</u>
Net Cash Provided (Used) by Operating Activities and Net Change in Cash and Cash Equivalents	71,742	(23,646)
Cash and Cash Equivalents, Beginning of Year	<u>61,051</u>	<u>84,697</u>
Cash and Cash Equivalents, End of Year	<u>\$ 132,793</u>	<u>\$ 61,051</u>

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

NEW HAMPSHIRE TEEN INSITITUTE, INC.

Notes to Financial Statements For the Years Ended June 30, 2019 and 2018

1. Organization

New Hampshire Teen Institute (the Organization) is a nonprofit public benefit corporation which was incorporated in 1984. The Organization strives to empower teens to lead healthy lifestyles and create stronger communities through community-focused prevention and leadership workshops. The Organization's programs include:

Summer Leadership Program

The Summer Leadership Program is a dynamic residential week of leadership development, self-discovery, and social connection. It brings up to 100 diverse high school students from across New Hampshire and New England together through experiential workshops designed as catalysts for personal values exploration and increased school and civic engagement. Throughout the week, participants also increase their knowledge on a variety of topics including substance misuse and addiction, bullying, sexual health, conflict resolution, and health and wellness. The program connects participants with their local peers and school and community action organizations so they can channel this new energy toward the betterment of their home communities.

Leaders in Prevention Program

The Leaders In Prevention Program brings together teams of eight middle school students and two advisors for a long weekend of activities and action planning with numerous other teams from across New Hampshire. Schools, after-school groups, and community organizations identify students, from all walks of life and levels of skill, with leadership potential who are capable of working as part of a team, and willing to bring new skills and energy back to their community.

Students participate in an array of learning opportunities, both within their own team and together with all of the participating teams, around topics in school climate, substance abuse prevention, and community involvement. Every participant has the opportunity to develop or expand their leadership skills, build positive relationships with their peers and youth and adult mentors, and explore new ideas to improve their schools and communities. Through this process, they learn more about themselves and each other, and about how to work effectively as a team.

To culminate the program, each team also designs an action plan for a project they will implement in their school or community.

Other Programs

The Organization believes that increasing understanding and communication between teens and adults is crucial in empowering youth. As such, it offers various workshops for adults and teens covering various topics including understanding adolescence, communicating with preteens and teens, and many others.

2. Significant Accounting Policies

Change in Accounting Principle

On August 18, 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. ASU 2016-14 has been implemented in fiscal years 2019 and 2018 and the presentation in these financial statements has been adjusted accordingly.

Cash and Cash Equivalents

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

Grants and Contributions Receivable

Unconditional contributions that are expected to be collected within one year are recorded at net realizable value. Unconditional contributions that are expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the asset. In subsequent years, amortization of the discounts is included in revenue in the Statement of Activities. The allowance for uncollectable contributions receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable. No allowance was required at June 30, 2019 and 2018.

Grants receivable, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. Amounts recorded as grants receivable represent cost-reimbursable federal and state contract and grants, which the incurrence of allowable qualifying expenses and/or performance of certain requirements have been met or performed. The allowance for uncollectable grants receivable is based on historical experience and a review of subsequent collections. No allowance was required at June 30, 2019 and 2018.

Property and Equipment

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

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

Net Assets

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

Net Assets Without Donor Restrictions

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

Net Assets With Donor Restrictions

Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenue and Revenue Recognition

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

Accounting for Contributions

Contributions are recognized when received. All contributions are reported as increases in net assets without donor restrictions unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as increases in net assets with donor restrictions.

Unconditional promises with payment due in future years have an implied restriction to be used in the year of payment is due and, therefore, are reported as net assets with donor restrictions until the payment is due unless the contribution is clearly intended to support activities in the current year. Conditional promises, such as matching grants, are recognized when they become unconditional, that is, until all the conditions on which they depend are met.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by Generally Accepted Accounting Principles. Contributed property and goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received. No significant contributions of such goods or services were received during the years ended June 30, 2019 and 2018, respectively.

Advertising Costs

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

Functional Allocation of Expenses

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

Income Taxes

The Organization has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose. In fiscal years 2019 and 2018, the Organization was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

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

Financial Instruments and Credit Risk

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

Fair Value Measurements and Disclosures

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

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

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

New Accounting Standards to be Adopted in the Future

Revenue from Contracts with Customers

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

Contributions Received and Contributions Made

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

Equity Investments

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

Changes to the Disclosure Requirements for Fair Value Measurement

The FASB has issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*, which modifies the disclosure requirements for fair value measurements, and removed disclosures related to transfers between Level 1 and Level 2 of the fair value hierarchy, the policy for timing transfers between levels, the valuation process of Level 3 fair value measurements, and a roll forward of Level 3 investments. This standard will be effective for the Organization for the year ending June 30, 2020. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Contributed Nonfinancial Assets

In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also

known as gifts-in-kind, for not-for-profit organizations. Examples of contributed nonfinancial assets include fixed assets such as land, buildings, and equipment; the use of fixed assets or utilities; material and supplies, such as food, clothing, or pharmaceuticals; intangible assets; and recognized contributed services. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the statement of activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The amendments in this ASU should be applied on a retrospective basis and are effective for annual reporting periods beginning after June 15, 2021. Early adoption is permitted. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Leases

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

Credit Losses

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

3. Liquidity and Availability

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

Financial assets at year end:	2019	2018
Cash and cash equivalents	\$ 132,793	\$ 61,051
Grants receivable	40,919	82,814
Financial assets available to meet general expenditures over the next year	<u>\$ 173,712</u>	<u>\$ 143,865</u>

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next year, the Organization anticipates sufficient revenue to cover general expenditures not covered by donor-restricted resources.

4. Prepaid Expenses

Prepaid expenses is comprised of the following at June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Prepaid conferences	\$ 9,576	\$ 33,764
Prepaid insurance	2,834	2,272
Other	<u>550</u>	<u>629</u>
Total	<u>\$ 12,960</u>	<u>\$ 36,665</u>

5. Property and Equipment

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

	<u>2019</u>	<u>2018</u>
Furniture, fixtures, and equipment	\$ <u>4,092</u>	\$ <u>4,092</u>
Subtotal	4,092	4,092
Less accumulated depreciation	<u>(4,092)</u>	<u>(4,092)</u>
Total	<u>\$ -</u>	<u>\$ -</u>

6. Functionalized Expenses

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salaries and wages, employee benefits, and payroll taxes, which are allocated on the basis of time and effort estimates.

7. Concentrations of Risk

A material part of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization. During the years ended June 30, 2019 and 2018, the State of New Hampshire Department of Health and Human Services

accounted for 58% and 71%, respectively, of total revenues and 100%, for both years, of total receivables.

8. Subsequent Events

Subsequent events have been evaluated through April 27, 2021, the date the financial statements were available to be issued.

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



NEW HAMPSHIRE
TEEN INSTITUTE

Board of Directors – FY2022

Name/Joined	Address	Phone	Email
PRESIDENT Jocelyn Seager/2013 Wicked Clean Candles	[REDACTED]	[REDACTED]	jrseager@gmail.com
VICE PRESIDENT Jay Hayston/2017 Seven Hills Foundation	[REDACTED]	[REDACTED]	jayhayston@gmail.com
TREASURER Larry Szetela/2007 Laurence Szetela, CPA	[REDACTED]	[REDACTED]	lszet@aol.com
SECRETARY Lindsey Gagne/2003-2005, 2012 Genesis Rehabilitation Services	[REDACTED]	[REDACTED]	Lindsey.m.oconnell@gmail.com
Andrea Lindsey/2019 Beyond	[REDACTED]	[REDACTED]	akingnh@gmail.com
George Swenson/2019 Amica	[REDACTED]	[REDACTED]	gswenson@amica.com
Andrew Gagne/2020 Sierra	[REDACTED]	[REDACTED]	Andrewbgagne@gmail.com
Sara Saleem/2021 Midland Independent School District	[REDACTED]	[REDACTED]	Sara.saleem0905@gmail.com

Samantha Jo-Anne Worth

Experience

NH Teen Institute, Manchester, NH

Parent Education Coordinator

Feb 2020-Present

- Deliver Staying Connected With Your Teen® curriculum to parents of teens across the state of NH
- Network and develop partnerships within the Public Health Network
- Certified Prevention Specialist (CPS) with knowledge in the substance misuse prevention framework

Wynn Las Vegas and Encore, Las Vegas, NV

Conference Services Manager

November 2017-July 2018

- Oversee the operations and service of approximately 30 conference groups every quarter
- Prepare Meeting Event Orders, collaborate with Interdepartmental managers on F&B and AV requests, invoice and collect money for group expenses, prepare group overview documentation for internal communications
- Establish rapport with clients to provide 5-star service and exceed expectations

Hearts On Fire, Boston, MA

Executive Assistant to the President and CFO/COO

May 2015-November 2017

- Manage each executives calendar and daily meeting schedule with internal employees and external network
- Communicate critical company-wide announcements on behalf of executive
- Ability to maintain confidential information on management and business matters
- Correspond on behalf of executive via phone, e-mail or text
- Key point of contact for our parent company, Chow Tai Fook, located in Hong Kong
- Create presentations, agendas and other documents for meetings
- Organize all travel booking for international and domestic trips (including passports, visas & travel documentation)
- Process expense reports using Concur and file reimbursement claims
- Facilitate operational logistics for company events
- Integral part of on-site team for our large events
- Handler for high profile guests and industry elites at all major events
- Partner with leadership team on cross-departmental collaborations and internally coordinate meetings

Stran Beverage, Boston, MA

Product Manager- Marketing Department

December 2014-May 2015

- Supported Director of Marketing with sourcing information and vendor details
- Conducted daily marketing and sales meetings
- Prioritized all projects by sales rep and client for marketing department
- Negotiated with vendors on best pricing for company programs

Senior Account Manager- Sales Department

March 2012-December 2013

- Directly supported the President of the company with day-to-day operations of the business
- Responsible for sales and customer service for all northeast region accounts
- Organized travel and special event arrangements
- Maintained updated project list for cross-departmental communication



Samantha Jo-Anne Worth

Steve and Kate's, LLC., Belmont, MA

Community Director

Jan 2014-December 2014

- Accountable for all administrative and operational needs of this start-up summer camp
- Interviewed and hired full summer staff (15 people)
- Managed all on-site facility preparation
- Scheduled, organized and ran family informational sessions and meet & greet events
- Provided the highest level of customer service to parents on all concerns with their child/camper
- Approved food orders for lunch program

Londonderry School District, Londonderry, NH

October 2011–March 2012

Para-educator- PFS: The Program for Success department

- Worked one-on-one with a student providing academic and behavioral health support
- Maintained records and materials ensuring student's educational and emotional needs were met

Anheuser-Busch Companies, Denver, CO & St. Louis, MO

Off-Premise Merchandiser- Off- Premise Sales Division

July 2010-November 2010

- Provide accounts with appropriate point of sale material
- Assisted salesmen in servicing accounts and providing the best customer service

National Special Event Team Representative-

Contemporary Event Marketing Dept

May 2009-May 2010

- Executed 25 special events across the US and promotions with 23 different wholesalers
- Utilized communication and organizational skills as a team lead for eight events by assisting wholesaler's schedule and plan event promotions
- Developed in Excel a recap with feedback notes, areas of suggested growth and event successes
- Responsible for coordinating all travel plans air, car & hotel for trip with other team members

Education

Brandeis University, Waltham, MA

May 2009

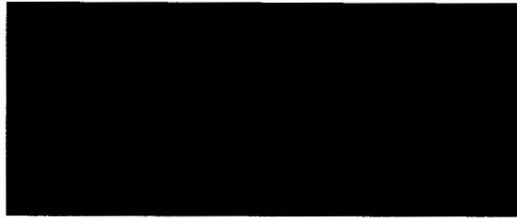
Bachelor of Arts

Major: International Global Studies- Concentration in Global Communications, Media and the Arts

Minor: Woman and Gender Studies



Marissa Carlson



QUALIFICATIONS

Experience leading nonprofit organizations to achieve their youth development and artistic missions
Trainer for youth and adults, with experience in curriculum design as well as implementation
Computer experience includes Word, Excel, Salesforce, FileMaker Pro, SPSS (statistics), MEDIC+, Publisher, and internet research

EDUCATION

M.S. Nonprofit Management, Bay Path University, Longmeadow, MA
B.A. Psychology, Pomona College, Claremont, CA
Psi Chi: International Honor Society in Psychology

ADDITIONAL CERTIFICATIONS & TRAININGS

- Certified Prevention Specialist (CPS)
- Trainer of SAMHSA-developed curricula including:
 - Substance Abuse Prevention Skills Training (SAPST)
 - Ethics in Prevention
 - Advanced Prevention Ethics
 - A Provider's Introduction to Substance Abuse Treatment for Lesbian, Gay, Bisexual, and Transgender Individuals (2nd Edition)
- Trained in Youth Leadership Institute's (YLI) "Environmental Prevention & Youth Initiated Projects"

EMPLOYMENT

- 2012 - Executive Director, New Hampshire Teen Institute
2009 – 2012 Program Director, New Hampshire Teen Institute
- Coordinating and training 175+ volunteer staff from NH and the greater Northeast for 5 overnight and numerous day-long programs around the state of NH each year.
 - Engaging in regular organizational mission, vision, and strategic plan update & review in collaboration with the Board of Directors.
 - Developing & implementing curricula that promote healthy choices and substance misuse prevention through capacity building, youth development, and youth & adult partnerships.
 - Collaborating with coalition staff, teachers, SAPs, guidance counselors, and other youth-work professionals from NH's regional prevention networks to connect & enroll eligible students in our programs.
 - Developing the organization's annual budget and individual program budgets in collaboration with key staff & stakeholders
 - Co-advising the volunteer Program Advisory Committee, a youth-adult collaboration focused on the continued efficacy and efficiency of our programming.
 - Acting as the organizational liaison between our volunteer staff & participants and the facilities staff at the program sites we utilize.
 - Heading all aspects of the multi-year Service to Science application process to achieve endorsement of the Summer Leadership Program as an evidence-based prevention program, including research, evaluation, and data entry & analysis.
 - Managing paid, intern, and volunteer staff in both office and program settings.

- Working at the state and regional levels to position NH Teen Institute as the foremost name in youth leadership development and empowerment programming.

2004 – 2009 Admissions Intake Coordinator, Hillcrest Educational Centers

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

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

2002 – 2003 Office Manager, Tapestry Health Systems

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

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

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

- Coordinating 2-4 evening activities (performances, trips, sports events, etc.) for the students
- Overseeing the A/V needs for classes, activities, and events, and supervising the two A/V coordinators
- Coordinating the arrivals and departures of students at Logan Airport
- Co-managing other staff in the Programming Office

ORGANIZATIONS

- 2019 - New England Prevention Technology Transfer Center Advisory Council - Member
- 2017 - NH Training Institute on Addictive Disorders' Training Advisory Committee – Member
- 2015 - NH Prevention delegate to the International Credentialing & Reciprocity Consortium (IC&RC), Lead Advisor of the IC&RC Prevention Specialist credential (2020-)
- 2013 - NH Prevention Certification Board – Secretary, President
Lead Board Member on NH Prevention Workforce Development program (2016-)
- 2013 - NH Governor's Commission Prevention Task Force – Member
- 2004 - Mill City Productions – Associate Artistic Director (2013-)
Founding company member & Artistic Director (2004-2010)
- 1997-2002 Young Americans - Company member
National & international tours in Fall 1999 and Fall 2001

Maura McGowan



OBJECTIVE A challenging position in the field of Prevention empowering and strengthening youth, families, & communities.

Summary of Experience
18 years' experience in Community Outreach
14 years' experience working with Teens in Substance Abuse Prevention and Healthy Choices
13 years' experience creating Marketing Materials
11 years' experience working in the field of Child Abuse & Neglect Prevention
10 years' experience working in the field of Parent Support & Education
10 years' experience supporting & supervising interns and volunteers
Creation of Community Awareness Events and Workshops for children, teens and adults
Experienced Public Speaker, Skilled Workshop Facilitator, Excellent Communication Skills

EXPERIENCE **New Hampshire Teen Institute**

Program Director

August 2017 to Present

Responsible to create, plan, and facilitate residential and day programs that focus on leadership development, peer mentoring, and substance misuse prevention for middle and high school students. Work closely with the staff to develop new programs and update existing programs. Outreach to communities to promote our programs and ensure that TI is known and regarded positively throughout the state and region. Continually develop our volunteer and alumni networks to create positive relationships to assist in staffing and promoting our programs. Update our Board of Directors and financial agencies of our progress and impact. Attend relevant trainings and meetings to continue my learning, make valuable connections, and to obtain my Certified Prevention Specialist.

The Front Door Agency

Transitional Housing Program Case Manager

March 2012 to July 2017

Responsible to provide case management to single mothers in our Transitional Housing Program focusing on working to increase skills and confidence in the areas of; time management, budgeting, health and wellness, mental health, educational goals, employment, pride in home and financial stability. Provide support and guidance to clients in both individual and group settings. Provide information about outside supports to assist with educational goals, employment goals and parenting concerns. Coordinate volunteers for weekly child care support for clients attending our weekly groups.

Prevention Makes Cents

Program Coordinator

July 2009 to March 2012

Co-created a non-profit agency to continue the work of the Child Assault Prevention (CAP) Project as well as Parenting Support and Education Programs for the Greater Nashua Area. Responsibilities include facilitating programs, training interns & volunteers, supervising interns & volunteers, outreaching to schools in new communities, coordination of all aspects of the CAP Project and facilitating various parenting support and education programs.

Nashua School District, Nashua, NH

Parent Educator/Liaison for Fairgrounds Elementary School's Family Resource Center

April 2009 to January 2010

Increase Parent Involvement in school through education, outreach and advocacy. Responsibilities included co-facilitating weekly parent support group, coordination of outside services for ESOL & GED classes, liaise between the school and parents to facilitate increased volunteerism, training & supervision of parent volunteers, offering support to parents for issues both at school & at home, and serving on a number of teams focused on school improvement.

New Hampshire Teen Institute, Nashua, NH

Program Assistant

September 2008 to April 2009

Worked closely with the Director of Outreach to engage & increase our volunteer staff and to critique and improve our programs and workshops geared toward the reduction of substance abuse. Responsibilities included delivering programs, coordinating events and fundraisers, preparing and creating marketing materials, creating new workshops, working on a team to create a comprehensive volunteer staff manual.

