



Lori A. Shilbette  
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

May 23, 2022

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 amend an existing contract with The Prevention Certification Board of New Hampshire (VC#168487), Bow, NH, for the continued provision of the Prevention Specialist Mentorship Program, by exercising a contract renewal option by increasing the price limitation by \$12,000 from \$116,307 to \$128,307 and by extending the completion date from June 30, 2022 to June 30, 2023, effective July 1, 2022 or upon Governor and Council approval, whichever is later. 100% Other Funds (Governor's Commission).

The original contract was approved by the Governor and Council on October 7, 2015, item #20A. It was subsequently amended with Governor and Council approval on March 8, 2017, item #21, amended on March 13, 2019, item #16, amended on June 10, 2020, item #10, and most recently amended with Governor and Council approval on June 16, 2021, Item #18.

Funds are available in the following account for State Fiscal Year 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL, PREVENTION SVS (97% Federal Funds/3% General Funds)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2016	102/500731	Contracts for Prog Svc	49156502	\$22,000	\$0	\$22,000
2017	102/500731	Contracts for Prog Svc	49156502	\$22,000	\$0	\$22,000
2018	102/500731	Contracts for Prog Svc	49156502	\$22,000	\$0	\$22,000
2019	102/500731	Contracts for Prog Svc	49157502	\$14,307	\$0	\$14,307
			<b>Subtotal</b>	<b>\$80,307</b>	<b>\$0</b>	<b>\$80,307</b>

GAC  
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His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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**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 Budget	Increased (Decreased) Amount	Revised Budget
2020	102/500731	Contracts for Prog Svc	92058502	\$12,000	\$0	\$12,000
2021	102/500731	Contracts for Prog Svc	92058502	\$12,000	\$0	\$12,000
2022	102/500731	Contracts for Prog Svc	92058502	\$12,000	\$0	\$12,000
2023	102/500731	Contracts for Prog Svc	92058502	\$0	\$12,000	\$12,000
			<b>Subtotal</b>	<b>\$36,000</b>	<b>\$12,000</b>	<b>\$48,000</b>
			<b>Total</b>	<b>\$116,307</b>	<b>\$12,000</b>	<b>\$128,307</b>

**EXPLANATION**

The purpose of this request is amend the Vendors contract to continue oversight of the Prevention Specialist Certification Board and its Mentorship Program. On March 4, 2022, the Governor's Commission on Alcohol and Other Drugs (Commission) approved level funding for this Contractor to continue to provide professional development opportunities for Prevention Specialists in New Hampshire. In State Fiscal Year 2022, the Prevention Specialist Certification Board's Mentorship Program received the National Prevention Network award for a promising and exemplary practice. Due to this national recognition and the Board's evaluation of its program in which 98% of Mentorship program participants reported they were highly satisfied with their experience, the Commission authorized continued funding for SFY 2023.

Approximately 25 individuals will be served from July 1, 2022 through June 30, 2023.

The Contractor will continue to provide administration for the Prevention Specialist Certification Board and create the pathway for Prevention Specialists to learn from each other and gain valuable knowledge and skills by facilitating relationships between seasoned Prevention Specialist professionals and those new to the field.

The Department will continue to monitor services by ensuring the Contractor:

- Submits quarterly program reports and monthly invoices that are accurate and submitted on time.
- Increases marketing and recruitment efforts to reach underserved areas to increase the certified prevention workforce by 10% from the current baseline of 85 marketing related activities.
- Recruits, enrolls, and retains 10 new Prevention Specialist professionals in the Prevention Specialist Mentorship Program from the current baseline of 12 prevention professionals participating in the program.
- Ensures 20 Prevention Professionals become Certified Preventions Specialists by June 30, 2023.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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As referenced in Exhibit C-1, Revisions to General Provisions, Section 4 of Amendment #3, the parties have the option to extend the agreement for up to six (6) 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 remaining one (1) year available.

Should the Governor and Council not authorize this request, the Prevention Specialist Certification Board and its Mentorship Program would not be able to operate, which could reduce prevention workforce development efforts in a time of need for more prevention professionals due to increased rates of substance misuse and other behavioral health issues. Without an adequate workforce capacity to continue existing prevention programs and implement new prevention programs to meet behavioral health needs would be compromised and may result in the closing of some prevention programs. Additionally, engagement through mentorship opportunities between professionals seeking to gain, increase, and share knowledge in substance misuse prevention would be limited, potentially resulting in the delivery of lower quality prevention services and programs.

Area served: Statewide

Source of Federal Funds: 100% Other Funds (Governor's Commission)

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

**State of New Hampshire  
Department of Health and Human Services  
Amendment #5**

This Amendment to the Prevention Specialist Certification Board and Mentoring Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Prevention Certification Board of New Hampshire ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 7, 2015, (Item 20A), as amended on March 8, 2017 (Item #21), March 13, 2019 (Item #16), June 10, 2020 (Item #10), and most recently amended on June 16, 2021 (Item #18), 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 and Exhibit C-1, Revisions to General Provisions, Section 4 of Amendment #3, 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, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$128,307
3. Modify Exhibit A-2, Amendment #2, Additional Scope of Services, Section 1. Provisions Applicable to All Services, Subsection 1.1 to read:
  - 1.1. This Exhibit A-2, Amendment #2, applies to services provided from July 1, 2019 through June 30, 2023.
4. Modify Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment, Section 3 to read:
  3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A-1, Amendment #2, Scope of Services and Exhibit A-2, Amendment #2, Additional Scope of Services, in accordance with Exhibit B-1, Budget Sheet through Exhibit B-8, Amendment #5, Budget Sheet.
5. Modify Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment, Section 8, to read:
  8. Notwithstanding Paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budgets in Exhibit B-1 through Exhibit B-8, Amendment #5 Budget Sheets and within the price limitation, can be made by written agreement of both parties and be made without obtaining approval of the Governor and Executive Council.
6. Add Exhibit B-8, Amendment #5 Budget Sheet, which is incorporated by reference and attached herein.