The Youth Council, Nashua, NH

CAP Facilitator, Child Assault Prevention (CAP) Project

January 2006 to May 2009 and September 2003 to May 2005

Worked facilitating all aspects of the program including training volunteers & interns, facilitating teacher and parent workshops, leading classroom presentations, coordinating with schools, scheduling staff, creating marketing materials to outreach to the community, and the gathering of statistics for reports and grant writing assistance.

Parenting Facilitator, Active Parenting Program

January 2004 to May 2009

Worked closely with the Director of the Program to outreach to the community to offer the Active Parenting Series which ranged from toddlers to teens. Responsibilities included coordinating and delivering the programs, preparing paperwork and records for sessions, working with parents to resolve an array of parent/child conflicts, creating marketing materials geared toward both parents and community partners, gathering statistics for reports and grant writing assistance.

Court Diversion Program Support Specialist, Court Diversion Program

February 2004 to September 2009

Assisted in the coordination of the program and facilitated a panel of community volunteers to hear cases. Responsibilities included scheduling cases, corresponding with families, preparing cases to be heard each month, interviewing and creating consequences for juveniles attending the program, following up monthly with juveniles in the program.

Adult Day Service Program

Activities Coordinator

March 2005 to December 2005

Ran the day to day schedule of activities for clients attending the program. Responsibilities included creating a monthly events calendar, daily activities that served the varying medical and cognitive needs of clients in the program through researching appropriate interventions, planning the monthly menu, coordinating the transportation needs of the clients with both a private transport company and Nashua Public Transit, working with the families and caretakers of the clients, interviewing clients along with the Program Coordinator and Nurse, planning special events for the clients and their families, coordinating the partnership with the pre-nursing students of Alvirne HS, and supervising the support staff.

NHCTC, Nashua, NH

Community Partner Program Developer, Community Partner Grant

May 2004 to March 2005

Created the Community Partner Program under a grant awarded to NHCTC. Responsibilities included identifying Community Partners and creating meaningful job positions for Federal Work Study Students, creating marketing materials and orientation packets which introduced the program to Community Partners as well as the eligible students, and preparing both the sites and the students for a successful work placement.

EDUCATION

NH Certified Prevention Specialist, January 2020

New Hampshire Community Technical College, Nashua, NH

Associates of Science Degree in Human Services, May 2004

NH Teen Institute – FY22Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Marissa Carlson	Executive Director	\$52,376.18	25%	\$13,094.05
Maura McGowan	Program Director	\$44,808.19	75%	\$33,606.14
Samantha Worth	Parent Education Coordinator	\$40,458.91	100%	\$40,458.91
Madison Sorel	Program Coordinator (16-24 hrs/week)	\$14.08/hr	75%	\$9,881.35
Jeni Lauder	Bookkeeper (3-5 hrs/week)	\$27.06/hr	50%	\$2,814.30



Lori A. Shibette
Commissioner

35 mac

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

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

June 10, 2020

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

REQUESTED ACTION

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

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

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

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

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

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

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

See Fiscal Details for Distribution of Funds

EXPLANATION

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

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

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

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

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

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

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

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

Area served: Statewide.

Source of Funds: 100% Other Funds.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

Attachment A
Financial Details

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

New Hampshire Teen Institute V#166624

PO #1056422

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

The Upper Room V#174210

PO #1057461

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

The Youth Council V#154886

PO #1056421

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

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

Boys & Girls Club of Greater Salem V#160066

PO #1058002

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

New Hampshire Teen Institute V#166624

PO #1056422

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

Attachment A
Financial Details

North Country Education Services V#154707

PO #1058007

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

The Upper Room V#174210

PO #1057461

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

The Youth Council V#154886

PO #1056421

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

Total by Year

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

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

Boys & Girls Club of Greater Salem V#160066	PO #1058002		\$653,868	\$216,488	\$870,356
New Hampshire Teen Institute V#166624	PO #1056422		\$759,112	\$215,655	\$974,767
North Country Education Services V#154707	PO #1058007		\$519,130	\$172,065	\$691,195
The Upper Room V#174210	PO #1057461		\$301,073	\$87,109	\$388,182
The Youth Council V#154886	PO #1056421		\$437,069	\$128,010	\$565,079
Total by Agency			\$2,670,252	\$819,327	\$3,489,579

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



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

This 2nd Amendment to the Substance Misuse Prevention Direct Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Teen Institute for the Prevention of Alcohol and Other Drug Misuses, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 1 Sundial Avenue, Suite 219, Manchester, NH, 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Late Item #B), as amended on June 20, 2018, (Item #37), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.3, Contractor Name, to read:
NEW HAMPSHIRE TEEN INSTITUTE FOR THE PREVENTION OF ALCOHOL AND OTHER DRUG ABUSE
2. Form P-37 General Provision, Block 1.4, Contractor Address, to read:
1 Sundial Avenue Suite 219, Manchester, NH 03103
3. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
4. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$974,767.
5. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
6. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
7. Add Exhibit B-4, Budget – Amendment #2, attached hereto and incorporated by reference herein.

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



All terms and conditions of the Contract and prior amendment not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

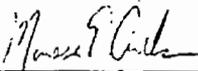
State of New Hampshire
Department of Health and Human Services

5-22-2020
Date


Name: Katja S. Fox
Title: Director

New Hampshire Teen Institute for the Prevention of Alcohol
and Other Drug Abuse

5/15/2020
Date


Name: Marissa E. Carlson
Title: Executive Director

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



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

OFFICE OF THE ATTORNEY GENERAL

June, 2, 2020
Date

J Christopher Marshall
Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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

Contractor Name: New Hampshire Teen Institute for the Prevention of Alcohol and Other Drug Abuse

Budget Request for: Substance Misuse Prevention Direct Services

Budget Period: SFY 2021 (7/01/2020 - 6/30/2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 86,512.00	\$ 56,867.44	\$ 153,379.44	14211.6	41243.52	\$ 55,455.12	82900.4	15623.92	\$ 97,924.32
2. Employee Benefits	\$ 18,179.91	\$ 4,067.42	\$ 22,247.33	2544.98	3050.56	\$ 5,595.54	15634.93	1016.66	\$ 16,651.76
3. Consultants	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 525.42	\$ -	\$ 525.42	\$ 474.58	\$ -	\$ 474.58
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 9,750.02	\$ 4,380.20	\$ 14,130.22	\$ 893.98	\$ 3,285.15	\$ 4,179.13	\$ 8,856.04	\$ 1,095.05	\$ 9,951.09
7. Occupancy	\$ -	\$ 10,200.00	\$ 10,200.00	\$ -	\$ 5,100.00	\$ 5,100.00	\$ -	\$ 5,100.00	\$ 5,100.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 4,000.00
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,923.75	\$ -	\$ 1,923.75	\$ 500.00	\$ -	\$ 500.00	\$ 1,423.75	\$ -	\$ 1,423.75
11. Staff Education and Training	\$ 1,500.00	\$ 100.00	\$ 1,600.00	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ 500.00	\$ -	\$ 500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Leaders In Prevention	\$ 36,634.08	\$ -	\$ 36,634.08	\$ 11,722.91	\$ -	\$ 11,722.91	\$ 24,911.17	\$ -	\$ 24,911.17
Summer Leadership Program	\$ 109,436.60	\$ -	\$ 109,436.60	\$ 54,718.30	\$ -	\$ 54,718.30	\$ 54,718.30	\$ -	\$ 54,718.30
TOTAL	\$ 286,636.36	\$ 75,616.06	\$ 362,252.42	\$ 93,817.19	\$ 57,778.23	\$ 148,594.42	\$ 192,819.17	\$ 22,835.83	\$ 215,655.00

Indirect As A Percent of Direct 26.4%



Jeffrey A. Meyers
Commissioner

Christine Tappan
Associate Commissioner

37 ~~QBB~~

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

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

May 3, 2018

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

REQUESTED ACTION

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

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

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

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

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

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

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

See Fiscal Details for Distribution of Funds

EXPLANATION

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

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

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

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

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

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

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

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

Area Served: Statewide

Source of Funds: 100% Other Funds

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



Respectfully submitted,

Thomas Pristow
Deputy Commissioner



Approved by:

Jeffrey A. Meyers
Commissioner

Attachment A
Financial Details

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

New Hampshire Teen Institute V#166624

PO #1056422

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

The Upper Room V#174210

PO #1057461

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

The Youth Council V#154886

PO #1056421

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

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

Boys & Girls Club of Greater Salem V#160066

PO #1058002

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

New Hampshire Teen Institute V#166624

PO #1056422

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

North Country Education Services V#154707

PO #1058007

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

The Upper Room V#174210

PO #1057461

Attachment A
Financial Details

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

The Youth Council V#154886

PO #1056421

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$130,946	\$0	\$130,946
2019	102-500734	Contracts for Prog Svc	\$0	\$128,010	\$128,010
2020	102-500734	Contracts for Prog Svc	\$0	\$128,010	\$128,010
Sub-total			\$130,946	\$256,020	\$385,966
Total SFY18			\$836,940	\$0	\$836,940
Total SFY19			\$0	\$819,327	\$819,327
Total SFY20			\$0	\$819,327	\$819,327

Grand Total			\$1,031,598	\$1,638,654	\$2,670,252
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Boys & Girls Club of Greater Salem V#160056	PO #1058002	\$220,892	\$432,976	\$653,868
New Hampshire Teen Institute V#166624	PO #1056422	\$327,802	\$431,310	\$759,112
North Country Education Services V#154707	PO #1058007	\$175,000	\$344,130	\$519,130
The Upper Room V#174210	PO #1057461	\$126,855	\$174,218	\$301,073
The Youth Council V#154886	PO #1056421	\$181,049	\$256,020	\$437,069
Total by Agency		\$1,031,598	\$1,638,654	\$2,670,252

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

June 23, 2017-March 30, 2018

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

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

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

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

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

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

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



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

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

This 1st Amendment to the Substance Misuse Prevention Direct Services contract (hereinafter referred to as "Amendment #1") dated this 5th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Teen Institute for the Prevention of Alcohol and Other Drug Abuse, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 180 Bridge Street, 1st Floor Manchester, NH, 03104.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Late Item #B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 4 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$759,112.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
5. Add Exhibit B-2, Budget – Amendment #1.
6. Add Exhibit B-3, Budget – Amendment #1.
7. Add Exhibit K, DHHS Information Security Requirements.



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

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

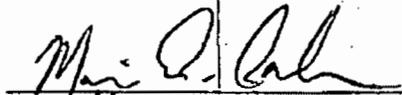
State of New Hampshire
Department of Health and Human Services

5/10/18
Date


~~Christine Tappan~~ T. Pe. Star
~~Associate Commissioner~~ Dep Comm

New Hampshire Teen Institute for the Prevention of Alcohol
and Other Drug Abuse

4/13/18
Date


Name: Maissa E. Carlson
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Barrington on April 13 2018, before the undersigned officer,
personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is
signed above, and acknowledged that s/he executed this document in the capacity indicated above.


Signature of Notary Public or Justice of the Peace

Bianca Hagan
Name and Title of Notary or Justice of the Peace

My Commission Expires: Sept 13 2022





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

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

OFFICE OF THE ATTORNEY GENERAL

6/5/18
Date

Rebecca W Ross
Name: *Rebecca W Ross*
Title: *Senior Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-2, Budget Sheet, Amendment #1

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

Bid/Ident/Program Name: NH Teen Institute for the Prevention of Alcohol and other Drug Abuse

Budget Request for: Substance Abuse Prevention Contract Services

Budget Period: FY18 (July 1, 2018 - June 30, 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect / Fixed	Total	Direct Incremental	Indirect / Fixed	Total	Direct Incremental	Indirect / Fixed	Total
1. Total Salary/Wages	\$ 82,777.84	\$ 54,764.50	\$ 147,538.44	\$ 13,663.10	\$ 37,270.15	\$ 50,933.25	\$ 78,114.84	\$ 17,468.55	\$ 95,583.39
2. Employee Benefits	\$ 16,081.68	\$ 5,314.08	\$ 21,395.94	\$ 2,952.08	\$ 3,719.88	\$ 6,671.94	\$ 13,128.78	\$ 1,584.22	\$ 14,724.00
3. Consultants	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 743.33	\$ -	\$ 743.33	\$ 1,256.67	\$ -	\$ 1,256.67
6. Travel	\$ 8,323.83	\$ 4,168.72	\$ 13,512.55	\$ 854.91	\$ 2,832.10	\$ 3,787.01	\$ 8,468.89	\$ 1,250.82	\$ 9,725.51
7. Occupancy	\$ -	\$ 8,400.00	\$ 8,400.00	\$ -	\$ 4,400.00	\$ 4,400.00	\$ -	\$ 4,000.00	\$ 4,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 300.00	\$ -	\$ 300.00	\$ 150.00	\$ -	\$ 150.00	\$ 150.00	\$ -	\$ 150.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 4,500.00	\$ -	\$ 4,500.00	\$ 1,253.12	\$ -	\$ 1,253.12	\$ 3,246.88	\$ -	\$ 3,246.88
11. Staff Education and Training	\$ 1,500.00	\$ 200.00	\$ 1,700.00	\$ 700.00	\$ 200.00	\$ 900.00	\$ 800.00	\$ -	\$ 800.00
12. Subcontract Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Leaders in Prevention	\$ 35,033.04	\$ -	\$ 35,033.04	\$ 11,210.57	\$ -	\$ 11,210.57	\$ 23,822.47	\$ -	\$ 23,822.47
Summer Leadership Program	\$ 104,632.80	\$ -	\$ 104,632.80	\$ 52,326.30	\$ -	\$ 52,326.30	\$ 52,326.30	\$ -	\$ 52,326.30
SLP Advanced Regional Training Days	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00
TOTAL	\$ 228,643.27	\$ 72,891.30	\$ 358,530.57	\$ 81,333.43	\$ 48,522.11	\$ 143,875.54	\$ 191,515.81	\$ 24,354.19	\$ 215,634.00
Indirect As A Percent of Direct			25.4%						

Contractor Initials **MBC**
Date **4/13/18**

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

Bidder/Program Name: NH Teen Institute for the Prevention of Alcohol and other Drug Abuse

Budget Request for: Substance Abuse Prevention Direct Services

Budget Period: FY 18 (July 1, 2018 - June 30, 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHEH contract share		
	Direct (Incremental)	Indirect (Fixed)	Total	Direct (Incremental)	Indirect (Fixed)	Total	Direct (Incremental)	Indirect (Fixed)	Total
1. Total Salary/Wages	\$ 84,833.50	\$ 55,853.87	\$ 140,687.37	\$ 13,938.57	\$ 40,537.73	\$ 54,476.30	\$ 80,607.13	\$ 15,315.04	\$ 96,012.07
2. Employee Benefits	\$ 16,454.95	\$ 5,437.37	\$ 21,892.33	\$ 3,020.57	\$ 4,078.03	\$ 7,098.60	\$ 13,234.39	\$ 1,556.34	\$ 14,790.73
3. Consultants	\$ 3,500.00	-	\$ 3,500.00	\$ 3,500.00	-	\$ 3,500.00	-	-	\$ 3,500.00
4. Equipment:	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	\$ 1,000.00	-	\$ 1,000.00	-	-	-	\$ 1,000.00	-	\$ 1,000.00
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	\$ 9,540.14	\$ 4,289.90	\$ 13,829.04	\$ 874.74	\$ 3,214.43	\$ 4,089.17	\$ 8,865.40	\$ 1,071.48	\$ 9,736.88
7. Occupancy	-	\$ 8,000.00	\$ 8,000.00	-	\$ 8,000.00	\$ 8,000.00	-	\$ 4,000.00	\$ 4,000.00
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-
Postage	\$ 300.00	-	\$ 300.00	\$ 150.00	-	\$ 150.00	\$ 150.00	-	\$ 150.00
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	\$ 10,000.00	-	\$ 10,000.00	\$ 5,000.00	-	\$ 5,000.00	\$ 8,000.00	-	\$ 8,000.00
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Schwab	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	\$ 4,500.00	-	\$ 4,500.00	\$ 1,254.57	-	\$ 1,254.57	\$ 3,245.43	-	\$ 3,245.43
11. Staff Education and Training	\$ 1,500.00	\$ 200.00	\$ 1,700.00	\$ 700.00	\$ 200.00	\$ 900.00	\$ 800.00	-	\$ 800.00
12. Subcontract/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specify details mandatory)	-	-	-	-	-	-	-	-	-
Leaders in Prevention	\$ 35,845.18	-	\$ 35,845.18	\$ 11,470.77	-	\$ 11,470.77	\$ 24,374.33	-	\$ 24,374.33
Summer Leadership Programs	\$ 107,081.00	-	\$ 107,081.00	\$ 53,540.50	-	\$ 53,540.50	\$ 53,540.50	-	\$ 53,540.50
SLP Advanced Regional Training Days	\$ 8,000.00	-	\$ 8,000.00	\$ 3,000.00	-	\$ 3,000.00	\$ 3,000.00	-	\$ 3,000.00
TOTAL	\$ 290,335.74	\$ 74,776.94	\$ 365,112.70	\$ 90,447.52	\$ 63,038.19	\$ 148,477.71	\$ 151,802.34	\$ 21,744.78	\$ 215,656.00
Indirect As A Percent of Direct		25.8%							

Contractor Initials **MCC**
 Date **4/13/18**

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

MEC

4/13/18

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

May 10, 2018 **G&C Approved**

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

Date 6/21/18
Item # Lake Item #B

REQUESTED ACTION

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

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

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

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

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

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

SFY	Class/Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92058504	\$441,048
			Sub-total SFY:18	\$441,048
			Total Contract	\$635,706

EXPLANATION

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

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

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

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

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

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

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

Area Served: Statewide

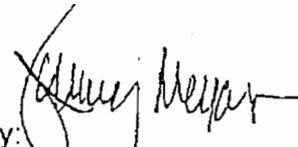
Source of Funds: 100% Other Funds

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

Respectfully submitted,



Katja S. Fox
Director



Approved by: Jeffrey A. Meyers
Commissioner



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

**Substance Misuse Prevention Direct
Services**

RFP-2017-BDAS-01-Subst

RFP Name

RFP Number

Reviewer Names

Bidder Name

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

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

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



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

May 18, 2017

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

Dear Commissioner Meyers:

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

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

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

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

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

Sincerely,

Denis Goulet

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

Subject: Substance Misuse Prevention Direct Services, RFP-2017-BDAS-01-Subst-1 (NH Teen Institute)

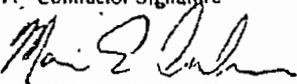
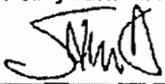
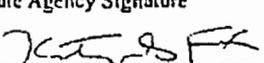
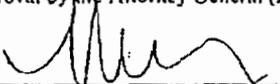
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857	
1.3 Contractor Name New Hampshire Teen Institute		1.4 Contractor Address 180 Bridge Street, 1 st Floor Manchester, NH 03104	
1.5 Contractor Phone Number 603-545-7341	1.6 Account Number <i>MSC</i> 05-95-49-491510-2989 05-95-92-920510-3382	1.7 Completion Date June 30, 2018	1.8 Price Limitation 327,801.79
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Marissa E. Carlson, Executive Director	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Rockingham</i> On <i>April 21, 2017</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace STEVEN SCOTT		1.14 State Agency Signature  Date: <i>5/2/17</i>	
1.15 Name and Title of State Agency Signatory Katy S. Fox, Director		1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____	
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>5/26/17</i> <i>Marian A. Yock</i> Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to youth, ages ten (10) to twenty (20), who are in the Institute of Medicine (IOM) Prevention Classification categories of selective or indicated and provide parent education for parents/caregivers of the targeted population, statewide.
- 1.4. The Contractor shall work collaboratively with the Regional Public Health Networks (RPHN) and community partners and shall utilize its knowledge on community service agencies that are available to youth and parents/caregivers, including but not limited to, Juvenile Diversion Network programs, alcohol and other drug services, mental health services, and housing services.
- 1.5. The Contractor shall provide individual screening of youth referred to the program(s) using an evidenced-based screening tool that is approved by the Department.
- 1.6. The Contractor shall ensure appropriate referrals to community providers as indicated by the individual screening. The contractor shall develop and maintain protocols for referrals to appropriate providers and have such protocols available to the Department upon inspection.
- 1.7. The Contractor shall not use funding received under this contract for the purposes of capacity building nor shall funding be used to supplant other programs or services.
- 1.8. The Contractor shall have current knowledge of how to maintain funding separate streams of funding for this and other projects.