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, 2022, subject to Governor and 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

5/27/2022

Date

DocuSigned by:  
*Katja S. Fox*  
FFAR1C9584DF42A  
Name: Katja S. Fox  
Title: Director

The Prevention Certification Board of New Hampshire

5/27/2022

Date

DocuSigned by:  
*Marissa E Carlson*  
FFAR1C9584DF42A  
Name: Marissa E Carlson  
Title: Board President

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

OFFICE OF THE ATTORNEY GENERAL

6/8/2022

Date

DocuSigned by:  
*Robyn Guarino*  
748734824941480  
Name: Robyn Guarino  
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:

<b>New Hampshire Department of Health and Human Services</b> Complete one budget form for each budget period. Contractor Name: <i>The Prevention Certification Board of New Hampshire</i> Budget Request for: <i>Prevention Specialist Certification Board and Mentoring Program</i> Budget Period: <i>July 1, 2022 through June 30, 2023 (SFY23)</i> Indirect Cost Rate (if applicable) <i>0.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$0
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$900
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>IC&amp;RC Meetings</i>	\$2,650
<i>Insurance- Board Liability</i>	\$450
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$8,000
<b>Total Direct Costs</b>	<b>\$12,000</b>
<b>Total Indirect Costs</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$12,000</b>

# State of New Hampshire

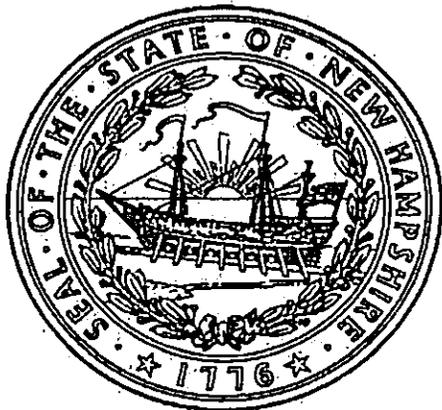
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE PREVENTION CERTIFICATION BOARD OF NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 12, 2005. 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: 540512

Certificate Number: 0005782015



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp that matches the Seal of the State of New Hampshire.

David M. Scanlan  
Secretary of State

CERTIFICATE OF AUTHORITY

I, Carrie McFadden, 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 Prevention Certification Board of New Hampshire.  
(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 April 7, 2021, at which a quorum of the Directors/shareholders were present and voting  
(Date)

VOTED: That Marissa Carlson, President (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Prevention Certification Board of New Hampshire  
(Name of Corporation/ LLC)

to enter into contracts or agreements with the State 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: 5/26/2022

Carrie McFadden

Digitally signed by Carrie McFadden  
DN: cn=Carrie McFadden, o=Foundation for  
Healthy Communities, ou,  
email=cmcfadden@healthynh.org, c=US  
Date: 2022.05.26 09:20:21 -04'00'

Signature of Elected Officer  
Name: Carrie McFadden  
Title: Treasurer





THE  
PREVENTION CERTIFICATION BOARD  
OF NEW HAMPSHIRE



May 25, 2022

Shannon Quinn  
Bureau of Contracts and Procurement  
NH Department of Health and Human Services  
Brown Building  
129 Pleasant Street  
Concord, NH 03301-3857

**President**

Marissa Carlson, CPS  
NH Teen Institute

**Vice President**

Julie Yerkes, CPS  
Community Health Institute

**Treasurer**

Carrie McFadden, MPH  
Foundation for Healthy  
Communities

**Secretary**

Annika Stanley-Smith, CPS  
Capital Area Public Health  
Network

**Administrator**

Priscilla Davis, MHA  
Community Health Institute

Dear Shannon,

Enclosed are the signed amendment documents for The Prevention Board of New Hampshire contract with NH DHHS.

One item that I wanted to point out was that in the original contract the board was allowed an exception to permit use of our contractor's certificate of liability insurance. Our administrative contractor is JSI Research and Training Institute, Inc./dba Community Health Institute. The majority of work is done by our contractor and the board is an all-volunteer board. Our administrative location is at the Community Health Institute in Bow, NH. This exception was granted per our workforce development contract and exhibit C-1 was revised to allow this exception.

Sincerely,

Marissa Carlson, Administrator  
Prevention Certification Board of New Hampshire



The Prevention Certification Board of NH  
501 South Street, 2<sup>nd</sup> Floor  
Bow, NH 03304  
603-573-3302  
nhpreventcert@gmail.com  
www.nhpreventcert.org

# Prevention Certification Board of NH

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## **Mission:**

The mission of the Prevention Certification Board of New Hampshire is to prevent the misuse of alcohol, tobacco, and other drugs by providing a professional prevention credential which:

- Ensures that individuals working in communities to reduce risk and promote health have current and comprehensive knowledge, skills, and attitudes to carry out successful prevention approaches;
- Recognizes and supports a broad public health approach to behavioral health and wellness;
- Protects consumers served by credentialed professionals.

THE  
PREVENTION CERTIFICATION BOARD  
OF NEW HAMPSHIRE



May 25, 2022

Shannon Quinn  
Bureau of Contracts and Procurement  
NH Department of Health and Human Services  
Brown Building  
129 Pleasant Street  
Concord, NH 03301-3857

**President**

Marissa Carlson, CPS  
NH Teen Institute

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Community Health Institute

**Treasurer**

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Foundation for Healthy  
Communities

**Secretary**

Annika Stanley-Smith, CPS  
Capital Area Public Health  
Network

**Administrator**

Priscilla Davis, MHA  
Community Health Institute

Dear Shannon,

As an organization with limited financial resources, we have not had an audit done. I have enclosed our most recent tax form, which was a 990N for year January 1, 2021 - December 31, 2021. We were eligible to submit a 990N to the IRS because our total gross income is less than \$50,000. I have also enclosed the NH Charitable Trust Annual Form NHCT12 which does detail our net income for tax year 2021.

If you need any other further information, please let us know.

Respectfully,

Sincerely,

Marisa Carlson, President  
The Prevention Certification Board of New Hampshire





## 2021 - 990-N (e-Postcard) ACCEPTANCE LETTER Form 990-N (e-Postcard) Online Filing

Congratulations! Your 2021 tax return has been accepted by the IRS. Thank you for preparing your exempt tax return, IRS Form 990-N, with ExpressTaxExempt. Your return information is listed below and we hope you had a pleasant experience e-filing with ExpressTaxExempt.

### FORM INFORMATION

TAX YEAR: 2021

RETURN ID: 4B001332290010-1

IRS SUBMISSION ID: 32101820221332000881

E-FILE TIME STAMP: 5/13/2022 4:03:52 PM

### TAXPAYER INFORMATION

NAME: THE PREVENTION CERTIFICATION BOARD OF NEW HAMPSHIRE TIN: 34-2046599

DBA NAME:

ADDRESS: 501 S ST 2ND FL

CITY: BOW

STATE/COUNTRY: NH

ZIP: 03304-3416

PHONE:

EMAIL: nhpreventcert@gmail.com

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### PLEASE PRINT A COPY OF THIS LETTER FOR YOUR RECORDS

Thank you again for your business. If you have any questions or need any assistance, please contact our customer support via live online chat, email at [support@expresstaxexempt.com](mailto:support@expresstaxexempt.com), or by phone at 704-839-2321. We're here to help!

Sincerely,

ExpressTaxExempt Support Team

(704) 839-2321

[support@expresstaxexempt.com](mailto:support@expresstaxexempt.com)

Span Enterprises • (704) 839-2321 • 2685 Celanese Road Suite 100 • Rock Hill, SC • 29732

**Form 990-N (e-Postcard) Summary**  
**(\*\*THIS IS NOT A FILEABLE FORM - FOR REVIEW PURPOSES ONLY\*\*)**

Tax period beginning 01-01-2021 and ending 12-31-2021

Organization's legal name

Employer ID Number

THE PREVENTION CERTIFICATION BOARD OF NEW HAMPSHIRE

34-2046599

Other names used by organization (DBA)

Number and Street (or P.O. box, if applicable)

Telephone number

501 S ST 2ND FL

City or Town, State or Country and ZIP + 4

BOW, NH 03304-3416

Web address, if applicable

I confirm that the organization's annual gross receipts are \$50,000 or less and I'm eligible to file an e-Postcard

Has your organization terminated or gone out of business?

**Information regarding principal officer:**

Name

Marissa Carlson

Street address

1 SUNDIAL AVE., SUITE 219

City, state or country and ZIP + 4

MANCHESTER, New Hampshire, (NH) 03103

Information copy. Do not send to IRS

# Form NHCT12, Annual Report

version 1.27

(Submission #: HPH-Q8HG-XFEAA, version 1)



## Details

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**Alternate Identifier** The Prevention Certification Board of New Hampshire

**Submission ID** HPH-Q8HG-XFEAA

## Form Input

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### Organization Information

#### Instructions

This is the first page of your annual report. If you don't remember your registration number click on the link [Registration number](#)

**Registration number**  
16188

**Report is for fiscal year ending**  
12/31/2021

**Is this report a consolidated report for multiple years because you received a suspension of your annual requirement?**  
No

**Name of Charity**  
The Prevention Certification Board of New Hampshire

**Organization's Address**  
501 South Street, 2nd Floor  
Bow, NH 03304

**Organization's Website Address**  
nhpreventcert.org

**Has the organization changed its name or address this year?**  
No

**Is a third party filer submitting this form on behalf of a charitable entity?**  
No

**Name and Title of Annual Report Contact**  
Priscilla Davis, Board Administrator

**Telephone Number of Annual Report Contact**  
603-573-3302

**Email Address of Annual Report Contact**  
nhpreventcert@gmail.com

**Did the organization earlier submit a request to extend the deadline to file the annual report and did it pay at that time the \$75.00 fee required by RSA 7:28-a, II?**  
No

**Is the organization a New Hampshire nonprofit corporation (RSA 292) or otherwise headquartered in New Hampshire?**  
Yes

**Does the organization file an IRS Form 990-PF (for private foundations)?**  
No

**Does your organization issue/offer Charitable Gifts Annuities to New Hampshire citizens?**  
No

Is this your final report (i.e., is your organization dissolving, withdrawing from registration, etc.)?  
No

**Schedule A - Financial Report**

**A. Employer identification number (EIN)**  
34-2046599

**B. IRS Status**  
Other: 501(c)(6)

**Financial Report**

Did the organization file a 990, 990-EZ or 990-PF with the IRS for the fiscal year being reported?  
No

**Part I. Statement of Program Service Accomplishments**  
Complete the items below

**C. Describe the organization's primary charitable purpose**  
The all volunteer board provides oversight for Prevention Specialist Certification and recertification.