2. Scope of Work

- 2.1. The Contractor shall provide evidenced informed substance misuse prevention direct services that are designed for targeted populations with the goals of reducing risk factors while enhancing protective factors to positively impact healthy decisions around the use of substances and increase knowledge of the consequences of substance misuse and abuse.

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Exhibit A

2.2. Outreach Plan

- 2.2.1. The Contractor shall develop and implement an outreach plan to increase awareness of the New Hampshire Teen Institute Programs and Services with a focus on targeting youth of higher risk of developing a substance use disorder specifically those in the IOM category of selective and indicated. The outreach plan for each program shall include, but not be limited to:
- 2.2.1.1. The production of new outreach materials that includes the incorporation of the focus on youth at high risk;
 - 2.2.1.2. The number, frequency and type (i.e. group presentation, one-on-one meetings, emails, telephone, outreach material distribution) of outreach activities planned per quarter; and
 - 2.2.1.3. The goals and outcomes desired to achieve through outreach activities per referral source (i.e. introduce program to new referral sources or under-utilized referral sources, increase number of referrals already being sent by a referral source, develop relationship with local government officials).

2.3. Recruitment Strategy

- 2.3.1. The Contractor shall ensure a recruitment strategy that is focused on youth in the IOM category of selective and indicated who are at a higher risk of developing a substance use disorder and parents/caregivers of the targeted population. Targeted populations for recruitment includes but is not limited to youth and/or their parents/caregivers involved with the Division of Children, Youth and Families services, youth and/or their parents/caregivers who are homeless, youth at risk of dropping out of school, youth experiencing academic failure, LGBTQ youth, youth with behavioral health issues, youth offenders, youth and/or parents/caregivers with a mental health or substance use disorder, and youth engaging in risky or destructive behaviors.

2.4. Evidence Informed Programming

- 2.4.1. The Contractor shall ensure all programs and services are evidenced informed and culturally relevant, as approved by the Department, with preference given with this funding to youth and their parents/caregivers in the indicated and selective in the IOM category of selective and indicated who are at a higher risk of developing a substance use disorder.
- 2.4.2. The Contractor shall work with the Department and its contracted entity to provide training and technical assistance to ensure the core elements of the evidence informed program and services it provides will be implemented with fidelity.
- 2.4.3. The Contractor shall seek approval from the Department on any and all adaptations to the evidences informed program model.
- 2.4.4. The Contractor shall select programs and services that address the following outcome measures:
- 2.4.4.1. Increase perception of risk/harm of the use of substances;
 - 2.4.4.2. Increase the perception of peer and parental disapproval of the use of substances;



Exhibit A

- 2.4.4.3. Increase parental efficacy; and
 - 2.4.4.4. Increase parental communication about the use of substances and parental monitoring.
- 2.5. Summer Leadership Program and Leadership In Prevention Program**
- 2.5.1. The Contractor shall ensure participants enrolled in the Summer Leadership Program and Leadership in Prevention Program receive a universally applied evidenced based screening tool to screen all youth referred to the program for early identification of substance misuse and/or mental health issues. The Contractor shall, at a minimum :
 - 2.5.1.1. Ensure training to each NH Teen Institute staff who shall be conducting the screening in the use of the tool;
 - 2.5.1.2. Submit to the Department the name of the evidence-based screening tool to be used by the NH Teen Institute and the training protocols for staff administering the tool; and
 - 2.5.1.3. Ensure referral to the appropriate community provider or service based on the screening for individuals needing external services.
 - 2.6. The Contractor shall maintain necessary coordination with the Regional Public Health Networks and public and private agencies providing services to the target population and must maintain a depth of knowledge on community services agencies that are available to youth and parents/caregivers including but not limited to mental health providers, primary care providers, alcohol and other drug prevention, treatment and recovery services, juvenile diversion network programs, and housing services.
 - 2.7. The Contractor shall ensure equal access to all programs and services funded by this contract and provide reasonable accommodations as necessary for those participants facing health disparities. Accommodations include, but are not limited to:
 - 2.7.1. Interpreter services;
 - 2.7.2. Materials in a varied format;
 - 2.7.3. Child care or access to affordable child care; and
 - 2.7.4. Transportation or assistance with access to affordable and accessible transportation.
 - 2.8. **Program Participation Requirements**
 - 2.8.1. Pursuant to this contract, the Contractor shall serve:
 - 2.8.1.1. A minimum of two-hundred (200) high school students with preference to indicated and selective youth in the Summer Leadership Program;
 - 2.8.1.2. A minimum of seventy-five (75) middle school students with preference to indicated and selective youth in the Leadership in Prevention Program;
 - 2.8.1.3. A minimum of one hundred forty (140) NH Teen Institute Alumni participating in the Advanced Regional Trainings; and
 - 2.8.1.4. A minimum of three hundred (300) parents/caregivers participating in the Staying Connected with Your Teen or other parenting/caregiving education curricula.



Exhibit A

2.9. Participant Survey

- 2.9.1. The Contractor shall administer a survey, supplied by the Department, to all individuals participating in the selected service.
- 2.9.2. The survey will consist of a pre-post design and the Contractor shall ensure participants who complete the intervention fully complete all components of the survey design.
 - 2.9.2.1. The Department will provide the surveys and instructions.
 - 2.9.2.2. The survey administration process will include the process for acquiring consent from program participants in the evaluation and in compliance with the Department's policies and protocols.
 - 2.9.2.3. The Contractor shall survey a minimum of eighty percent (80%) of program participants.

3. Staffing

- 3.1. The Contractor shall maintain sufficient staff assigned to this program, either in-house or through subcontracts, necessary to perform and carry out all of the functions, requirements, roles and duties as proposed.
- 3.2. All staff shall have appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold.
- 3.3. Staff providing direct prevention services shall obtain their certificate as a Certified Prevention Specialist (CPS) within one year of assuming the position.
- 3.4. If the staff member is unable to obtain their CPS within the year, a plan with a proposed timeline for completion is required within thirty (30) days after the end of the first year of employment.
- 3.5. The Contractor shall keep up to date records and documentation of all individuals requiring licenses and/or certifications. All such records will be available to the Department for inspection upon request.
- 3.6. The Contractor shall ensure all direct prevention staff receive appropriate training in their selected evidenced-informed services by an individual authorized by the program developer.

4. Delegation and Subcontractors

- 4.1. Identification and Approval
 - 4.1.1. The Contractor shall identify any and all subcontractors to be utilized in fulfillment of its contractual responsibilities.
 - 4.1.2. DHHS reserves the right to accept or reject the use of any subcontractor.

5. Performance Measures/Outcomes

- 5.1. As a result of participating in the programs and services funded by this contract participants shall, at a minimum, demonstrate;
 - 5.1.1. Increase in perception of harm/risk of the use of substances;



Exhibit A

- 5.1.2. Increase in perception of peer or parental/caregiver disapproval on the use of substances;
- 5.1.3. Increase in parental efficacy; and
- 5.1.4. Increase in parental communication and monitoring.

6. Deliverables/Reporting Requirements

6.1. Deliverables

- 6.1.1. The Contractor shall provide the Department with their outreach plan, as outlined in Section 2.2., within sixty (60) days of the approved contract.
- 6.1.2. The Contractor shall provide a copy of the evidenced based screening tool within thirty (30) days after its selection.
- 6.1.3. The Contractor shall provide the Department with the name and list of the evidenced informed programs and services it shall provide.
- 6.1.4. The Contractor shall provide the Department with its training and development plan for program staff and volunteers upon request by the Department.
- 6.1.1. The Contractor shall, within six (6) months of contract approval, secure the statewide locations for youth and parenting programs with a memorandum of agreement (MOA).
- 6.1.2. The Contractor shall participate in up to two (2) collaborative learning sessions to discuss preliminary evaluation findings and gain understanding on how to use and disseminate conclusive data findings as identified by the Department.

6.2. Reporting Requirements

- 6.2.1. The Contractor, as well as any subcontractor, shall, in addition to their own reporting and evaluation requirements, comply with the Department's requirements which includes:
 - 6.2.1.1. Adherence to the Department's requirements as defined in Section 6.0;
 - 6.2.1.2. Adherence to the evaluation design and administration as supplied by the Department, including individual participant evaluation and program evaluation;
 - 6.2.1.3. Ensure consent from program participants for evaluation in compliance with the Department's policies and protocols; and
 - 6.2.1.4. Ensure a seventy-five percent (75%) response rate from participants.
 - 6.2.1.5. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide periodic or special reports required by the Department.



Exhibit A

6.2.1.6. Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the Department conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

6.3. Site Visits/Inspections

- 6.3.1. The Contractor shall allow a team authorized by the Department to conduct bi-annual site reviews that shall include program staff, the Contractor or designee, the Bureau of Drug and Alcohol Services, and a representative of the Department's contracted entity to provide evaluation and/or training and technical assistance.
- 6.3.2. In order to assure systems are adequate to provide the contracted services, this site visit shall review, at a minimum, the Contractor's:
 - 6.3.2.1. Systems of governance,
 - 6.3.2.2. Administration,
 - 6.3.2.3. Data collection and submission,
Policies for ensuring participant confidentiality, and
 - 6.3.2.4. Financial management.
- 6.3.3. The Contractor shall make corrective actions as advised by the review team if contracted services are found to be not provided in accordance with this contract.
- 6.3.4. The Department may, as needed, inspect and evaluate the Contractor's books/ledgers to ensure that funds are separately maintained.
- 6.3.5. The Contractor shall provide documented proof that all staff conducting screening has been trained in the tool upon request by the Department.
- 6.3.6. The Contractor shall demonstrate, upon request by the Department, that programs funded by this contract maintain minimum written documentation and guidelines that include, but are not limited to:
 - 6.3.6.1. Written New Hampshire Teen Institute program recruitment and referral process;
 - 6.3.6.2. Evaluation participation agreement form;
 - 6.3.6.3. Confidential release of information form as necessary;
 - 6.3.6.4. New Hampshire Teen Institute intake or screening/information form;
 - 6.3.6.5. Documentation of contact with participants, parents or others involved with the New Hampshire Teen Institute via New Hampshire Prevention Web Information Technology System (P-WITS) reporting;
 - 6.3.6.6. Written list of community resources available to children and their families; and



Exhibit A

6.3.6.7. Documentation that programming is culturally and linguistically appropriate for participants and that equal access is provided to individuals facing behavioral health disparities.

6.4. Data Storage and Reporting

- 6.4.1. The Contractor shall develop a system to safely store and maintain survey data in compliance with the Department's policies and protocols.
- 6.4.2. The Contractor shall be required to enter the completed survey data into a database provided by the Department. Survey data will be provided to the Department's contracted entity to provide evaluation.
- 6.4.3. The Contractor shall input data on a monthly basis to an online database as required by the Department. The Department will provide training on the use of the database system. The data includes, but is not limited to:
 - 6.4.3.1. Number of individuals served;
 - 6.4.3.2. Demographics of individuals served;
 - 6.4.3.3. Types of strategies or interventions implemented; and
 - 6.4.3.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions
- 6.4.4. The Contractor shall ensure compliance with all data reporting requirements including, but not limited to;
 - 6.4.4.1. The ability to communicate and submit required reports via email.
 - 6.4.4.2. The ability to submit the following reports in formats approved and/or provided by the Department:
 - 6.4.4.2.1. Enter and complete monthly data reporting in the New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the previous month, e.g. July data will be entered fully by August 20th;
 - 6.4.4.2.2. Submit monthly expenditure reports for reimbursement of costs associated with contract activities by the 20th business day following the end of the previous month.
- 6.4.5. All data related exchanges, standards, policies, systems etc. may, at the sole discretion of the Department, be reviewed by the Department and/or the Department of Information Technology (DoIT) to assess conformance with Department and DoIT information security/privacy standards.
 - 6.4.5.1. The Contractor agrees to remedy, to the satisfaction of the Department and/or DoIT, any substantial non-conformance identified.



Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Funding for this contract is 100% Other Funds (Governor's Commission on Alcohol and other Drug Prevention, Treatment, and Recovery).
3. The Contractor shall provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. Payment for Services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices and any attendant reports by the 15th of each month.
 - 4.2. Expenses shall be reported for reimbursement by budget line item in accordance with Exhibit B-1 and Exhibit B-2 with invoice template supplied by the State.
 - 4.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
 - 4.4. Invoices and reports identified in Section 4 shall be submitted to:
Department of Health and Human Services
Bureau of Drug and Alcohol Services
105 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-2 Budget Form
7/1/17 - 6/30/18

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD.
Budget Program Name: NH Tech Inflation - Budget Request for Substance Misuse Prevention Direct Services (8877-2017-00AS-01-3-04)
Budget Period: FY 18 (7/01/17-06/30/18)

Line Item	Original Budget	Amended Budget	Current Budget	Committed Budget	Encumbered Budget	Available Budget	Unencumbered Budget	Unavailable Budget	Total Available Budget	Total Unavailable Budget	Total Budget
1. Total Expenditures	178,799.40	178,799.40	178,799.40	178,799.40	178,799.40	178,799.40	178,799.40	178,799.40	178,799.40	178,799.40	178,799.40
2. Personnel	134,474.00	134,474.00	134,474.00	134,474.00	134,474.00	134,474.00	134,474.00	134,474.00	134,474.00	134,474.00	134,474.00
3. Contractual Services	24,024.00	24,024.00	24,024.00	24,024.00	24,024.00	24,024.00	24,024.00	24,024.00	24,024.00	24,024.00	24,024.00
4. Materials and Supplies	17,250.00	17,250.00	17,250.00	17,250.00	17,250.00	17,250.00	17,250.00	17,250.00	17,250.00	17,250.00	17,250.00
5. Travel	15,042.01	15,042.01	15,042.01	15,042.01	15,042.01	15,042.01	15,042.01	15,042.01	15,042.01	15,042.01	15,042.01
6. Other	18,007.39	18,007.39	18,007.39	18,007.39	18,007.39	18,007.39	18,007.39	18,007.39	18,007.39	18,007.39	18,007.39
7. Depreciation	36,000.00	36,000.00	36,000.00	36,000.00	36,000.00	36,000.00	36,000.00	36,000.00	36,000.00	36,000.00	36,000.00
8. Capital Expenditures	11,201.64	11,201.64	11,201.64	11,201.64	11,201.64	11,201.64	11,201.64	11,201.64	11,201.64	11,201.64	11,201.64
9. Other	330.34	330.34	330.34	330.34	330.34	330.34	330.34	330.34	330.34	330.34	330.34
10. Total Available Budget	178,799.40	178,799.40	178,799.40	178,799.40	178,799.40	178,799.40	178,799.40	178,799.40	178,799.40	178,799.40	178,799.40
11. Total Unavailable Budget	11,112.63	11,112.63	11,112.63	11,112.63	11,112.63	11,112.63	11,112.63	11,112.63	11,112.63	11,112.63	11,112.63
12. Total Budget	189,912.03	189,912.03	189,912.03	189,912.03	189,912.03	189,912.03	189,912.03	189,912.03	189,912.03	189,912.03	189,912.03
13. Other (Specify each category)	11,112.63	11,112.63	11,112.63	11,112.63	11,112.63	11,112.63	11,112.63	11,112.63	11,112.63	11,112.63	11,112.63
14. Total Available Budget (13.14)	177,686.77	177,686.77	177,686.77	177,686.77	177,686.77	177,686.77	177,686.77	177,686.77	177,686.77	177,686.77	177,686.77
15. Total Unavailable Budget (13.14)	11,112.63	11,112.63	11,112.63	11,112.63	11,112.63	11,112.63	11,112.63	11,112.63	11,112.63	11,112.63	11,112.63
16. Total Budget (13.14)	188,799.40	188,799.40	188,799.40	188,799.40	188,799.40	188,799.40	188,799.40	188,799.40	188,799.40	188,799.40	188,799.40
TOTAL	189,912.03	189,912.03	189,912.03	189,912.03	189,912.03	189,912.03	189,912.03	189,912.03	189,912.03	189,912.03	189,912.03

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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;

New Hampshire Department of Health and Human Services
Exhibit C



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services
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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
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- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: NH Teen Institute

4/24/17
Date

M. Carlson
Name: Maissa E Carlson
Title: Executive Director

Contractor Initials MC
Date 4/24/17



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 318 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: NH Teen Institute

4/21/17
Date


Name: Marissa E. Carlson
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 Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

New Hampshire Department of Health and Human Services
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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: NH Teen Institute

4/21/17
Date


Name: Marissa E. Carlson
Title: Executive Director



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

MEC

Date

4/24/17

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: NH Tea Institute

Date 4/21/17

M. E. Golen
Name: Marysa E. Golen
Title: 4/21/17

Exhibit G

Contractor Initials MEG

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: NH Teen Institute

9/21/17
Date

M. E. Carter
Name: Margie E. Carter
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party; Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and Indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Exhibit I



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

_____	<u>KH Teen Institute</u>
The State	Name of the Contractor
<u>Katja S Fox</u>	<u>[Signature]</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>Katja S Fox</u>	<u>Marissa E. Carlson</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Director</u>	<u>Executive Director</u>
Title of Authorized Representative	Title of Authorized Representative
<u>5/2/17</u>	<u>4/21/17</u>
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: NH Teen Institute

4/21/17
Date

Mansel E. Carter
Name: Mansel E. Carter
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 964835446
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: _____



**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #3**

This 3rd Amendment to the Substance Misuse Prevention Direct Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Upper Room, A Family Resource Center ("the Contractor"), a nonprofit with a place of business at 36 Tsienneto Road, Derry, NH 03038.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Late Item #B), as amended on June 20, 2018, (Item #37), as amended June 24, 2020, (Item #35), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$475,291
3. Add Exhibit A, Scope Of Services, Subsection 1.9, to read:
1.9. The Contractor shall participate in monthly compliance meetings with the Department.
4. Add Exhibit A, Scope Of Services, Subsection 1.10, to read:
1.10. The Department shall annually perform file reviews of the Contractor operations to ensure compliance with applicable federal and state laws.
5. Add Exhibit A, Scope Of Services, Subsection 1.11, to read:
1.11. The Department shall provide quarterly training and technical assistance to the Contractor.
6. Modify Exhibit B, Method and Conditions Precedent To Payment, Section 4, Paragraph 4.1., to read:
4.1. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
 - 4.1.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 4.1.2. Ensure the invoice identifies and requests reimbursement for authorized expenses incurred in the previous month.
 - 4.1.3. Provide supporting documentation of authorized expenses that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.1.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.



**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services**

7. Add Exhibit B, Method and Conditions Precedent To Payment, Section 9, to read:
 9. For the purposes of this Agreement:
 - 9.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
8. Add Exhibit B-5 Budget – Amendment #3, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services**

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021, subject to Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/10/2021

Date

DocuSigned by:
Katja Fox
ED9D05B04C63442
Name: Katja Fox
Title: Director

The Upper Room, A Family Resource Center

6/10/2021

Date

DocuSigned by:
Brenda Guggisberg
878F7026EE284DE
Name: Brenda Guggisberg
Title: Executive Director



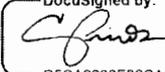
**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/10/2021

Date

DocuSigned by:


Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-5 - Amendment #3

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Instructions: Fill out the Direct/Indirect columns only for Contractor Share (if applicable) and Funded by DHHS. Everything else will automatically populate.

Contractor Name: The Upper Room, A Family Resource Center

Budget Request for: Substance Misuse Prevention Direct Services

Budget Period: SFY 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 63,104.00	\$ -	\$ 63,104.00	\$ -	\$ -	\$ -	\$ 63,104.00	\$ -	\$ 63,104.00
2. Employee Benefits	\$ 10,588.00	\$ -	\$ 10,588.00	\$ -	\$ -	\$ -	\$ 10,588.00	\$ -	\$ 10,588.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 4,445.00	\$ -	\$ 4,445.00	\$ -	\$ -	\$ -	\$ 4,445.00	\$ -	\$ 4,445.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,275.00	\$ -	\$ 1,275.00	\$ -	\$ -	\$ -	\$ 1,275.00	\$ -	\$ 1,275.00
6. Travel	\$ 401.00	\$ -	\$ 401.00	\$ -	\$ -	\$ -	\$ 401.00	\$ -	\$ 401.00
7. Occupancy	\$ 2,100.00	\$ -	\$ 2,100.00	\$ -	\$ -	\$ -	\$ 2,100.00	\$ -	\$ 2,100.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 696.00	\$ -	\$ 696.00	\$ -	\$ -	\$ -	\$ 696.00	\$ -	\$ 696.00
Postage	\$ 125.00	\$ -	\$ 125.00	\$ -	\$ -	\$ -	\$ 125.00	\$ -	\$ 125.00
Subscriptions	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ 400.00
Audit and Legal	\$ 1,125.00	\$ -	\$ 1,125.00	\$ -	\$ -	\$ -	\$ 1,125.00	\$ -	\$ 1,125.00
Insurance	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ -	\$ -	\$ 275.00	\$ -	\$ 275.00
11. Staff Education and Training	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -	\$ -	\$ 375.00	\$ -	\$ 375.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 87,109.00	\$ -	\$ 87,109.00	\$ -	\$ -	\$ -	\$ 87,109.00	\$ -	\$ 87,109.00

Indirect As A Percent of Direct

0.0%

State of New Hampshire

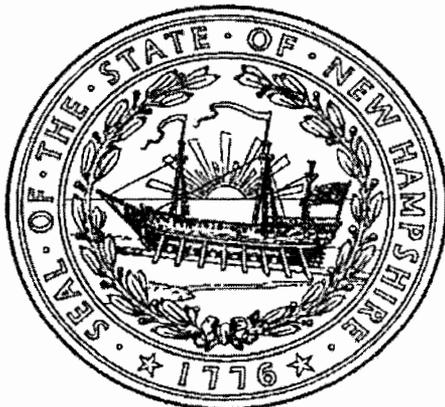
Department of State

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 registered to transact business in New Hampshire on July 30, 1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **81048**

Certificate Number: **0005379131**



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 June A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Mathew Solso, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Upper Room, a Family Resource Center.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 25, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Charlene Puzzo(President), Mathew Solso (President Elect), Tyler Hall (Treasurer) or Robbie St. Amand (Secretary) (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Upper Room to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 5/27/2021



Signature of Elected Officer
Name: Mathew Solso
Title: President Elect



The Upper Room Family Resource Center
36 Tsienneto Road Derry, New Hampshire 03038
(603) 437-8477 www.urteachers.org

BOARD OF DIRECTORS

Tyler Hall, Treasurer

The Upper Room Board of Directors voted unanimously to give Brenda Guggisberg, the duly appointed Executive Director the authority to conduct all business of The Upper Room effective August 2016.

Tyler Hall

6/14/2021

Tyler Hall,
Treasurer

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Janice Jobin PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: Manch.certs@crossagency.com INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Ins Co NAIC # 18058 INSURER B : NorGuard Ins Co 31470 INSURER C : INSURER D : INSURER E : INSURER F :
INSURED The Upper Room a Family Resource Center 36 Tsienneto Road P.O. Box 1017 Derry NH 03038	

COVERAGES **CERTIFICATE NUMBER:** 20-21 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			PHPK2126778	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Sexual/Physical Abuse \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2126778	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB720283	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	UPWC128060 (3a.) NH	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK2126778	07/01/2020	07/01/2021	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of New Hampshire Department of Health and Human Services
 129 Pleasant Street

 Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 AAI, CRIS



Mission Statement of The Upper Room, a Family Resource Center
36 Tsienneto Road
Derry, NH 03038
Founded:1986

The Upper Room, serves our community by executing it's mission of:

"Strengthening individuals and families by providing them with the education, services and resources needed to lead healthy self-sufficient lives".

36 Tsienneto Road
PO Box 1017
Derry, New Hampshire 03038-1017

603-437-8477
Fax: 603-425-6256

www.rrcubers.org

THE UPPER ROOM, A FAMILY RESOURCE CENTER

Audited Financial Statements

***For The Fiscal Years Ended
June 30, 2020 and 2019***

THE UPPER ROOM, A FAMILY RESOURCE CENTER

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
The Upper Room, A Family Resource Center
Derry, New Hampshire

We have audited the accompanying financial statements of The Upper Room, A Family Resource Center (a nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of activities and changes in net assets, 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, 2020 and 2019, 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

Penchansky & Co PLLC

Penchansky & Co., PLLC
Certified Public Accountants
Manchester, New Hampshire

October 15, 2020

THE UPPER ROOM, A FAMILY RESOURCE CENTER**Statements of Financial Position**

As of June 30,

	<u>Assets</u>		2020	2019
	Without Donor <u>Restrictions</u>	With Donor <u>Restrictions</u>	<u>Totals</u>	<u>Totals</u>
<u>Current Assets:</u>				
Cash and Equivalents	\$ 1,001,952	\$ 63,000	\$ 1,064,952	\$ 740,099
Accounts Receivable	106,273	0	106,273	86,350
Prepaid Expenses	6,668	0	6,668	2,193
Total Current Assets	<u>1,114,893</u>	<u>63,000</u>	<u>1,177,893</u>	<u>828,642</u>
<u>Fixed Assets:</u>				
Leasehold Improvements	80,755	0	80,755	53,371
Equipment and Furniture	71,773	0	71,773	54,542
Less: Accumulated Depreciation	<u>(70,515)</u>	<u>0</u>	<u>(70,515)</u>	<u>(58,240)</u>
Net Fixed Assets	<u>82,013</u>	<u>0</u>	<u>82,013</u>	<u>49,673</u>
Total Assets	<u>\$ 1,196,906</u>	<u>\$ 63,000</u>	<u>\$ 1,259,906</u>	<u>\$ 878,315</u>

*-Continued on Next Page-**See Notes and Independent Auditor's Report*

THE UPPER ROOM, A FAMILY RESOURCE CENTER**Statements of Financial Position****As of June 30,****Liabilities and Net Assets**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2020 Totals</u>	<u>2019 Totals</u>
<u>Current Liabilities:</u>				
Accounts Payable	\$ 19,608	\$ 0	\$ 19,608	\$ 19,348
Other Current Liabilities	3,533	0	3,533	2,870
Accrued Payroll and Taxes	36,387	0	36,387	23,879
Note Payable Current - PPP	<u>112,100</u>	<u>0</u>	<u>112,100</u>	<u>0</u>
Total Liabilities	<u>171,628</u>	<u>0</u>	<u>171,628</u>	<u>46,097</u>
<u>Net Assets:</u>				
Total Net Assets	<u>1,025,278</u>	<u>63,000</u>	<u>1,088,278</u>	<u>832,218</u>
Total Liabilities and Net Assets	<u>\$ 1,196,906</u>	<u>\$ 63,000</u>	<u>\$ 1,259,906</u>	<u>\$ 878,315</u>

See Notes and Independent Auditor's Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER**Statements of Activities and Changes in Net Assets****For The Years Ended June 30,**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2020 Totals</u>	<u>2019 Totals</u>
<u>Revenue and Support:</u>				
Grants and Contracts	\$ 710,774	\$ 63,000	\$ 773,774	\$ 738,137
Contributions	81,206	0	81,206	30,323
Program Revenue	15,968	0	15,968	30,077
Fundraising - Gaming, Net	41,467	0	41,467	90,204
Fundraising - Auction and Other	142,501	0	142,501	130,385
Rental Income	2,640	0	2,640	1,990
Interest	4,634	0	4,634	2,888
In Kind Contributions	138,874	0	138,874	182,864
Net Assets Released from Restrictions:				
Satisfaction of Donor Stipulations	82,744	(82,744)	0	0
Total Revenue and Support	<u>1,220,808</u>	<u>(19,744)</u>	<u>1,201,064</u>	<u>1,206,868</u>
<u>Expenses:</u>				
Program Services	770,688	0	770,688	804,267
General and Administrative	110,799	0	110,799	100,565
Fundraising	63,517	0	63,517	43,017
Total Expenses	<u>945,004</u>	<u>0</u>	<u>945,004</u>	<u>947,849</u>
Changes in in Net Assets	275,804	(19,744)	256,060	259,019
Net Assets - Beginning of Period	<u>749,474</u>	<u>82,744</u>	<u>832,218</u>	<u>573,199</u>
Net Assets - End of Period	<u>\$ 1,025,278</u>	<u>\$ 63,000</u>	<u>\$ 1,088,278</u>	<u>\$ 832,218</u>

See Notes and Independent Auditor's Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Statements of Functional Expenses
For The Years Ended June 30,

	<u>Program</u> <u>Services</u>	<u>Management</u> <u>and General</u>	<u>Fund</u> <u>Raising</u>	<u>2020</u> <u>Totals</u>	<u>2019</u> <u>Totals</u>
<u>Expenses:</u>					
Salaries and Wages	\$ 444,254	\$ 87,620	\$ 22,296	\$554,170	\$538,565
Payroll Taxes	33,761	6,785	1,727	42,273	40,413
Employee Benefits	16,913	1,432	357	18,702	12,936
Supplies	21,599	3,550	803	25,952	16,993
Repair and Maintenance	26,317	1,258	854	28,429	17,790
Office	8,573	7,351	1,330	17,254	19,655
Utilities	29,481	262	81	29,824	28,953
Professional Fees	19,773	1,457	2,565	23,795	32,276
Insurance	8,479	222	90	8,791	11,640
Postage and Printing	1,097	427	504	2,028	3,417
Travel and Conferences	8,360	312	0	8,672	9,219
Merchant Account Fees	1,055	0	0	1,055	865
Depreciation	12,152	123	0	12,275	11,243
Auction Expenses	0	0	32,910	32,910	21,020
In Kind Expense - Occupancy	64,800	0	0	64,800	64,800
In Kind Expense - Program and Supplies	74,074	0	0	74,074	118,064
Total Expenses	<u>\$ 770,688</u>	<u>\$ 110,799</u>	<u>\$ 63,517</u>	<u>\$945,004</u>	<u>\$947,849</u>

See Notes and Independent Auditor's Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER

**Statements of Cash Flows
For The Years Ended June 30,**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2020 Totals</u>	<u>2019 Totals</u>
<u>Cash Flows from Operating Activities:</u>				
Changes in Net Assets	\$ 275,804	\$ (19,744)	\$ 256,060	\$ 259,019
<u>Adjustments to reconcile changes in net assets to net cash provided (used) by operating activities:</u>				
Depreciation	12,275	0	12,275	11,243
(Increase) Decrease in Accounts Receivable	(19,923)	0	(19,923)	(20,565)
(Increase) Decrease in Prepaid Expenses	(4,475)	0	(4,475)	6,594
Increase (Decrease) in Accounts Payable	260	0	260	12,214
Increase (Decrease) in Accrued Payroll and Taxes	12,508	0	12,508	(2,761)
Increase (Decrease) in Other Current Liabilities	663	0	663	(2,018)
Total Adjustments	<u>1,308</u>	<u>0</u>	<u>1,308</u>	<u>4,707</u>
Net Cash Flows Provided (Used) by Operating Activities	<u>277,112</u>	<u>(19,744)</u>	<u>257,368</u>	<u>263,726</u>
<u>Cash Flows from Investing Activities:</u>				
Acquisitions of Fixed Assets	<u>(44,615)</u>	<u>0</u>	<u>(44,615)</u>	<u>(5,803)</u>
Net Cash Flows Provided (Used) by Investing Activities	<u>(44,615)</u>	<u>0</u>	<u>(44,615)</u>	<u>(5,803)</u>
<u>Cash Flows from Financing Activities:</u>				
Proceeds form Notes Payable PPP	<u>112,100</u>	<u>0</u>	<u>112,100</u>	<u>0</u>
Net Cash Flows Provided (Used) by Financing Activities	<u>\$ 112,100</u>	<u>\$ 0</u>	<u>\$ 112,100</u>	<u>\$ 0</u>

See Notes and Independent Auditors Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER**Statements of Cash Flows
For The Years Ended June 30,**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2020 Totals</u>	<u>2019 Totals</u>
Net Increase (Decrease) in Cash and Equivalents	\$ 344,597	\$ (19,744)	\$ 324,853	\$ 257,923
Cash and Equivalents - Beginning of Period	<u>657,355</u>	<u>82,744</u>	<u>740,099</u>	<u>482,176</u>
Cash and Equivalents - End of Period	<u>\$ 1,001,952</u>	<u>\$ 63,000</u>	<u>\$1,064,952</u>	<u>\$ 740,099</u>
 <u>Cash Paid During the Period for:</u>				
Interest	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Income Taxes	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
 <u>Non Cash Transactions During the Period:</u>				
In Kind Contributions	<u>\$ 138.874</u>	<u>\$ 0</u>	<u>\$ 138.874</u>	<u>\$ 182.864</u>

See Notes and Independent Auditors Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2020 and 2019

Organization and Purpose:

The Upper Room, A Family Resource Center (the Organization) is a tax exempt organization located in Derry, New Hampshire. The organization's mission is the strengthen individuals and families by providing education, services and resources to enable healthy and self sufficient lives.

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. *Teen Information for Parenting Success* (TIPS), a support program for young parents;
3. *HiSet*, collaboration with Pinkerton Academy, the state's largest high school, for youth 16 – 21 getting ready to take the HISET test in order to achieve a high school equivalency diploma;
4. *Greater Derry Juvenile Diversion* (DGJD), an alternative to court for first time juvenile offenders;
5. *Adolescent Wellness Program* (AWP), a comprehensive program promoting adolescent wellness through educational programs (Challenge Course, Take Control), parent support and access to services;
6. *Family Wellness* – Parenting classes and support groups for parents;
7. *Parent and Caregiver Resource Line*;
8. *Young Adult Strategies* (YAS) – Services for young adults 18-25 with substance misuse and mental health needs

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.

-Continued on Next Page-

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2020 and 2019

NOTE 1 – Summary of Significant Accounting Principles:

Method of Accounting

The Organization's policy is to prepare its financial statements on the accrual basis of accounting. The accrual basis recognizes income when earned and expenses when they occur.

Basis of Presentation

The Organization presents information regarding its financial position and activities according to Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. The amendments in this ASU make improvements to the information provided in the financial statements and notes for not-for-profit entities. In accordance with the update, the Organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net Assets without Donor Restrictions – These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program related services, raising contributions, and performing administrative functions.

Net Assets with Donor Restrictions – These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished, the net assets are restricted.

New Accounting Pronouncements

Topic 606

The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The core principle of ASU 2014-09 is to recognize revenue when the promised goods or services due are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. FASB issued a limited deferral of the effective date to implement the ASU for one year, for years beginning after December 31, 2019. Management will be evaluating the potential impact the pronouncement will have on the financial statements, if any.