**D. Describe briefly, for each of the organization's largest programs (measured by expenses), the services provided, the number of persons benefited, and other information. Be sure these amounts are also included within the expense categories in Part II, lines F8 through F16 below.**

Description	Program Expenses
JSI Research & Training Institute, Inc. contracted services for board administration	8000
IC&RC, credentialing agency, annual membership fee, avg of 60 certified individuals	750

**Part II. Revenue and Expenses**  
Complete the items below

**E. Revenue**

**1. Donations and grants received (not fundraising events)**  
0.00

**2. Program service revenue (received from those getting services)**  
8,450.00

**3. Membership fees**  
2,711.62

**4. Interest and Dividends**  
0.00

**5. Gross receipts from special fundraising events and activities**  
0.00

**6. Other revenue**  
0.00

**7. Total Revenue**  
11,161.62

**F. Expenses**

**8. Cash and benefit amounts paid to unrelated persons or groups**  
0.00

**9. Cash and benefit amounts paid to or for directors or members**  
0.00

**10. Compensation of officers, directors & key employees**  
0.00

**11. Other salaries & wages**  
0.00

**12. Payroll taxes & employee benefits**  
0.00

**13. Professional fees and other payments to independent contractors**  
8,750.00

**14. Occupancy, rent, utilities, insurance**  
450.00

**15. Printing, publications, postage, office supplies, IT**  
685.61

**16. Other expenses**  
1,692.50

**17. Total Expenses**  
11,578.11

**G. Net income (or net loss)**  
-416.49

**Part III. Balance Sheet**  
Complete the items below

**H. Assets**

**1. Cash, savings, investments**  
0.00

**2. Real estate less any depreciation**  
0.00

**3. Other property and equipment less any depreciation**  
0.00

**4. Pledges, grants, accounts receivable**  
0.00

**5. Other assets**  
0.00

**6. Total Assets (program will add lines 1-5)**  
0.00

**I. Liabilities**

**7. Accounts payable**  
0.00

**8. Loans, grants payable**  
0.00

**9. Other liabilities**  
0.00

**10. Total Liabilities (program will add lines 7-9)**  
0.00

**J. Fund balance/Net worth (program will subtract line 10 from line 6)**  
0.00

**K. Amount of fund balance that are donor restricted funds**  
0.00

**L. Fund Balance/net worth at prior year end (prior year's Line J)**  
0.00

**M. Change in Fund Balance (subtract line L from line J)**  
0.00

**N. Explain reason for change in fund balance (Line M)**  
NONE PROVIDED

**Part IV. Other Information**  
Complete items below

**O. Did the organization experience any significant thefts, embezzlements, or other diversions of assets during the reporting year? If yes, explain.**

No

### Schedule B - Governing Board

**Instructions**

For organizations based in New Hampshire, provide all of the information set forth below either by entering requested information in the table below or uploading a pre-established list containing the same information. Note: boards of directors of nonprofit corporations formed in New Hampshire (RSA Ch. 292) must consist of at least five persons unrelated by blood or marriage. RSA 292:6-a. This requirement does not apply to RS Form 990-PF filers.

**Officers and Directors**

Name	Title	Home address-street	City/Town	State	Zip Code	Daytime telephone number	Email address	Average hours per week devoted to position	Compensation and benefits paid (enter 0 if none)
Marissa Carlson	President			MA				5	0
Julie Yerkes	Vice President			NH				2	0
Annika Stanley Smith	Secretary			NH				2	0
Carrie McFadden	Treasurer			NH				3	0

**Board Members**

NONE PROVIDED  
 Comment  
 NONE PROVIDED

### Schedule C - Conflict of Interest and Governance Report

1. Has there been a change to the organization's conflict of interest policy this year?  
 No

2. Did any officer, director, trustee, or member of his/her immediate family, or his/her employer/business (hereinafter an "interested person") obtain a pecuniary benefit (see RSA 7:19-a) from the organization in the last year?  
 No

3. Did the organization make a real estate transaction with or occupy real estate owned or rented by an interested person?  
 No

4. Was an advance or payment made on a loan to or from an interested person?  
 No

5. For each 'yes' answer to Questions 2, 3, or 4 above, provide the following:

Name/Relationship of Interested Person	Name of Director/Officer/Trustee	Description of Transaction (i.e., car sale, salary, etc.)	Amount
--	----------------------------------	---	--------

6. Did any of the pecuniary benefit transactions listed in #5 above amount to \$5,000 or more per transaction?  
 No

7. Has the organization amended its formation documents (articles of agreement, declaration of trust, constitution) or its bylaws within the reporting period?  
 No

8. How many times did the board of directors meet during the reporting period?  
 Other: 6 (The Board meets every other month)

9. Did the organization use a professional solicitor, fundraising counsel, or commercial co-venturer to solicit contributions on the organization's behalf during the reporting period?  
 No

10. Was the organization the subject of any fine, penalty, or adverse judgment?  
 No

11. Is the organization a "fiscal sponsor" for another organization?

No

### **Acknowledgement**

**Name of Signatory**

Marissa Carlson

**Title of Signatory**

President

Refunds for duplicate payments may be requested by emailing the CTU at [charitabletrusts2@doj.nh.gov](mailto:charitabletrusts2@doj.nh.gov). The CTU will issue a refund once the duplicate payment is confirmed.

Accept

NHCT-12 (March 2021)

# Prevention Certification Board of NH

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## Board of Directors:

Marissa Carlson, CPS, President

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Julie Yerkes, CPS, Vice President  
JSI/Community Health Institute

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Carrie McFadden, MPH, Treasurer  
Foundation for Healthy Communities

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Annika Stanley-Smith, CPS, Secretary  
Capital Area Public Health Network  
Granite United Way

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

## Carrie C. McFadden

### PROFESSIONAL EXPERIENCE

**Foundation for Healthy Communities**, 125 Airport Road, Concord, NH 03301

*Project Coordinator*

**May 2020-Present**

- Responsible for supporting the development and implementation of the Foundation for Healthy Communities project, *Improving Hospital Inpatient Management of Opioid Use Disorders in Rural Communities*. The project seeks to advance rural hospital inpatient and discharge management of patients with opioid use disorders creating a patient- and family-centered continuum of care.

**NH Training Institute on Addictive Disorders**, 130 Pembroke Road, Concord, NH 03301

*Training Director*

**November 2015-March 2020**

- Developed, coordinated and supported multiple workforce development training initiatives based on contract specific priorities. Oversaw registration platform, continuing education requirements, onsite coordination for events and event wrap-up.

**Maine Center for Disease Control**, 91 Camden St., Rockland, ME 04841

*Public Health District Liaison*

**September '13 – November 2015**

- Liaison for the Midcoast District covering Sagadahoc, Lincoln, Knox and Waldo counties. Oversaw public health unit located in Rockland including infectious disease epidemiology, public health nursing, health and water inspection. Served as the connecting point for the public and funded Healthy Maine Partnerships with the Maine CDC. Served on the Midcoast District Coordinating Council and oversaw the meeting planning and logistics. Contact for Public Health Emergency Preparedness in the Midcoast District and regularly participated in training and exercises.

**Athenahealth**, 3 Hatley Road, Belfast, ME 04949

*Enrollment Analyst*

**December '12 – September '13**

- Supported small physician group credentialing with payers nationwide. Researched, analyzed and implemented credentialing and contracting for physician groups and individual providers. Worked collaboratively with enrollment team members in information gathering, teaching and improving work processes.

**New England Institute of Addiction Studies**, 6 East Chestnut Street, Augusta, ME 04332

*Assistant Coordinator for Summer Programs*

**March '07 – December 2012**

- Supported multiple professional training and development events; the largest serving approximately 600 participants. Developed and implemented programs regionally and statewide based on identified workforce development priorities. Collected, analyzed and managed evaluation data for ongoing and continuous program improvement. Developed computer and manual based systems to support programs. Served as a primary contact for customer relations and faculty support. Developed and arranged for continuing education applications. Supervised on-site operations, registration and volunteers

**The Women's Project / PROP**, 510 Cumberland Ave., Portland, ME 04101

*Therapeutic Case Manager*

**October '07 – August '08**

- Offered support/networking for women dealing with an addiction, their own or others. Maintained records and appropriate documentation on clients. Performed an intake on all clients to identify barriers to treatment. Performed monthly check-ins with clients, worked with client's goals. Traveled to client's home.

*Program Coordinator, Fetal Alcohol Spectrum Disorders*

**January '05 – March '07**

- Developed and maintained strong working relationships with all sectors of the FASD continuum of prevention and treatment services. Provided coordination and support to FASD Task Force. Supported program planning and designed strategies to assure fulfillment of project goals. Ensured project activities were coordinated and focused

on project goals and objectives. Managed the development of reports to funding organizations. Participated in project sustainability activities.

**Medical Care Development, Inc., 11 Parkwood Drive, Augusta, ME 04333**

*Project Director, Performance Improvement*

**November '02 - June '04**

- Developed, implemented and monitored the performance improvement program. Coordinated and developed process, policies and procedures for performance improvement. Coordinated the process of data collection, monitoring, analyzing and reporting of improvement activities. Facilitated the implementation of programmatic changes that result from improvement activities. Developed and coordinated the company Leadership Development Program.

*Project Director, Partnership For A Tobacco-Free Maine Network Initiative*

**January'01-October '02**

- Oversaw statewide partnership efforts in recruitment and networking for 31 Healthy Maine Partnerships. Administered statewide information line that distributed over 3,000 educational materials in addition to 80,000 promotional materials annually. Oversaw web site development and two statewide quarterly newsletters. Developed and coordinated Partnership For A Tobacco-Free Maine's Tobacco Education Clearinghouse. Assisted in creative development of statewide, multi-faceted media/marketing campaigns with marketing firm. Successfully developed and expanded Maine's first statewide anti-tobacco youth advocacy network.

**Sebasticook Valley Hospital, 99 Grove St., Pittsfield, Maine 04967**

**December 1998-2000**

*Quality Improvement Coordinator*

- Coordinated and oversaw hospital wide and medical staff QI program. Organized and maintained QI documentation and provided technical assistance on QI projects and data management techniques. Educated new employees, department managers, QI committee members and Board on QI process. Assisted hospital departments in preparation for state licensing survey. Prepared grant proposals for hospital programs as applicable.