-Continued on Next Page-

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2020 and 2019

NOTE 1 - Summary of Significant Accounting Principles - Continued:

New Accounting Pronouncements – continued:

Topic 842

The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, *Leases, (Topic 842)*. This new standard amends a number of aspects of lease accounting, including requiring lessees to recognize operating leases with a term greater than one year on their balance sheet as a right-of-use asset and a corresponding lease liability. This standard is effective for the company for the year beginning after December 31, 2019. Management will be evaluating the potential impact the pronouncement will have on the financial statements, if any.

Use of Estimates in the Preparation of Financial Statements

Management used 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 vary from the estimates that were used.

Cash and Equivalents

For purposes of the statements of cash flows, the Organization considers all highly liquid deposits with maturity of three months or less to be cash and/or cash equivalents. At June 30, 2020 and 2019 the Organization had no cash equivalents

Accounts Receivable

Accounts receivable are reported net of an allowance for doubtful accounts. The allowance is based on management's estimate of the amount of receivables that will actually be collected. Management asserts that all receivables at June 30, 2020 and 2019 were collectible and therefore has not established an allowance for doubtful accounts.

Promises to Give

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions are reported according to donor restrictions. The organization uses the allowance method to determine uncollectible promises to give. The allowance is based on prior years' experience and managements' analysis of specific promises made.

-Continued on Next Page-

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2020 and 2019

NOTE 1 - Summary of Significant Accounting Principles - Continued:

Income Taxes

The Organization has been determined to be a tax exempt organization under Section 501(c) (3) of the Internal Revenue Code. Form 990, Return of Organization Exempt from Income Tax, which is an information return, is filed annually.

The Organization has evaluated its tax positions for all open tax years. Management believes all tax positions taken would be upheld under examination. No provision for the effects of uncertain tax positions have been recorded for the years ended June 30, 2020 and 2019. The Organizations informational returns remain open to examination by taxing authorities for a period of three years.

Fixed Assets

Fixed assets are recorded at cost at the time of acquisition, or at fair market value if donated. The Organization capitalizes fixed assets in excess of \$1,000. Depreciation is calculated by the straight line method over their estimated useful lives. Repairs and maintenance are charged to operations as incurred whereas major improvements are capitalized. The estimated useful lives of the assets are as follows:

<u>Description of Asset</u>	<u>Method</u>	<u>Estimated Life</u>
Equipment and Furniture	Straight-Line	5 - 7 years
Leasehold Improvements	Straight-Line	7-20 years

Advertising

The Organization uses advertising to promote its programs among the people of the community. The cost of advertising its programs and fundraising activities are expensed at the time the advertising takes place.

Accrued Compensated Absences

Employees of the Organization are entitled to paid vacations, holiday, sick, and personal days off, based on job classification, length of service, and other factors. The Organizations policy is to accrue all vacation time as earned, but to recognize the cost of sick and personal days compensated absences when actually paid to employees. Compensated absences for employees accrued at June 30, 2020 and 2019 totaled \$21,555 and \$14,900, respectively.

-Continued on next page-

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2020 and 2019

NOTE 1 - Summary of Significant Accounting Principles - Continued:

Functional Expenses

The expenses the Organization incurs while providing its programs are allocated on a functional basis based on an estimate of personnel time.

Donated Materials and Services

The Organization records the value of donated material and services when there is an objective basis to measure their value. Donated material and services for programs are recorded as in-kind donations in the financial statements at their estimated fair value on the date of receipt. Donated items for the annual auction are calculated at their fair value and reported in net proceeds from fundraising. The Organization also recognizes an estimate of contributed occupancy expenses since the program and office facility is leased for the Town of Derry at a rate of \$1 per year. Volunteers have donated a total of 1,845 hours in assisting the Organization with its fundraising, special projects and program services. These contributed services are critical to the success of the organization's mission, but do not meet the criteria for recognition in the financial statements.

NOTE 2 – Concentrations:

The Organization received 13.6% and 19% of its support from one source for the years ending June 30, 2020 and 2019, respectively. Management does not believe that this relationship will be terminated.

NOTE 3 – Retirement Plan Expenses

The Organization sponsors a 403(b) pension plan for its employees. Under the 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. The Organization offers a Retirement Incentive Option to those employees who contribute a minimum of 3% or more of their annual pay into the Organization's 403(b) plan. After each year of contributing at least the minimum 3%, the Organization will deposit \$250 into the employee's retirement plan account for full time employees and \$125 for regular part time employees. Contributions made to the plan by the Organization for the years ended June 30, 2020 and 2019 were \$750 and \$750, respectively.

-Continued on next page-

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2020 and 2019

NOTE 4 – Fundraising - Gaming:

Fundraising revenue is from regularly scheduled bingo and poker games, is reported net of fundraising expenses as follows at June 30,

<u>2020</u>	<u>Bingo/ Lucky Seven</u>	<u>Poker</u>	<u>Total</u>
Revenue – Gaming	\$ 310,515	\$ 0	\$ 310,515
Expenses – Gaming	<u>(268,750)</u>	<u>(298)</u>	<u>(269,048)</u>
Net Income – Gaming	\$ <u>41,765</u>	\$ <u>(298)</u>	\$ <u>41,467</u>

<u>2019</u>	<u>Bingo/ Lucky Seven</u>	<u>Poker</u>	<u>Total</u>
Revenue – Gaming	\$ 336,753	\$ 37,325	\$ 374,078
Expenses – Gaming	<u>(276,933)</u>	<u>(5,250)</u>	<u>(282,183)</u>
Net Income – Gaming	\$ <u>59,820</u>	\$ <u>32,075</u>	\$ <u>91,895</u>

NOTE 5 – Net Assets:

Net without donor restrictions include net assets whose use is not restricted by donors.

Net assets with restrictions include net assets whose use is restricted by the donor with specific time or purpose limitations. The Organization's policy is to report donor restricted contributions whose restrictions are met in the same reporting period as unrestricted support, as there is no effect to reported restricted net assets.

Net assets restricted by time or purpose at June 30, are:

	<u>2020</u>	<u>2019</u>
Teen Information for		
Parenting Success	\$ 28,000	\$ 11,000
Adolescent Wellness	20,000	24,500
Juvenile Diversion	0	4,500
General and Administrative	0	15,000
Equipment Purchase	0	27,744
Family Wellness - GDFO	<u>15,000</u>	<u>0</u>
Total assets restricted by time or purpose	\$ <u>63,000</u>	\$ <u>82,744</u>

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2020 and 2019

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 each January 1. The term of the lease is for twenty years through December 31, 2030. All utilities, repairs, maintenance and improvements are the responsibility of the Organization. The Organization has prepaid the total of \$20 due under the terms of the lease.

NOTE 7 – Concentrations of Credit Risk:

The Organization maintains accounts with various commercial banks. Cash in these accounts may at times exceed the amounts insured by the Federal Deposit Insurance Corporation. Management does not consider these funds to be at significant risk.

NOTE 8 – Liquidity

The Organizations financial assets available within one year of the balance sheet date for general expenditures are as follows:

Cash and Equivalents	\$	1,001,952
Accounts Receivable		106,273
 Total	 \$	 <u>1,108,225</u>

The Organization has \$1,171,225 of financial assets available within one year of the balance sheet date to meet cash needs for general expenditures. None of these financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditures within one year of the balance sheet date. The association has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

NOTE 9 – Note Payable:

On April 21, 2020, the Organization received loan proceeds in the amount of \$112,100 under the Paycheck Protection Program (“PPP”). The PPP, established as part of the Corona virus Aid, Relief and Economic Security Act (“CARES Act”), provides for loans to qualifying organizations for amounts up to 2.5 times of the average monthly payroll expenses of the business. The loans and accrued interest are forgivable after 24 weeks as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of loan forgiveness will be reduced if the borrower terminated employees or reduces salaries during the eight-week period.

-Continued on next page-

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2020 and 2019

NOTE 9 – Note Payable – continued:

The unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with deferral of payments for the first six months. While the Organization currently believes that its use of the loan proceeds will meet the conditions for forgiveness, it cannot be assured the Organization will not take actions that could cause the Organization to be ineligible for forgiveness of the loan, in whole or in part.

NOTE 10 – Subsequent Events

Subsequent events have been evaluated thru October 8, 2019, which is the date the financial statements were available to be released. Management has determined that there were no material events that would require disclosure in the Organizations financial statements through this date.

The Coronavirus pandemic developed rapidly in 2020 that caused unforeseen circumstances. Measures taken by the government to contain the virus has affected economic activity. The Organization has taken a number of measures to monitor and mitigate the effects of Coronavirus, such as safety and health measure for employees and members, such as social distancing and working from home.

**The UPPER ROOM, a Family Resource Center
BOARD OF DIRECTORS**

36 Tsienneto Road, Derry, NH 03038; (603) 437-8477 Updated: 4/1/2021

The full board meets the 3rd Wednesday of every month at 6:30 PM. The Executive Committee meets the 1st Wednesday of the month at 6:30 PM. The Finance Committee meets quarterly with monthly reviews.

Brenda Guggisberg, Executive Director

Charlene Puzzo, President

Mat Solso, President Elect

Tyler Hall, Treasurer

Robert St. Amand, Secretary

Jeremy Lane

Jacob D Wiesmann

Emily Whalen, Past President

Gale Stanley

Alexis Brophy

Robyn White

Elizabeth Bergeron

Elizabeth Graziano

Education:

- Master of Education
University of New Hampshire, 1997
- Bachelor of Science in Speech and Language Pathology
University of New Hampshire, 1992

Certifications/Trainings:

- Yoga and Mindfulness Certification
- Executive Function Coaching Certification
- SASSI Administration and Clinical Interpretation
- RENEW Facilitator Training- Transition Supports for Youth with Emotional and Behavioral Challenges-UNH School of Social Work
- CPI-Crisis Prevention Training- Pinkerton Academy

Experience:

Greater Derry Juvenile Diversion Program Coordinator- May 2021-Present

Coordinate the Juvenile Diversion Program to assist youth in engaging in restorative justice strategies in an effort to reduce the risk of long term legal challenges, and to improve the skills in making future decisions.

Take Control Facilitator-Upper Room, Derry NH 2021-Present

Assist lead facilitator if additional staff is needed. Work with lead facilitator to present education and counseling around understanding and managing anger. Develop relevant mindfulness strategies and introduce these interventions to the participants.

Challenge Facilitator- Upper Room, Derry, NH 2018-Present

Conduct intake interviews to obtain client histories and administer the SASSI to adolescents who have been referred to the Challenge program as a result of their involvement with drugs and alcohol. Facilitate the Challenge Course with a group of adolescents that targets education, problem solving and mindfulness as a means to decrease alcohol and drug use. Write

comprehensive reports depicting the results of the SASSI and impressions after the completion of the Challenge Course.

Special Education Program Coordinator – Pinkerton Academy 2015-June 2021

Develops comprehensive programming and instruction for students impacted by learning and emotional disabilities. Serves as PA representative at all special education meetings. Facilitates the development and implementation of remedial instruction and data collection. Coordinates testing for the special education department consisting of 550 identified students. Acts as program administrator for all technology based remedial programs (i.e. iReady). Develops and conducts pertinent training and department meetings. Supervises and evaluates staff.

Coordinator of Student Services/Special Education Teacher-Merrimack High School- 2012-2015

Served as department head for a special education staff consisting of 60 special education teachers and paraprofessionals. Served as LEA in all special education meetings including progress, IEP, and eligibility, evaluated paraprofessionals and special education teachers, developed and maintained a budget, coordinated ESY services, created staff schedules and participated in the building level leadership team.

Out of District Coordinator/ Court Liaison/Transition Coordinator- Raymond School District- 2005-2012

Determined the most appropriate out of district program for students in need of an alternative educational placement. Managed all aspects of their individual education programs, evaluations, transportation and ESY services. Served as court liaison and coordinated services with the juvenile justice system, mental health agencies and child and family services.

Special Education Teacher- 1997-2003

Served as a case manager and special education teacher for students with a myriad of identifications. Created and implemented programming in the resource room to target remedial skills and goal setting. Developed behavioral plans and alternative curriculum for students with emotional disabilities. Worked with counseling staff in order to implement a social skills program into the resource room. Conducted academic evaluations to determine present levels and develop instruction. Facilitated all special education meetings and completed all relevant documents according to the special education law.

Kelsey L. Myers

EDUCATION

Southern New Hampshire University	Manchester, NH
<i>Bachelor of Science, Justice Studies</i> Minor in Business	December 2016
GPA 3.8, President's List Nu Iota Honor Society SNHU Justice Studies Association Transfer Admissions Student Worker	
New Hampshire Technical Institute	Concord, NH
<i>Associate in Science, Criminal Justice</i>	May 2015
GPA 3.93, Dean's List Phi Theta Kappa Honor Society Criminal Justice Club Certified Victim Witness Advocate	

RELATED EXPERIENCE

<i>AWP Program Coordinator, The Upper Room, Derry NH</i>	Current
Adolescent Wellness Program Coordinator, The Upper Room	May 2021-present
<ul style="list-style-type: none">• Provide oversight and coordination of adolescent services to youth.• Oversee programs, facilitators and functions of the program.	
<i>Volunteer, The Upper Room, Derry, NH</i>	May 2015-Present
<ul style="list-style-type: none">• Serve as an integral member of a team supporting participants in The Greater Derry Juvenile Diversion Program dedicated to empowering youth to make responsible decisions while offering an alternative to court intervention• Communicate with youth and ask questions to develop an appropriate contract and determine participation in activities such as restitution, community service, and referrals to alternative programs• Ensure participants complete assigned activities and organize documentation to close case files	
<i>Educational Youth Mentor</i>	Aug 2017-July 2018
<ul style="list-style-type: none">• Provided support to students 16-21 to prepare them for HiSET tests; created and presented lessons on all subject matters; helped students to explore potential colleges; assisted with resume and cover letter writing and general job preparedness• Facilitated community service program for youth ages 12-17; communicated with diverse members of the community to organize and facilitate the completion of projects; explained community interactions and life lessons to support youth	
<i>Youth Specialist, NH-JAG, Manchester, NH (Closed)</i>	April 2017-June 2017
<ul style="list-style-type: none">• Provided support to students 16-24 through one-on-one guidance and counseling, mentoring and assistance with life skills; assisted with test preparation, identifying training programs and jobs, and enrolling in college• Organized materials and entered student information into the database to ensure accuracy and create a structured environment; served as a liaison to schedule appointments with organizations and students• Offered continued follow-up services to students to ensure long-term success and program completion	
<i>Intern, Sununu Youth Services Center (SYSC), Manchester, NH</i>	May 2016-Aug 2016
<ul style="list-style-type: none">• Interacted with and observed youth ages 13-17, worked closely with youth counselors, unit managers, treatment coordinators, a Bureau Chief, JPPO's, and parents to gain an in-depth understanding of the Center's operations• Attended treatment plan meetings, transcribed notes, and typed updated reports; updated notes in SYSC system database; observed intake information and exits, completed exit guidelines; learned wandering process and weekly grading procedure• Gathered material for support groups and attended parent's support group; attended parole board hearings and court proceedings	
<i>Intern, Webster House, Manchester, NH</i>	June 2014-July 2014
<ul style="list-style-type: none">• Interacted one-on-one with youth ages 11-17 to gather information and complete intake interviews, exit paperwork, and social/psycho evaluations; processed paperwork in order to organize records and confirm accurate documentation• Supervised and monitored activities to provide structure to residents within a safe and caring environment	

ADDITIONAL EXPERIENCE

<i>Legal Assistant, Sheehan Phinney Bass & Green PA, Manchester, NH</i>	Oct 2018-Present
<i>Admissions / Office Assistant (Temporary), Granite State Trade School, Raymond, NH</i>	June 2018-Oct 2018
<i>Office Assistant/Assembler, Hamilton Precision, LLC, Laconia, NH</i>	Nov 2016-April 2017
<i>Lead Sales Clerk, Shooters Outpost, Hooksett, NH</i>	Dec 2012-Nov 2016

SKILLS AND INTERESTS

- **Skills:** Worldox, QuickBooks, Microsoft Word, PowerPoint and Excel; moderate Spanish
- **Interests:** Helping others, planning events, snowboarding, kayaking, four wheeling, hiking, spending time with family

Susan Buck

Professional Summary

Accomplished, innovative professional educator and school counselor with a genuine interest in students' cognitive and social growth. Actively involved in all areas of education including, professional communities, student career preparation, and exploring technology. A self-driven leader with excellent communication and interpersonal skills who enjoys effectively collaborating with all levels of staff members, and fosters quality relationships with students and parents.

Core Strengths

- Promote student success, provide preventative services and respond to identified student needs.
- Consult and collaborate effectively with parents/guardians, teachers and administrators regarding students with identified concerns and needs.
- Design classroom lessons that address academic, career, and personal/social development for all students.
- Establish and maintain cooperative relationships with parents to assist with the educational, personal, social adjustments of their children.
- Prepare and formulate master schedule and class schedules for all middle level students.
- Coordinate administration of standardized and state tests.
- Proficient user of PowerSchool - student information system.

Experience

Director of School Counseling, Chester Academy Chester, NH 2005-Present

- Oversee the School Counselor Department for grades K through 8.
- Designed and manage the transition program to prepare all eighth grade students for enrollment at Pinkerton Academy.
- Participate in quarterly middle school counselor meetings at Pinkerton Academy.
- Prepare budget for school counseling department.
- Manage all aspects of the McKinney-Vento Act. As homeless liaison: advise staff about school enrollment policies, assist incoming students/families access information.
- Manage Section 504 plans for all students.
- Mentoring Wellness teacher during first year to provide insight on students and school policies.
- Mentored music teacher during first year to ensure understanding of staff policies and procedures
- Chaired Professional Development Committee to manage and update master plan, as well as create staff development opportunities during school year
- Mentored Hampstead school counselor for "Pinkerton sending school activities" to assist with orientation.

Adolescent Wellness Program facilitator, The Upper Room Derry, NH 2017-Present

- Co-facilitate The Challenge Course; a psycho-educational course providing adolescents with information about substance misuse.
- Trained to co-facilitate the Take Control Program, a workshop designed to help adolescents respond better to conflict and develop an awareness of the effect of anger on their lives.

School Counselor, Hampstead Central School Hampstead, NH 1996-2005

- Instructed students in weekly classroom affective education using various curricula
- Managed Section 504 referrals, meetings and placement plans.
- Counseled students in individual and small group settings.