**Office of Policy and Legal Analysis, Maine State Legislature, Augusta, ME**

**December 1996-1998**

*Legislative Analyst*

- Staffed the Joint Standing Committee on Business and Economic Development. Drafted legislation, amendments and legislative reports. Conducted policy research in the areas of business, professional and occupational regulation, economic development, health and human services, judiciary, and criminal justice. Prepared and presented policy and budget information for committee's decision making. Provided technical assistance on budgetary, program evaluation and rules review matters

*Researcher*

**October 1992-1996**

- Provided technical support for committees and study commissions of the Maine Legislature. Drafted, reviewed and summarized legislation.

## **EDUCATION**

**Yale School of Medicine, Department of Epidemiology and Public Health, New Haven, CT.** Master's in Public Health, 1992; concentration in Health Policy and Resources

**Trinity College, Burlington, VT.** Bachelor of Science; double concentration in Biology and Psychology, 1990, *Cum Laude*

## **WORK QUALITIES**

- Excellent communication skills
- Highly organized, task-oriented with excellent time management skills
- Strong interpersonal skills and professional demeanor in relating to diverse groups
- Work well independently with minimal supervision
- Sense of humor
- Flexible

# Annika Stanley-Smith



## Experience

**Director of Substance Misuse Prevention** Capital Area Public Health Network *April 2019 – Present*

- Increased funding for regional activities by over \$50,000.
- Studied, planned, and implemented dozens of research-based prevention programs, policies, and practices.
- Directed over 100+ stakeholders from 24 towns and municipalities in writing and implementing annual plans.
- Collected data, reported, and presented outcomes to community stakeholders, peers, and funders on regional efficacy and impact.

**Substance Misuse Prevention Coordinator** Capital Area Public Health Network *October 2014 – April 2019*

- Coordinated with over 100 stakeholders, 13 specialists, 4 state agencies, 8 police departments and 15 non-profits to implement statewide initiatives.
- Planned and executed the education on and distribution of Narcan to 440+ stakeholders.
- Installed and marketed permanent drop boxes in 8 police departments and collected tons of unused prescription drugs.
- Created two volunteer coalitions, wrote strategic prevention plans, and secured \$14,000 for their activities.

**Associate Director of Community Engagement** Granite United Way *May 2014 – October 2014*

- Organized 1,300+ volunteers and 100+ projects for Day of Caring in five different regions of Granite United Way.
- Managed relationships with over 40 partner agencies.
- Hosted 3 “Living United in the Granite State” television shows and 2 radio broadcasts.

**Resource Development and Community Impact Assistant** Granite United Way *March 2012 – May 2014*

- Administered Granite United Way’s internal campaign and increased total giving by 27% with 100% employee participation.
- Aided two supervisors with volunteer management, campaign fundraising, and financial audits.

## Education & Certification

**IC&RC Certified Prevention Specialist (CPS)** New Hampshire Prevention Certification Board *May 2020*

Met standards in knowledge, skills, and professional competencies required for the International Certification & Reciprocity Consortium (IC&RC) prevention specialist exam.

**BS, Industrial-Organizational Psychology** Southern New Hampshire University *July 2014*

Achieved Dean’s List, an academic honor for earning a minimum GPA of 3.5.

**Associate of Liberal Arts, Sociology Minor** Southern New Hampshire University *September 2011*

Earned Associate with Honors, an academic honor for achieving a minimum GPA of 3.5.

## Awards & Honors

**Concord Young Professional of the Year** Greater Concord Chamber of Commerce *June 2021*

**Tom Fox Prevention Scholarship** New Futures *October 2016*

## **JULIE YERKES, ED. M., CPS**

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*JSI, 501 South Street, Bow, New Hampshire 03304 (603) 573-3377*

*julie\_yerkes@jsi.com*

### **EDUCATION**

HARVARD GRADUATE SCHOOL OF EDUCATION, CAMBRIDGE, MA  
*Ed. M. Human Development and Psychology: Risk and Prevention*

MIDDLEBURY COLLEGE, MIDDLEBURY, VT.  
*B.A. English and Italian; Concentration: Secondary Education*

### **EXPERIENCE**

#### **JSI, Boston, Massachusetts**

*Prevention Programs Manager, January 2020 - present*

Provide Substance Misuse Prevention content knowledge and expertise for statewide technical assistance resource center on a variety of substance use prevention projects. Consult on the development, implementation and evaluation of evidence-based policies, programs, and practices in substance misuse prevention services. Direct the Community Engagement for the Partnership@ drugfreeNH, convening stakeholders from across the state to increase substance use prevention communication knowledge, skills, and best practices. Facilitate NH Service to Science, a process through which innovative prevention programs can demonstrate effectiveness and earn the designation of Evidence Base Program. Provide TA to programs seeking Service to Science designation.

#### **NH Teen Institute, Manchester, New Hampshire**

*Parent Education Coordinator, July 2017 – January 2020*

Networked and built relationships with prevention professionals, schools, community groups, and prevention coalitions across New Hampshire. Organized parent education program in each of the 13 regional public health networks. Collected data and engaged in program evaluation as part of program fidelity efforts and outcome tracking. Oversaw management and reporting requirements of state and/or local contracts. Stayed current on ATOD trends, research, and best practices. Presented at state and national conferences. Provided professional development for individuals working with youth.

#### **School of Creative and Performing Arts, New York, New York**

*Associate Director, January 2008 – July 2017*

Identified gaps in services and adjusted systems to meet changing needs of clients and staff. Developed and streamlined systems to increase quality, efficiency, and consistency of programming while minimizing risk. Researched rules, regulations, and best practices and developed educational and training materials for faculty and staff. Developed systems to address student health issues and staff responsiveness. Coordinated operational areas in order to meet the mission of the school and program objectives. Ensured successful high-quality implementation of program across four campuses, focusing on student safety and wellbeing, positive relationship with host universities, and professional satisfaction for staff. Provided technical assistance, training, and advisement to campus directors.