Education and Training

Responsive Classroom, Trained – student-centered approach to teaching & discipline.
Jesse Lewis Choose Love Enrichment Program - SEL curriculum.
Signs of Suicide (SOS), Implementer Training – suicide prevention program
Antioch University – New England, Certificate in Clinical Mental Health Counseling
SASSI Training (Substance Abuse Subtle Screening Inventory)
SBIRT (Screening, Brief Intervention & Referral to Treatment)
Rivier University, Certificate in Administration – Principal
Rivier University, M.Ed. in Counselor Education (G.P.A. 3.72)
University of Massachusetts – Amherst, B.A. in Communication Studies
University of New Hampshire, Certificate Program – Coaching Children and Teens

Certifications

New Hampshire Principal Certification
School Counselor Certification K-12
HQT Certified

School & Community Relations

Professional Development Committee: facilitated professional experiences for faculty to support excellence throughout the school.

Technology Committee: developed policies related to use of technology in school, remodeled the master technology plan, explored 21st century use of technology in the school.

Restructuring Planning Committee: organized to address “school in need of improvement (SINI) designation due to provisions from NCLB.

Senior Citizen Breakfast: Annual school event, coinciding with Valentine’s Day, to invite Chester senior citizens to a continental breakfast served by student council members and entertainment offered by band and chorus students.

PBIS Universal & Targeted Teams: After adoption of Positive Behavioral Intervention and Supports these teams implemented the general program and identified tier two students.

SEAS (Summer Enrichment Academy): offered a variety of creative activities, to students, following the ESY sessions.

CHAMP (Chester Academy Mentor Program): A program designed via a collaboration with Chester College of New England to pair Chester Academy students with Chester College students to promote mentoring relationships.

LOREN THOMPSON

SKILLS/QUALIFICATIONS

Legal, administrative, and customer service background; extensive public contact.

WORK EXPERIENCE:

INTAKE COORDINATOR / R-8 PROGRAM (September 2018-present part-time) The Upper Room, A Family Resource Center

Upon receipt of a referral from Pinkerton Academy to the Rejuvenate Program, responsibilities include:

- Conducting a comprehensive intake with the suspended student and their parent(s) within approximately 24 hours of suspension;
- Explaining the Rejuvenate process to the student and their parent(s) and the services TUR provides;
- Devising a restorative plan for the student that includes a learning component related to the reason for suspension, as well as any underlying issues;
- Preparing a final intake summary report.

CASE MANAGER (2007- 2017) State of New Hampshire 10th Circuit Family Court

As the liaison between the judge and pro se litigants in divorce cases responsibilities included:

- Conducting public courtroom “first appearance” sessions with litigants to explain the court process;
- Scheduling cases with case manager, mediator, or judge;
- Meeting privately with litigants in a case management conference to assist in the preparation of a final agreement;
- Calculating and preparing child support orders according to statute;
- Arranging private outside mediation sessions for litigants who have ongoing conflicts;
- Following cases to final approval of divorce/ parenting decree.

COURT RECORDER/MONITOR (1997-2007) State of New Hampshire Superior Court

- Worked as a traveling court monitor throughout the State of New Hampshire. Responsible for taking the official record in superior court trials and family division hearings, transcribing jury instructions and judge’s orders and preparation of court transcripts.

PARALEGAL (1990 - 1997) Dorothy F. Silver, Esq., Manchester, NH

- Performed the basic paralegal/secretarial duties supporting a small general practice law firm representing clients primarily in divorce cases, but also some bankruptcy, probate and criminal defense.

SALES ADMINISTRATOR Xerox Corporation

- Managed and coordinated NH based Sales Department (staff of 20);

- Tracked and reported sales performance for monthly sales forecasting & planning;
- Tracked and reviewed department expenses;
- Planned and coordinated sales meetings and organized quarterly sales kick-off seminars;
- Composed and dictated correspondence relative to sales status, problems, etc.;
- Screened, interviewed and tested sales applicants and organized training for new hires;
- Processed all personnel paperwork; i.e. applications, appraisals, transfers; payroll
- Responsible for weekly status reports to immediate supervisor located in Boston, Ma;
- All of this work was performed unsupervised.

EDUCATION:

Bachelor of Science

Franklin Pierce College, Rindge, N.H.

** Magna Cum Laude*

Associate Degree Business Management

Franklin Pierce College, Rindge, NH.

**Magna Cum Laude*

Associate Degree Paralegal Studies

Hesser College, Manchester, NH.

** Summa Cum Laude.*

OTHER:

Certified Mediator
Justice of the Peace
Realtor

VOLUNTEER WORK:

Juvenile Diversion Program (1994 – 2004)

References will be furnished upon request.

CONTRACTOR NAMEKey Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kelsey Meyers	AWP Program Coordinator	24,960	100%	24,960
Alice Major	Rejuvenate Teacher	25,300	100%	25,300
Loren Thompson	Rejuvenate Intake	7,920	100%	7,920
Susan Buck	Facilitator	2462	100%	2462
Liz Graziano	Facilitator	2462	100%	2462

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mae

Lori A. Shibiactte
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
GOVERNOR'S COMMISSION ON ALCOHOL & OTHER DRUGS

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9564 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov/dcbcs/bdas

June 10, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the vendors listed below for the provision of evidenced informed substance misuse prevention direct services to youth, and their parents and caregivers, by increasing the total price limitation by \$819,327 from \$2,670,252 to \$3,489,579 and by extending the completion dates from July 1, 2020 to June 30, 2021 effective upon Governor and Council approval. The original contracts were approved by Governor and Council on June 21, 2017, Late Item B, and most recently amended with Governor and Council approval on June 20, 2018, item #37. 100% Other Funds.

Vendor Name	Vendor Number	Location	Contract Amount	Increase/ (Decrease)	Modified Contract Amount	G&C Approval
Boys and Girls Club of Greater Salem	160066	Salem, Nashua & Souhegan Valley	\$653,868	\$216,488	\$870,356	O: 08/23/17, Item #20 A1: 06/20/18, Item #37
North Country Education Services	154707	Northern Grafton & Coos County	\$519,130	\$172,065	\$691,195	O: 08/23/17, Item #20 A1: 06/20/18, Item #37
New Hampshire Teen Institute	166624	Statewide	\$759,112	\$215,655	\$974,767	O: 06/21/17, Late Item B A1: 06/20/18, Item #37
The Upper Room	246053	Rockingham County & Surrounding Communities	\$301,073	\$87,109	\$388,182	O: 06/21/17, Late Item B A1: 06/20/18, Item #37
The Youth Council	154886	Nashua North & Nashua South High Schools	\$437,069	\$128,010	\$565,079	O: 06/21/17, Late Item B A1: 06/20/18, Item #37
Total:			\$2,670,252	\$819,327	\$3,489,579	

Funds are available in the following account(s) for State Fiscal Year 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	102-500731	Contracts for Prog Svc	49158502	\$194,658	\$0	\$194,658
			<i>Subtotal</i>	\$194,658	\$0	\$194,658

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Prog Svc	92058502	\$836,940	\$0	\$836,940
2019	102-500731	Contracts for Prog Svc	92058502	\$819,327	\$0	\$819,327
2020	102-500731	Contracts for Prog Svc	92058502	\$819,327	\$0	\$819,327
2021	102-500731	Contracts for Prog Svc	92058502	\$0	\$819,327	\$819,327
			<i>Subtotal</i>	\$2,475,594	\$819,327	\$3,294,921
			<i>Total</i>	\$2,670,252	\$819,327	\$3,489,579

See Fiscal Details for Distribution of Funds

EXPLANATION

As previously stated, the original contract was approved by Governor and Council on June 21, 2017, Late Item #B. It was then subsequently amended with Governor and Council approval on June 20, 2018, Item #37.

The purpose of this request is to exercise a renewal option to continue providing substance misuse prevention direct services to youth and related programming for their parents and caregivers. Targets for this program include youth between ten (10) and twenty (20) years of age who are at risk of engaging in the misuse of alcohol and the illicit use of drugs. Risk factors include youth experiencing poor academic performance, behavioral problems at school or that have dropped out of school that are involved with the juvenile justice system and children whose parents or caregivers are engaged in the active misuse of alcohol and or illicit drugs.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

The opioid epidemic in New Hampshire led to the passage of Senate Bill 533 (2016) making additional resources available to the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery. The Commission identified a portion of the funding allocated under SB 533 for prevention direct services that target youth, including those proposed in this request.

Approximately 2,000 individuals will be served from June 30, 2020 through June 30, 2021. The goal of these contracted prevention programs is to prevent the onset and use of alcohol and drugs and to increase parental and caregiver knowledge regarding the negative effects that substance misuse has on their child(ren), improving parental and caregiver knowledge and communication skills, and to increase parental and caregiver monitoring of their child(ren)'s behavior and activities. These programs promote positive youth development with the goal of preventing and reducing the misuse of alcohol, marijuana, prescription drugs and opioids.

Each vendor has chosen approved evidenced informed programs that include education and counseling, and information on healthy activities that can be developed as alternatives to engaging in the misuse of alcohol and drugs and other risky behaviors. Programs include individual or group education and awareness about the serious and sometimes deadly consequence of substance misuse and assistance in helping youth acquire the skills necessary to resist negative peer pressure for using alcohol or other drugs, their engagement in the development and promotion of alternative social activities, and to assist participating youth in developing other mechanisms for coping with stressful circumstances in their life at home or school. These programs also involve parents and caregivers to promote improved communication within the family about this topic.

All vendors providing direct prevention services through these contracts are required to establish ongoing working collaborative relationships with community-based organizations including, health and social service agencies and schools, and the Regional Public Health Network in their area. The contractors are also required to conduct outreach to youth and their parents and caregivers to make them aware of these services and how to access them.

As referenced in Exhibit C-1, Revisions to General Provisions, of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the one (1) years available.

Should the Governor and Executive Council not authorize this request, approximately 4,000 youth who are at high risk for developing a substance misuse disorder may not have access to comprehensive substance misuse prevention services.

Area served: Statewide.

Source of Funds: 100% Other Funds.

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette
Commissioner

Attachment A
Financial Details

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

New Hampshire Teen Institute V#166624

PO #1056422

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2017	102-500734	Contracts for Prog Svc	\$107,744	\$0	\$107,744
Sub-total			\$107,744	\$0	\$107,744

The Upper Room V#174210

PO #1057461

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2017	102-500734	Contracts for Prog Svc	\$36,811	\$0	\$36,811
Sub-total			\$36,811	\$0	\$36,811

The Youth Council V#154886

PO #1056421

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2017	102-500734	Contracts for Prog Svc	\$50,103	\$0	\$50,103
Sub-total			\$50,103	\$0	\$50,103
Total SFY17			\$194,658	\$0	\$194,658

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Boys & Girls Club of Greater Salem V#160066

PO #1058002

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$220,892	\$0	\$220,892
2019	102-500734	Contracts for Prog Svc	\$216,488	\$0	\$216,488
2020	102-500734	Contracts for Prog Svc	\$216,488	\$0	\$216,488
2021	102-500734	Contracts for Prog Svc	\$0	\$216,488	\$216,488
Sub-total			\$653,868	\$216,488	\$870,356

New Hampshire Teen Institute V#166624

PO #1056422

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$220,058	\$0	\$220,058
2019	102-500734	Contracts for Prog Svc	\$215,655	\$0	\$215,655
2020	102-500734	Contracts for Prog Svc	\$215,655	\$0	\$215,655
2021	102-500734	Contracts for Prog Svc	\$0	\$215,655	\$215,655
Sub-total			\$651,368	\$215,655	\$867,023

Attachment A
Financial Details

North Country Education Services V#154707

PO #1058007

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$175,000	\$0	\$175,000
2019	102-500734	Contracts for Prog Svc	\$172,065	\$0	\$172,065
2020	102-500734	Contracts for Prog Svc	\$172,065	\$0	\$172,065
2021	102-500734	Contracts for Prog Svc	\$0	\$172,065	\$172,065
Sub-total			\$519,130	\$172,065	\$691,195

The Upper Room V#174210

PO #1057461

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$90,044	\$0	\$90,044
2019	102-500734	Contracts for Prog Svc	\$87,109	\$0	\$87,109
2020	102-500734	Contracts for Prog Svc	\$87,109	\$0	\$87,109
2021	102-500734	Contracts for Prog Svc	\$0	\$87,109	\$87,109
Sub-total			\$264,262	\$87,109	\$351,371

The Youth Council V#154886

PO #1056421

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$130,946	\$0	\$130,946
2019	102-500734	Contracts for Prog Svc	\$128,010	\$0	\$128,010
2020	102-500734	Contracts for Prog Svc	\$128,010	\$0	\$128,010
2021	102-500734	Contracts for Prog Svc	\$0	\$128,010	\$128,010
Sub-total			\$386,966	\$128,010	\$514,976
Grand Total			\$2,670,252	\$819,327	\$3,489,579

Total by Year

Total SFY17			\$194,658	\$0	\$194,658
Total SFY18			\$836,940	\$0	\$836,940
Total SFY19			\$819,327	\$0	\$819,327
Total SFY20			\$819,327	\$0	\$819,327
Total SFY21			\$0	\$819,327	\$819,327

Grand Total			\$2,670,252	\$819,327	\$3,489,579
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Total by Agency

Boys & Girls Club of Greater Salem V#160066	PO #1058002		\$653,868	\$216,488	\$870,356
New Hampshire Teen Institute V#166624	PO #1056422		\$759,112	\$215,655	\$974,767
North Country Education Services V#154707	PO #1058007		\$519,130	\$172,065	\$691,195
The Upper Room V#174210	PO #1057461		\$301,073	\$87,109	\$388,182
The Youth Council V#154886	PO #1056421		\$437,069	\$128,010	\$565,079
Total by Agency			\$2,670,252	\$819,327	\$3,489,579

**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Misuse Prevention Direct Services Contract**

This 2nd Amendment to the Substance Misuse Prevention Direct Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Upper Room, A Family Resource Center, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 36 Tsienneto Rd, Derry, NH, 03038.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Late Item #B), as amended on June 20, 2018, (Item #37), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$388,182.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Add Exhibit B-4, Budget – Amendment #2 attached hereto and incorporated by reference herein.

**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services**



All terms and conditions of the Contract and prior amendment not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/4/2020
Date

[Signature]
Name: Katja S. Fox
Title: Director *Assoc. Cases*

The Upper Room, A Family Resource Center

May 15, 2020
Date

[Signature]
Name: Brenda Guggisberg
Title: Executive Director

**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

06/09/20
Date

Catherine Pinos
Name: Catherine Pinos, Attorney
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Contractor Name: The Upper Room, A Family Resource Center

Budget Request for: Substance Misuse Prevention Direct Services

Budget Period: SFY 2021 (7/01/2020 - 6/30/2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 63,104.00	\$ -	\$ 63,104.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,104.00
2. Employee Benefits	\$ 10,588.00	\$ -	\$ 10,588.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,588.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 4,445.00	\$ -	\$ 4,445.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,445.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,275.00	\$ -	\$ 1,275.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,275.00
6. Travel	\$ 401.00	\$ -	\$ 401.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 401.00
7. Occupancy	\$ 2,100.00	\$ -	\$ 2,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,100.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 668.00	\$ -	\$ 668.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 668.00
Postage	\$ 125.00	\$ -	\$ 125.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125.00
Subscriptions	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400.00
Audit and Legal	\$ 1,125.00	\$ -	\$ 1,125.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,125.00
Insurance	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275.00
11. Staff Education and Training	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 375.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 87,109.00	\$ -	\$ 87,109.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87,109.00

Indirect As A Percent of Direct

#DIV/0!



Jeffrey A. Meyers
Commissioner

Christine Tappan
Associate Commissioner

37 QB/B

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
HUMAN SERVICES AND BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9546 1-800-852-3345 Ext. 9546
Fax: 603-271-4232 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 3, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to exercise renewal options with the vendors listed in the table below for the provision of evidenced informed substance misuse prevention direct services to youth and their parents/caregivers by increasing the price limitation by \$1,638,654 from \$1,031,598 to an amount not to exceed \$2,670,252 and extending the completion from June 30, 2018 to June 30, 2020 effective upon Governor and Executive Council approval. 100% Other Funds.

Vendor	Vendor Number	Area Served	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget	G&C Approval
Boys and Girls Club of Greater Salem	160066	Salem, Nashua & Sougehan Valley	\$220,892	\$432,976	\$653,868	O: 08/23/17 #20
North Country Education Services	154707	Northern Grafton & COOS County	\$175,000	\$344,130	\$519,130	O: 08/23/17 #20
New Hampshire Teen Institute	166624	Statewide	\$327,802	\$431,310	\$759,112	O: 06/21/17 Late Item B
The Upper Room	246053	Rockingham County & Surrounding Communities	\$126,855	\$174,218	\$301,073	O: 06/21/17 Late Item B
The Youth Council	154886	Nashua North & Nashua South High Schools	\$181,049	\$256,020	\$437,069	O: 06/21/17 Late Item B

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 4

Funding is available in following account in State Fiscal Years 2019 and anticipated to be available in State Fiscal Year 2020 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Fiscal Year	Class	Title	Current Budget	Increased (Decreased) Amount	Amount
2017	102-500731	Contracts for Program Services	\$194,658	\$0.00	\$194,658
		Sub-Total:	\$194,658	\$0	\$194,658

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Fiscal Year	Class	Title	Current Budget	Increased (Decreased) Amount	Amount
2018	102-500731	Contracts for Program Services	\$836,940	\$0.00	\$836,940
2019	102-500731	Contracts for Program Services	\$0.00	\$819,327	\$819,327
2020	102-500731	Contracts for Program Services	\$0.00	\$819,327	\$819,327
		Sub-Total:	\$836,940	\$1,638,654	\$2,475,594
		Grand Total:	\$1,031,598	\$1,638,654	\$2,670,252

See Fiscal Details for Distribution of Funds

EXPLANATION

The purpose of this request is to exercise a renewal options in the agreements with the vendors listed in the above table to continue providing substance misuse prevention direct services to youth and related programming for their parents/caregivers. Targets for this program include youth between ten (10) and twenty (20) years of age who are at risk of engaging in the misuse of alcohol and illicit use of drugs. Risk factors include youth experiencing poor academic performance or behavioral problems at school or that have dropped out of school, that are involved with the juvenile justice system, as well as children whose parents/caregivers are engaged in the active misuse of alcohol and or illicit drugs.