#### **New Hampshire Institute of Politics, Manchester, NH**

*Civic Education Programs Manager, November 2005 – January 2008*

Developed and enhanced school- and community- based prevention programs. Created and implemented professional development opportunities for teachers and school administrators. Worked with individual and groups of students to enhance their leadership skills. Researched, tracked, and monitored trends within state and national prevention and education fields. Represented the NHIOP at state and national meetings and conferences.

#### **The Medical Foundation, Boston, Massachusetts**

*Prevention Specialist Intern, September 2002 – July 2003*

Developed and implemented ATOD and violence prevention curricula in middle and high schools and community health centers in underserved urban communities. Supported student development throughout prevention training program. Facilitated group cohesion and created a respectful community among students from diverse cultural and economic backgrounds. Built relationships with school administrators and faculty in order to successfully integrate youth development programs into the school schedule.



## JULIE YERKES

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*.JSI, 501 South Street 2<sup>nd</sup> floor, Bow, New Hampshire 03304 (603)573-3377 julie\_yerkes@jsi.com*

### **The New England School of English, Cambridge, Massachusetts**

*Teacher of English as a Foreign Language and Assistant Academic Director, May 2000 – August 2005*

Advised students to maximize their learning and achieve academic goals. Led monthly teacher development meetings. Taught intensive English language program for students and professionals representing over 15 countries. Customized curriculum and used various teaching techniques to meet students' individual needs. Promoted understanding and tolerance of diverse abilities, views, and cultures.

### **TRAINING | CERTIFICATIONS**

- ◆ New Hampshire Prevention Certification Board, Concord, New Hampshire  
*Certified Prevention Specialist, 2018—present*
- ◆ Prevention Solutions @ EDC, Waltham, Massachusetts  
*Substance Abuse Prevention Skills Training, Facilitator, 2020*

### **PROFESSIONALS AFFILIATIONS | MEMBERSHIP**

- ◆ New Hampshire Prevention Certification, *Board member, 2020*
- ◆ New England Prevention Technology Transfer Center, Advisory Council member, 2020

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 (2<sup>nd</sup> 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 8<sup>th</sup>- and 9<sup>th</sup>-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

**The Prevention Certification Board of New Hampshire  
Vendor #168487**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Marissa Carlson	President	\$0	0%	\$0
Julie Yerkes	Vice President	\$0	0%	\$0
Carrie McFadden	Treasurer	\$0	0%	\$0
Annika Stanley-Smith	Secretary	\$0	0%	\$0

The board currently consists of 4 volunteer directors which are the key personnel of the board as listed above. Board of Directors are all volunteers and do not take a salary and are not paid.

18  
MAC



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

Lori A. Sibbinette  
Commissioner

Katja S. Fox  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 27, 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 amend an existing contract with The Prevention Certification Board of New Hampshire (VC#168487), Bow, NH for the continued provision of the Prevention Specialist Mentorship Program, by increasing the price limitation by \$12,000 from \$104,307 to \$116,307 and by extending the completion date from June 30, 2021 to June 30, 2022 effective July 1, 2021 or upon Governor and Council approval, whichever is later. 100% Other Funds (Governor's Commission).

The original contract was approved by the Governor and Council on October 7, 2015, item #20A. It was subsequently amended with Governor and Council approval on March 8, 2017, item #21, and amended with Governor and Council approval on March 13, 2019, item #16 and most recently amended with Governor and Council approval on June 10, 2020, item #10.

Funds are anticipated to be available in the following accounts for State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL, PREVENTION SVS (97% Federal Funds/3% General Funds)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2016	102/500731	Contracts for Prog Svc	49156502	\$22,000	\$0	\$22,000
2017	102/500731	Contracts for Prog Svc	49156502	\$22,000	\$0	\$22,000
2018	102/500731	Contracts for Prog Svc	49156502	\$22,000	\$0	\$22,000
2019	102/500731	Contracts for Prog Svc	49157502	\$14,307	\$0	\$14,307
			<b>Subtotal</b>	<b>\$80,307</b>	<b>\$0</b>	<b>\$80,307</b>

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

**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 Budget	Increased (Decreased) Amount	Revised Budget
2020	102/500731	Contracts for Prog Svc	92057502	\$12,000	\$0	\$12,000
2021	102/500731	Contracts for Prog Svc	92057502	\$12,000	\$0	\$12,000
2022	102/500731	Contracts for Prog Svc	92057502	\$0	\$12,000	\$12,000
			<b>Subtotal</b>	<b>\$24,000</b>	<b>\$12,000</b>	<b>\$36,000</b>
			<b>Total</b>	<b>\$104,307</b>	<b>\$12,000</b>	<b>\$116,307</b>

**EXPLANATION**

The purpose of this request is for the continued implementation and oversight of a Prevention Specialist Mentorship Program, which provides professional development opportunities for prevention specialists in New Hampshire of various skill and knowledge levels. The continuation of the contract will provide an opportunity for the Prevention Certification Board to develop a sustainability plan that diversifies their fiscal portfolio and/or attains affiliation with a sponsoring board or organization that provides financial security for the continuation of the program.

Approximately 25 individuals will be served from July 1, 2021 to June 30, 2022.