The goal of these contracted prevention programs is to delay of the onset and use of alcohol and drugs and to increase parental knowledge about the negative effects of substance misuse has on their child(ren), improving parental knowledge and communication skills and to increase parental monitoring of their child(ren)'s behavior and activities. These programs promote positive youth development with the goal of preventing and reducing the misuse of alcohol, marijuana, prescription drugs and opioids.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 4

Each vendor has chosen approved evidenced informed programs that include education and counseling, as well as information on healthy activities that can be developed as alternatives to engaging in the misuse of alcohol and drugs and other risky behaviors. Programming includes individual or group education and awareness about the serious and sometimes deadly consequence of substance misuse and assistance in helping students acquire the skills necessary to resist negative peer pressure for using alcohol or other drugs, their engagement in the development and promotion of alternative social activities and to assist participating youth in developing other mechanisms for coping with stressful circumstances in their life at home or at school. These programs also involve parents/caregivers and promote improved communication within the family about this topic.

The Department is satisfied with the program outcomes of the services provided by these five vendors. Collectively, in the first three quarters of the fiscal year they have served 2,586 in a variety of evidenced-based programming and provided prevention education to 1,758 parents and caregivers. Youth participating in the programs have stated they have an increase knowledge in knowing they have a trustworthy adult they can turn to for advice if they were having a problem, an increased sense of mastery over their emotions and have learned healthy coping skills to deal with stress, and an increase in their sense of confidence and satisfaction with who they are a person.

The reports from the providers are attached. As such, the Department is requesting to exercise the renewal option available in Exhibit C-1, Revisions to General Provisions, paragraph 3 of each of the agreements for two (2) additional years."

All vendors providing direct prevention services through these contracts are required to establish ongoing working collaborative relationships with community based organizations including, health and social service agencies and schools, as well as the Regional Public Health Network in their area. The contractors are also required to conduct outreach to youth and their parents/caregivers to make them aware of these services and how to access them.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the State Fiscal Year 2020-2021 biennium.

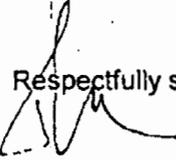
Should the Governor and Executive Council not approve this request, approximately 4,000 youth who are at high risk for developing a substance misuse disorder may not have access to comprehensive substance misuse prevention services.

Area Served: Statewide

Source of Funds: 100% Other Funds

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

In the event that Other Funds become no longer available, General Funds will not be requested to support this program.



Respectfully submitted,

Thomas Pristow
Deputy Commissioner



Approved by: Jeffrey A. Meyers
Commissioner

Attachment A
Financial Details

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

New Hampshire Teen Institute V#166624

PO #1056422

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2017	102-500734	Contracts for Prog Svc	\$107,744	\$0	\$107,744
Sub-total			\$107,744	\$0	\$107,744

The Upper Room V#174210

PO #1057461

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2017	102-500734	Contracts for Prog Svc	\$38,811	\$0	\$38,811
Sub-total			\$38,811	\$0	\$38,811

The Youth Council V#154886

PO #1058421

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2017	102-500734	Contracts for Prog Svc	\$50,103	\$0	\$50,103
Sub-total			\$50,103	\$0	\$50,103
Total SFY17			\$194,658	\$0	\$194,658

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Boys & Girls Club of Greater Salem V#160066

PO #1058002

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$220,892	\$0	\$220,892
2019	102-500734	Contracts for Prog Svc	\$0	\$216,488	\$216,488
2020	102-500734	Contracts for Prog Svc	\$0	\$216,488	\$216,488
Sub-total			\$220,892	\$432,976	\$653,868

New Hampshire Teen Institute V#166624

PO #1056422

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$220,058	\$0	\$220,058
2019	102-500734	Contracts for Prog Svc	\$0	\$215,655	\$215,655
2020	102-500734	Contracts for Prog Svc	\$0	\$215,655	\$215,655
Sub-total			\$220,058	\$431,310	\$651,368

North Country Education Services V#154707

PO #1058007

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$175,000	\$0	\$175,000
2019	102-500734	Contracts for Prog Svc	\$0	\$172,065	\$172,065
2020	102-500734	Contracts for Prog Svc	\$0	\$172,065	\$172,065
Sub-total			\$175,000	\$344,130	\$519,130

The Upper Room V#174210

PO #1057461

**Attachment A
Financial Details**

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$90,044	\$0	\$90,044
2019	102-500734	Contracts for Prog Svc	\$0	\$87,109	\$87,109
2020	102-500734	Contracts for Prog Svc	\$0	\$87,109	\$87,109
Sub-total			\$90,044	\$174,218	\$264,262

The Youth Council V#154886

PO #1056421

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$130,946	\$0	\$130,946
2019	102-500734	Contracts for Prog Svc	\$0	\$128,010	\$128,010
2020	102-500734	Contracts for Prog Svc	\$0	\$128,010	\$128,010
Sub-total			\$130,946	\$256,020	\$386,966
Total SFY18			\$836,940	\$0	\$836,940
Total SFY19			\$0	\$819,327	\$819,327
Total SFY20			\$0	\$819,327	\$819,327

Grand Total			\$1,031,598	\$1,638,654	\$2,670,252
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Boys & Girls Club of Greater Salem V#160066	PO #1058002	\$220,892	\$432,976	\$653,868
New Hampshire Teen Institute V#166624	PO #1056422	\$327,802	\$431,310	\$759,112
North Country Education Services V#154707	PO #1058007	\$175,000	\$344,130	\$519,130
The Upper Room V#174210	PO #1057461	\$126,855	\$174,218	\$301,073
The Youth Council V#154886	PO #1056421	\$181,049	\$256,020	\$437,069
Total by Agency		\$1,031,598	\$1,638,654	\$2,670,252

Prevention Direct Services
Governor's Commission on Alcohol and other Drug Prevention, Treatment and Recovery Funded Programs.

June 23, 2017-March 30, 2018

*Due to contractual delays these programs did not go into contract until June 23rd

Measurable Outcomes	# Served
# of youth enrolled in Direct Prevention Services	2586
# of parents enrolled in a Prevention Education Curriculum	1758
# of students who participate in a skill building workshop to reduce risks and increase awareness	2132
# of students who were referred for community based behavioral health supports or crisis intervention	781
# of community based activities to raise awareness of behavioral health issues facing adolescents	22 activities

Narrative-Although the contracts were delayed for a variety of reasons all of the vendors with the exception of The Youth Council had immediate capacity to deliver the services associated with their evidenced-informed programs. Attached to this report is a list of the vendors and their evidenced informed programs.

It must be noted that although The Youth Council did not provide immediate services they were quickly were able to hire staff for Nashua North and South High School and were able to begin services in October of 2017.

Currently, each vendor has their own evaluation process but the NH Bureau of Drug and Alcohol Services (BDAS) has asked to incorporate the vendors to incorporate the following measures into all of the vendor's evaluation procedures:

- Participants have increase knowledge in knowing they have a trustworthy adult they can turn to for advice if they were having a problem; (93% of participants answered yes to this question)
- Participates have an increased sense of mastery over their emotions and have learned healthy coping skills to deal with stress; (89% of participants answered yes to this question)
- Participants have an increase in their sense of confidence and satisfaction with who they are a person. (91% of participants answered yes to this question)

In SFY '19 BDAS will be working with a contracted evaluation vendor to standardize a parent/caregiver survey and will be developing key informant interviews and focus groups with participants and parents/caregivers to better measure the impact of these programs.



**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services Contract**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Misuse Prevention Direct Services Contract**

This 1st Amendment to the Substance Misuse Prevention Direct Services contract (hereinafter referred to as "Amendment #1") dated this 5th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Upper Room, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 36 Tsienneto Road, Derry, NH 03038.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Late Item #B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to exercise a renewal option for up two (2) years and increase the price limitation to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$301,073.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
5. Add Exhibit B-2, Budget – Amendment #1.
6. Add Exhibit B-3, Budget – Amendment #1.
7. Add Exhibit K, DHHS Information Security Requirements.



**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services Contract**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

5-18-18
Date

State of New Hampshire
Department of Health and Human Services

Christine Tappan
Christine Tappan:
Associate Commissioner:

Apr. 13, 2018
Date

The Upper Room

Brenda Guggisberg
Name: Brenda Guggisberg
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 4-13-2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Diane Casale
Signature of Notary Public or Justice of the Peace

DIANE CASALE, NOTARY
Name and Title of Notary or Justice of the Peace

My Commission Expires: 3-12-2019

DIANE E. CASALE, Notary Public
My Commission Expires March 12, 2019



**New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services Contract**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/18
Date

Rebecca W. Ross
Name: *Rebecca W. Ross*
Title: *Senior Assistant Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-2, Budget Sheet, Amendment #1

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Budget/Program Name: The Upper Room, A Family Resource Center
Budget Request for: Substance Misuse Prevention Direct Services

Budget Period: July 1, 2018 - June 30, 2019

Account	100 - State	200 - Local	300 - Federal	400 - Other	500 - Total	600 - Other	700 - Total	800 - Other	900 - Total
1. 100 Salary/Wages	106,174.00				106,174.00				106,174.00
2. 100 Employees Benefits	17,866.75				17,866.75				17,866.75
3. 100 Contractual									
4. 100 Equipment									
5. 100 Paper and Supplies	4,650.00				4,650.00				4,650.00
6. 100 Telephone									
7. 100 Utilities	2,000.00				2,000.00				2,000.00
8. 100 Travel									
9. 100 Printing	1,350.00				1,350.00				1,350.00
10. 100 Office	500.00				500.00				500.00
11. 100 Occupancy	4,120.00				4,120.00				4,120.00
12. 100 Capital Equipment									
13. 100 Insurance	1,840.00				1,840.00				1,840.00
14. 100 Postage	750.00				750.00				750.00
15. 100 Other	400.00				400.00				400.00
16. 100 Audit and Legal	8,500.00				8,500.00				8,500.00
17. 100 Insurance	2,575.00				2,575.00				2,575.00
18. 100 Other Expenses									
19. 100 Membership	750.00				750.00				750.00
20. 100 Staff Education and Training	750.00				750.00				750.00
21. 100 Support/Agreements									
22. 100 Other (Specify detail in notes)									
TOTAL	156,745.75				156,745.75				156,745.75

Indicate As A Percent of District

8/13/18
Date
Contractor Initials

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the Internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that Implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

B
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6738 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964

May 10, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into agreements with the vendors listed in the table below for the provision of evidenced informed substance misuse prevention direct services to youth and their parents/caregivers in an amount not to exceed \$635,706 effective upon Governor and Executive Council approval through June 30, 2018. 100% Other Funds.

Vendor	Vendor Number	Area Served	SFY17 Amount	SFY18 Amount	Total Contract Amount
New Hampshire Teen Institute	166624	Statewide	\$107,744	\$220,058	\$327,802
The Upper Room	246053	Rockingham County and surrounding communities	\$36,811	\$90,044	\$126,855
The Youth Council	154886	Nashua North and Nashua South High Schools	\$50,103	\$130,946	\$181,049
Total:			\$194,658	\$441,048	\$635,706

Funds are available for State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds in the future operating budgets with the ability to adjust encumbrance between State Fiscal Years without further approval from the Governor and Executive Council through the Budget Office if needed and justified.

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

SFY	Class/Account	Class Title	Job Number	Amount
2017	102/500731	Contracts for Program Services	49158504	\$194,658
			Sub-total SFY17	\$194,658

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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05-95-92-920510-3382 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

SFY	Class/Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92058504	\$441,048
			Sub-total SFY18	\$441,048
			Total Contract	\$635,706

EXPLANATION

The purpose of this request is enter into three (3) agreements with vendors who will provide substance misuse prevention direct services to youth and related programming for their parents/caregivers. Targets for this program include youth between the ages of ten (10) and twenty (20) who are at risk for engaging in the misuse of alcohol and illicit use of drugs. Risk factors include youth experiencing poor academic performance or behavioral problems at school or that have dropped out of school, that are involved with the juvenile justice system, as well children whose parents/caregivers are engaged in the active misuse of alcohol and or illicit drugs.

The opioid epidemic in New Hampshire led to the passage of Senate Bill 533 (2016) making additional resources available to the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery. The Commission identified a portion of the funding allocated under SB 533 for prevention direct services that target youth, such as those proposed in this request.

The goal of these contracted prevention programs is to delay of the onset and use of alcohol and drugs and to increase parental knowledge about the negative effects of substance misuse has on their child, improving parental knowledge and communication skills and to increase parental monitoring of their children's behavior and activities. These programs promote positive youth development with the goal of preventing and reducing the misuse of alcohol, marijuana, prescription drugs and opioids.

Each vendor has chosen an approved evidenced informed program(s) that includes education and counseling, as well as information on healthy activities that can be developed as alternatives to engaging in the misuse of alcohol and drugs and other risky behaviors. Programming includes individual or group education and awareness about the serious and sometimes deadly consequence of substance misuse and to help students acquire the skills necessary to resist negative peer pressure for using alcohol or other drugs, their engagement in the development and promotion of alternative social activities and to assist participating youth in developing other mechanisms for coping with stressful circumstances in their life at home or at school. These programs also involve parents and promote improved communication within the family about this topic.

All vendors providing direct prevention services through these contracts are required to establish ongoing working collaborative relationships with community based organizations including, health and social service agencies and schools, as well as the Regional Public Health Network in their area. The contractors are also required to conduct outreach to youth and their parents/caregivers to make them aware of these services and how to access them.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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The Department's goal is that through these contracts and other complementary strategies, the State of New Hampshire will experience a reduction in drug misuse prevalence rates among youth and the related consequences.

Should the Governor and Executive Council not approve this request, approximately 4,000 youth who are at high risk for developing a substance misuse disorder will be not have access to comprehensive substance misuse prevention services.

Area Served: Statewide

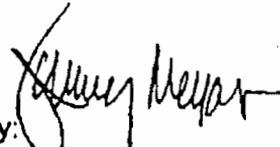
Source of Funds: 100% Other Funds

In the event that Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

**Substance Misuse Prevention Direct
Services**

RFP-2017-BDAS-01-Subst

RFP Name

RFP Number

Reviewer Names

Bidder Name

- 1. NH Teen Institute
- 2. The Upper Room
- 3. The Youth Council
- 4. 0
- 5. 0

Maximum Points	Actual Points
400	347
400	330
400	336
400	0
400	0

- 1. Anne Mercuri, Child & Maternal Health, Tech Team
- 2. Abby Shockley, Behavioral Health Policy Analyst, Tech
- 3. Nell Twitchell, Public Health Administrator, Tech Team
- 4. Valerie Morgan, Prevention Unit Administrator, Tech Team
- 5. Jim Dall, Sr. Finance Director, Div of Behavioral Health, Cost
- 6. Steve Kiander, Financial Administrator, OCOM, Cost
- 7.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into contracts with the vendors listed in the table below and referenced as DoIT No. 2017-093.

Vendor	Vendor Number	Location
New Hampshire Teen Institute	TBD	Nashua, NH
The Upper Room	246053	Derry, NH
The Youth Council	154886	Nashua, NH

The Department of Health and Human Services, Bureau of Drug and Alcohol Services requests to execute three (3) contracts with the above selected vendors to provide evidenced informed substance misuse prevention services. The Department's goal is that through these contracts and other complementary strategies, the State of New Hampshire will experience a reduction in drug misuse prevalence rates among youth and related consequences.

The total funding amount of the contract is not to exceed \$635,706, and is effective upon the date of Governor and Executive Council approval through June 30, 2018.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2017-093
cc: Bruce Smith, IT Manager, DoIT

Subject: Substance Misuse Prevention Direct Services, RFP-2017-BDAS-01-Subst-2 (The Upper Room)

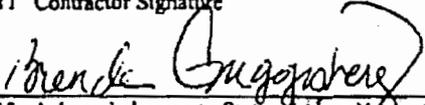
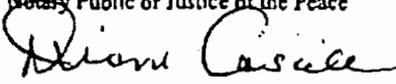
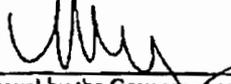
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 The Upper Room, A Family Resource Center		1.4 Contractor Address 36 Tsieneto Road Derry, NH 03038	
1.5 Contractor Phone Number 603-437-8477	1.6 Account Number	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$126,855
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Brenda Guggisberg - Executive Dir.	
1.13 Acknowledgment: State of New Hampshire County of Hillsborough On <u>April 21, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		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 Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
Date: <u>5/10/17</u>			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Megan A. Cole - Attorney On: <u>5/26/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

FORM NUMBER P-37 (version 5/8/15)

Subject: Substance Misuse Prevention Direct Services, RFP-2017-RDAS-01-Subst-2 (The Upper Room)

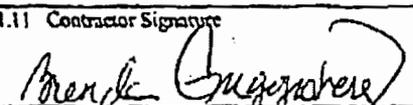
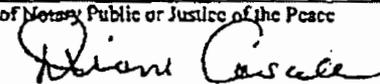
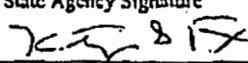
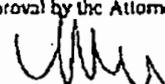
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 The Upper Room, A Family Resource Center		1.4 Contractor Address 36 Tsienceto Road Derry, NH 03038	
1.5 Contractor Phone Number 603-437-8477	1.6 Account Number 05-95-49-491510-2989 05-95-92-920510-3382	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$126,855
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Brenda Guggisberg - Executive Dir.	
1.13 Acknowledgement: State of New Hampshire County of Hillsborough <p>On April 21, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.</p>			
1.13.1 Signature of Notary Public or Justice of the Peace  [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 Public			
1.14 State Agency Signature  Date: 5/10/17		1.15 Name and Title of State Agency Signatory KATYA S. FOX, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Mign-A. Soli - Attorney On: 5/26/17			
1.18 Approval by the Governor and Executive Council (if applicable) By:  On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials BS
Date 4/21/17

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials BG
Date 4/21/17

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.

Contractor Initials SG
Date 4/21/17

New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to youth, ages ten (10) to twenty (20), who are in the Institute of Medicine (IOM) Prevention Classification categories of selective or indicated and provide parent education for parents/caregivers of the targeted population, statewide.
- 1.4. The Contractor shall work collaboratively with the Regional Public Health Networks (RPHN) and community partners and shall utilize its knowledge on community service agencies that are available to youth and parents/caregivers, including but not limited to, Juvenile Diversion Network programs, alcohol and other drug services, mental health services, and housing services.
- 1.5. The Contractor shall provide individual screening of youth referred to the program(s) using an evidenced-based screening tool that is approved by the Department.
- 1.6. The Contractor shall ensure appropriate referrals to community providers as indicated by the individual screening. The contractor shall develop and maintain protocols for referrals to appropriate providers and have such protocols available to the Department upon inspection.
- 1.7. The Contractor shall not use funding received under this contract for the purposes of capacity building nor shall funding be used to supplant other programs or services.
- 1.8. The Contractor shall have current knowledge of how to maintain funding separate streams of funding for this and other projects.

2. Scope of Work

- 2.1. The Contractor shall provide evidenced informed substance misuse prevention direct services that are designed for targeted populations with the goals of reducing risk factors while enhancing protective factors to positively impact healthy decisions around the use of substances and increase knowledge of the consequences of substance misuse and abuse.

BG
4/21/17

New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services



Exhibit A

2.2. Outreach Plan

2.2.1. The Contractor shall develop and implement an outreach plan to increase awareness of The Upper Room Programs and Services with a focus on targeting youth of higher risk of developing a substance use disorder specifically those in the IOM category of selective and indicated. The outreach plan for each program shall include, but not be limited to:

- 2.2.1.1. The production of new outreach materials that includes the incorporation of the focus on youth at high risk;
- 2.2.1.2. The number, frequency and type (i.e. group presentation, one-on-one meetings, emails, telephone, outreach material distribution) of outreach activities planned per quarter; and
- 2.2.1.3. The goals and outcomes desired to achieve through outreach activities per referral source (i.e. introduce program to new referral sources or under-utilized referral sources, increase number of referrals already being sent by a referral source, develop relationship with local government officials).

2.3. Recruitment Strategy

2.3.1. The Contractor shall ensure a recruitment strategy that is focused on youth in the IOM category of selective and indicated who are at a higher risk of developing a substance use disorder and parents/caregivers of the targeted population. Targeted populations for recruitment includes but is not limited to youth and/or their parents/caregivers involved with the Division of Children, Youth and Families services, youth and/or their parents/caregivers who are homeless, youth at risk of dropping out of school, youth experiencing academic failure, LGBTQ youth, youth with behavioral health issues, youth offenders, youth and/or parents/caregivers with a mental health or substance use disorder, and youth engaging in risky or destructive behaviors.

2.4. Evidence Informed Programming

2.4.1. The Contractor shall ensure all programs and services are evidenced informed and culturally relevant, as approved by the Department, with preference given with this funding to youth and their parents/caregivers in the indicated and selective in the IOM category of selective and indicated who are at a higher risk of developing a substance use disorder.

2.4.2. The Contractor shall select programs and services that address the following outcome measures:

- 2.4.2.1. Increase perception of risk/harm of the use of substances;
- 2.4.2.2. Increase the perception of peer and parental disapproval of the use of substances;
- 2.4.2.3. Increase parental efficacy; and
- 2.4.2.4. Increase parental communication about the use of substances and parental monitoring.

BX
4/21/17

New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services



Exhibit A

2.5. Adolescent Wellness Program, Community Services Learning Program and Preventative Counseling

2.5.1. The Contractor shall ensure participants enrolled in the Adolescent Wellness Program, Community Services Learning Program and Preventative Counseling receive a universally applied evidenced based screening tool to screen all youth referred to the program for early identification of substance misuse and/or mental health issues. The Contractor shall, at a minimum :

2.5.1.1. Ensure training to each The Upper Room staff who shall be conducting the screening in the use of the tool;

2.5.1.2. Submit to the Department the name of the evidence-based screening tool to be used by The Upper Room and the training protocols for staff administering the tool; and

2.5.1.3. Ensure referral to the appropriate community provider or service based on the screening for individuals needing external services.

2.6. The Contractor shall maintain necessary coordination with the Regional Public Health Networks and public and private agencies providing services to the target population and must maintain a depth of knowledge on community services agencies that are available to youth and parents/caregivers including but not limited to mental health providers, primary care providers, alcohol and other drug prevention, treatment and recovery services, juvenile diversion network programs, and housing services.

2.7. The Contractor shall ensure equal access to all programs and services funded by this contract and provide reasonable accommodations as necessary for those participants facing health disparities. Accommodations include, but are not limited to:

2.7.1. Interpreter services;

2.7.2. Materials in a varied format;

2.7.3. Child care or access to affordable child care; and

2.7.4. Transportation or assistance with access to affordable and accessible transportation.

2.8. Program Participation Requirements

2.8.1. Pursuant to this contract, the Contractor shall serve:

2.8.1.1. A minimum of four-hundred (400) unduplicated youths who are at a higher risk of developing a substance use disorder with preference to indicated and selective youth; and

2.8.1.2. A minimum of one-hundred-fifty (150) unduplicated parents/caregivers participating in parent education programs and services with preference to parents/caregivers of youth in the IOM category of selective or indicated.

2.9. Participant Survey

2.9.1. The Contractor shall administer a survey, supplied by the Department, to all individuals participating in the selected service.

New Hampshire Department of Health and Human Services
Substance Misuse Prevention Direct Services



Exhibit A

- 2.9.2. The survey will consist of a pre-post design and the Contractor shall ensure participants who complete the intervention fully complete all components of the survey design.
 - 2.9.2.1. The Department will provide the surveys and instructions.
 - 2.9.2.2. The survey administration process will include the process for acquiring consent from program participants in the evaluation and in compliance with the Department's policies and protocols.
 - 2.9.2.3. The Contractor shall survey a minimum of eighty percent (80%) of program participants.

3. Staffing

- 3.1. The Contractor shall maintain sufficient staff assigned to this program, either in-house or through subcontracts, necessary to perform and carry out all of the functions, requirements, roles and duties as proposed.
- 3.2. All staff shall have appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold.
- 3.3. Staff providing direct prevention services shall obtain their certificate as a Certified Prevention Specialist (CPS) within one year of assuming the position.
- 3.4. If the staff member is unable to obtain their CPS within the year, a plan with a proposed timeline for completion is required within thirty (30) days after the end of the first year of employment.
- 3.5. The Contractor shall keep up to date records and documentation of all individuals requiring licenses and/or certifications. All such records will be available to the Department for inspection upon request.
- 3.6. The Contractor shall ensure all direct prevention staff receive appropriate training in their selected evidenced-informed services by an individual authorized by the program developer.

4. Delegation and Subcontractors

- 4.1. Identification and Approval
 - 4.1.1. The Contractor shall identify any and all subcontractors to be utilized in fulfillment of its contractual responsibilities.
 - 4.1.2. DHHS reserves the right to accept or reject the use of any subcontractor.

5. Performance Measures/Outcomes

- 5.1. As a result of participating in the programs and services funded by this contract participants shall, at a minimum, demonstrate:
 - 5.1.1. Increase in perception of harm/risk of the use of substances;
 - 5.1.2. Increase in perception of peer or parental/caregiver disapproval on the use of substances;
 - 5.1.3. Increase in parental efficacy; and
 - 5.1.4. Increase in parental communication and monitoring.

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Substance Misuse Prevention Direct Services



Exhibit A

6. Deliverables/Reporting Requirements

6.1. Deliverables

- 6.1.1. The Contractor shall provide the Department with their outreach plan, as outlined in Section 2.2., within sixty (60) days of the approved contract.
- 6.1.2. The Contractor shall provide a copy of the evidenced based screening tool within thirty (30) days after its selection.
- 6.1.3. The Contractor shall provide the Department with the list of the evidenced informed programs and services it is providing the targeted populations and cite the source of how it is defined as evidence informed.
- 6.1.4. The Contractor shall provide the Department with its training and development plan for program staff and volunteers upon request by the Department.
- 6.1.1. The Contractor shall, within six (6) months of contract approval, secure the statewide locations for youth and parenting programs with a memorandum of agreement (MOA).
- 6.1.2. The Contractor shall participate in up to two (2) collaborative learning sessions to discuss preliminary evaluation findings and gain understanding on how to use and disseminate conclusive data findings as identified by the Department.

6.2. Reporting Requirements

- 6.2.1. The Contractor, as well as any subcontractor, shall, in addition to their own reporting and evaluation requirements, comply with the Department's requirements which includes:
 - 6.2.1.1. Adherence to the Department's requirements as defined in Section 6.0;
 - 6.2.1.2. Adherence to the evaluation design and administration as supplied by the Department, including individual participant evaluation and program evaluation;
 - 6.2.1.3. Ensure consent from program participants for evaluation in compliance with the Department's policies and protocols; and
 - 6.2.1.4. Ensure a seventy-five percent (75%) response rate from participants.
 - 6.2.1.5. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide periodic or special reports required by the Department.
 - 6.2.1.6. Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the Department conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

6.3. Site Visits/Inspections

- 6.3.1. The Contractor shall allow a team authorized by the Department to conduct bi-annual site reviews that shall include program staff, the Contractor or designee,

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Substance Misuse Prevention Direct Services**



Exhibit A

the Bureau of Drug and Alcohol Services, and a representative of the New Hampshire Center for Excellence if appropriate.

6.3.2. In order to assure systems are adequate to provide the contracted services, this site visit shall review, at a minimum, the Contractor's:

6.3.2.1. Systems of governance,

6.3.2.2. Administration,

6.3.2.3. Data collection and submission,

Policies for ensuring participant confidentiality, and

6.3.2.4. Financial management.

6.3.3. The Contractor shall make corrective actions as advised by the review team if contracted services are found to be not provided in accordance with this contract.

6.3.4. The Department may, as needed, inspect and evaluate the Contractor's books/ledgers to ensure that funds are separately maintained.

6.3.5. The Contractor shall provide documented proof that all staff conducting screening has been trained in the tool upon request by the Department.

6.3.6. The Contractor shall demonstrate, upon request by the Department, that programs funded by this contract maintain minimum written documentation and guidelines that include, but are not limited to:

6.3.6.1. Written documentation of The Upper Room program recruitment and referral process;

6.3.6.2. Evaluation participation agreement form;

6.3.6.3. Confidential release of information form as necessary;

6.3.6.4. The Upper Room intake or screening/information form;

6.3.6.5. Documentation of contact with participants, parents or others involved with The Upper Room via New Hampshire Prevention Web Information Technology System (P-WITS) reporting;

6.3.6.6. Written list of community resources available to children and their families; and

6.3.6.7. Documentation that programming is culturally and linguistically appropriate for participants and that equal access is provided to individuals facing behavioral health disparities.

6.4. Data Storage and Reporting

6.4.1. The Contractor shall develop a system to safely store and maintain survey data in compliance with the Department's policies and protocols.

6.4.2. The Contractor shall be required to enter the completed survey data into a database provided by the Department. Survey data will be provided to the Department's evaluation contractor for analysis.

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Substance Misuse Prevention Direct Services**



Exhibit A

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- 6.4.3. The Contractor shall input data on a monthly basis to an online database as required by the Department. The Department will provide training on the use of the database system. The data includes, but is not limited to:
 - 6.4.3.1. Number of individuals served;
 - 6.4.3.2. Demographics of individuals served;
 - 6.4.3.3. Types of strategies or interventions implemented; and
 - 6.4.3.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions
 - 6.4.4. The Contractor shall ensure compliance with all data reporting requirements including, but not limited to:
 - 6.4.4.1. The ability to communicate and submit required reports via email.
 - 6.4.4.2. The ability to submit the following reports in formats approved and/or provided by the Department:
 - 6.4.4.2.1. Enter and complete monthly data reporting in the New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the previous month, e.g. July data will be entered fully by August 20th;
 - 6.4.4.2.2. Submit monthly expenditure reports for reimbursement of costs associated with contract activities by the 20th business day following the end of the previous month.
 - 6.4.5. All data related exchanges, standards, policies, systems etc. may, at the sole discretion of the Department, be reviewed by the Department and/or the Department of Information Technology (DoIT) to assess conformance with Department and DoIT Information security/privacy standards.
 - 6.4.5.1. The Contractor agrees to remedy, to the satisfaction of the Department and/or DoIT, any substantial non-conformance identified.

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New Hampshire Department of Health and Human Services
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Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Funding for this contract is 100% Other Funds (Governor's Commission on Alcohol and other Drug Prevention, Treatment, and Recovery).
3. The Contractor shall provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. Payment for Services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices and any attendant reports by the 15th of each month.
 - 4.2. Expenses shall be reported for reimbursement by budget line item in accordance with Exhibit B-1 and Exhibit B-2 with invoice template supplied by the State.
 - 4.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
 - 4.4. Invoices and reports identified in Section 4 shall be submitted to:
Department of Health and Human Services
Bureau of Drug and Alcohol Services
105 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 - Budget Form
3/1/17-6/30/17

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Budget/Program Name: The Upper Room, A Family Resource
Budget Request For: Substance Abuse Prevention Direct Services

Budget Period: 3/1/17-6/30/17

Line Item	Fiscal Year									
	2017	2018	2017	2018	2017	2018	2017	2018	2017	2018
1. Total Salary/Wages	25,711.00	25,711.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
2. Employee Benefits	4,300.00	4,300.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00
3. Consultants										
4. Equipment										
5. Supplies	1,010.00	1,010.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00
6. Travel	600.00	600.00	240.00	240.00	240.00	240.00	240.00	240.00	240.00	240.00
7. Occupancy	2,000.00	2,000.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00
8. Current Expenses	700.00	700.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00
9. Printing	200.00	200.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00
10. Subscriptions	1,000.00	1,000.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00
11. Audit and Legal	100.00	100.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00
12. Insurance	100.00	100.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00
13. Other Expenses	2,000.00	2,000.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00
14. Accounting/Consultants	700.00	700.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00
15. Staff Education and Training	3,000.00	3,000.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00
16. Subcontractor Agreements										
17. Other (Direct Health Initiatives)										
18. Other (Indirect Health Initiatives)										
TOTAL	63,927.00	63,927.00	27,180.00	27,180.00	27,180.00	27,180.00	27,180.00	27,180.00	27,180.00	27,180.00

Percent An & Percent of Total: 0.0%

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Exhibit B-3 - Budget Form
7/1/17 - 6/30/18

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Submit/Prepare Name: The Upper Rooms - A Family Resource
Budget Request for: Substance Abuse Prevention Direct Services
Budget Period: 7/1/17 - 6/30/18

Main Item	Total Program Cost		Commodity Items (Millions)		Federal FY 2017 (Millions)		Federal FY 2018 (Millions)	
	Direct	Indirect	Direct	Indirect	Direct	Indirect	Direct	Indirect
1. Total Salary/Wages	85,244.00		85,244.00		85,244.00		85,244.00	
2. Employee Benefits	11,633.00		11,633.00		11,633.00		11,633.00	
3. Contracting								
4. Equipment								
5. Rental								
6. Travel								
7. Printing								
8. Information Technology								
9. Supplies	1,200.00		1,200.00		1,200.00		1,200.00	
10. Food								
11. Pharmacy								
12. Medical	1,300.00		1,300.00		1,300.00		1,300.00	
13. Office	350.00		350.00		350.00		350.00	
14. Utilities	1,600.00		1,600.00		1,600.00		1,600.00	
15. Capital Expenses								
16. Construction	1,000.00		1,000.00		1,000.00		1,000.00	
17. Furniture	750.00		750.00		750.00		750.00	
18. Subscriptions	2,000.00		2,000.00		2,000.00		2,000.00	
19. Audit and Legal	1,350.00		1,350.00		1,350.00		1,350.00	
20. Insurance	2,000.00		2,000.00		2,000.00		2,000.00	
21. Bond Expenses								
22. Software	2,400.00		2,400.00		2,400.00		2,400.00	
23. Marketing/Communications	1,000.00		1,000.00		1,000.00		1,000.00	
24. Staff Education and Training	3,000.00		3,000.00		3,000.00		3,000.00	
25. Miscellaneous/Agreements								
26. Other (Specify, attach narrative)								
27. Other Grants (Specify Name, purpose, amount)								
TOTAL	110,967.00		110,967.00		110,967.00		110,967.00	

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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 Contractor's 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;

Exhibit C - Special Provisions

Contractor Initials

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

- 11. Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
- 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
- 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
- 12. Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
- 13. Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
- 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
- 14. Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
- 15. Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
- 16. Equal Employment Opportunity Plan (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

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

BG
Date 4/21/17

New Hampshire Department of Health and Human Services
Exhibit C-1



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

BS
Date 4/21/17



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR 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 counselling, 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

Contractor Initials

BS
Date 4/21/17

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

4/21/17
Date

Brenda Guigondery
Name: BRENDA GUIGONDERY
Title: Executive Director

Contractor Initials BG
Date 4/21/17

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

4/21/17
Date

Brenda Engstler
Name: Brenda Engstler
Title: Executive Director

BE
Date 4/21/17

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Bg
4/21/17

New Hampshire Department of Health and Human Services
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

4/21/17
Date

Brenda Guzzi-Stern
Name: Brenda Guzzi-Stern
Title: Executive Director

Contractor Initials BG
Date 4/21/17

New Hampshire Department of Health and Human Services
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

BG

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

4/21/17

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

4/21/17
Date

Brenda Guggisberg
Name: Brenda Guggisberg
Title: Executive Director

Exhibit G

Contractor Initials

BG

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 4/21/17

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan 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:

4/21/17
Date

Brenda Guggerberg
Name: Brenda Guggerberg
Title: Executive Director

Contractor Initials BG
Date 4/21/17

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Exhibit I
 Health Insurance Portability Act
 Business Associate Agreement
 Page 1 of 6

Contractor Initials

Date

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 4/21/17

New Hampshire Department of Health and Human Services



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Contractor Initials

4/21/17 BG
BG 4/21/17
Date

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- 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

3/2014

Contractor Initials

Date

BB
4/21/17

New Hampshire Department of Health and Human Services



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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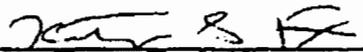
New Hampshire Department of Health and Human Services



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and Indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

 The State


 Signature of Authorized Representative
 Katya S. Fox

 Name of Authorized Representative
 Director

 Title of Authorized Representative
 5/10/17

 Date

The Upper Room, A Family Resource Center

 Name of the Contractor


 Signature of Authorized Representative
 Brenda Guggisberg

 Name of Authorized Representative
 Executive Director

 Title of Authorized Representative
 4/21/17

 Date

New Hampshire Department of Health and Human Services
Exhibit J



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

4/21/17
Date

Brenda Guggisberg
Name: Brenda Guggisberg
Title: Executive Director

Contractor Initials BG
Date 4/21/17

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

- The DUNS number for your entity is: 966850948
- 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?

XX NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

- 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:

- The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

Contractor Initials BG
Date 4/21/17