The Prevention Specialist Mentorship Program will continue to encourage and create the pathway for prevention professionals to learn from each other and gain valuable knowledge and skills by shepherding relationships between seasoned Prevention Specialist professionals and those new to the field.

The Department will monitor contracted services by ensuring the Contractor:

- Increases marketing and recruitment efforts by 10% by June 30, 2021.
- Recruits and retains 20 new prevention professionals to enroll in the Prevention Specialist Mentorship Program by October 1, 2021.
- Ensures 20 Prevention Professionals will become Certified Prevention Specialist by June 30, 2022.

As referenced in Exhibit C-1, Revisions to General Provisions, Section 4 of Amendment #3 of the original contract, the parties have the option to extend the agreement for up to six (6) 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 remaining two (2) years available.

Should the Governor and Council not authorize this request, The Prevention Certification Board of New Hampshire will not be able to continue to provide oversight and implementation of the Prevention Specialist Mentorship Program; which could result in a reduced engagement between professionals seeking to gain, increase, and share knowledge in substance misuse prevention.

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

Area served: Statewide

Source of Funds: 100% Other Funds (Governor Commission Funds)

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

Respectfully submitted,

A handwritten signature in black ink that reads "Lori A. Shibinette for". The signature is written in a cursive, flowing style.

Lori A. Shibinette  
Commissioner

**State of New Hampshire  
Department of Health and Human Services  
Amendment #4**

This Amendment to the Prevention Specialist Certification Board and Mentoring Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Prevention Certification Board of New Hampshire ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 7, 2015, Item #20A, as amended on March 8, 2017, Item #21, and as amended on March 13, 2019, Item # 16, and as amended on June 10, 2020, Item #10, 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, and Exhibit C-1 Revisions to General Provisions, Section 4, 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:  
\$116,307.
3. Modify Exhibit A-2, Amendment #2, Additional Scope of Services, Section 1., Provisions Applicable to All Services, Subsection 1.1 to read:
  - 1.1. This Exhibit A-2, Amendment #2, applies to services provided from July 1, 2019 through June 30, 2022.
4. Modify Exhibit A-2, Amendment #2, Additional Scope of Services, Section 2, Scope of Work, by adding Subsection 2.12. to read:
  - 2.12. The Contractor shall develop and implement a business plan that diversifies its funding and sponsorships in order to sustain the Prevention Certification Specialist Board, as requested by and as approved by the Department.
5. Modify Exhibit A, Scope of Services, Section 4, Deliverables, by adding Subsection 4.5. to read:
  - 4.5. The Contractor shall provide a sustainability plan to the Department no later than 90 days prior to the Completion Date, as approved by the Department.
6. Modify Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment, Section 3, to read:
  3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Amendment #2, Scope of Services and Exhibit A-1, Amendment #2, Additional Scope of Services, in accordance with Exhibit B-1, Budget Sheet through Exhibit B-7 Budget Sheet.
7. Modify Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment, Section 8, to read:
  8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment

The Prevention Certification Board of New Hampshire  
16-DHHS-DCBCS-BDAS-01-A04

Contractor Initials DS  
MEL  
Date 5/17/2021

limited to transfer the funds within the budgets in Exhibit B-1 through Exhibit B-7 budget Sheets and within the price limitation, can be made by written agreement of both parties and be made without obtaining approval of the Governor and Executive Council.

8. Add Exhibit B-7, Amendment #4, Budget Sheet, which is incorporated by reference and attached herein.

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 upon the date of Governor and Executive Council approval, whichever is later.

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

5/18/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Katja Fox*  
\_\_\_\_\_  
Name: Katja Fox  
Title: Director

The Prevention Certification Board of New Hampshire

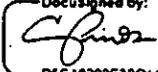
5/17/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Marissa E. Carlson*  
\_\_\_\_\_  
Name: Marissa E. Carlson  
Title: Board President

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

OFFICE OF THE ATTORNEY GENERAL

5/19/2021  
\_\_\_\_\_  
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:

Form B-7

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

Contractor Name: Prevention Certification Board of New Hampshire

Budget Request for: Prevention Certification Board of NH Administration

Budget Period: July 1, 2011 to June 30, 2012 (FY12)

Line Item	Total Program Cost			Contractor Budget			Funds by Detail System		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Personnel									
2. Employee Benefits									
3. Consultants									
4. Equipment									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies									
Equipment									
Lab									
Pharmacy									
Medical									
Office									
6. Travel									
7. Occupancy									
8. Capital Expenses									
Telephone									
Printing									
Expenditures									
Audit and Legal									
Insurance	500.00		500.00				500.00		500.00
9. Scholarships									
10. Information/Computer/Software	800.00		800.00				800.00		800.00
11. Staff Education and Training									
12. Subcontractor Agreements	8,000.00		8,000.00				8,000.00		8,000.00
13. Other (Specify details in remarks)	2,800.00		2,800.00				2,800.00		2,800.00
CARE Meetings									
<b>TOTAL</b>	<b>13,000.00</b>		<b>13,000.00</b>				<b>13,000.00</b>		<b>13,000.00</b>

Indirect As A Percent of Direct 0.0%

MEC  
 5/24/21

MAY 26 '20 AM 11:14 DAS

10 mac



Lori A. Shilbette  
Commissioner

Katja S. Fox  
Director

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

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4331 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 19, 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 exercise a renewal option with the Prevention Certification Board of New Hampshire (Vendor #168487), Bow, NH for the provision of the Prevention Specialist Mentorship Program, by increasing the price limitation by \$12,000 from \$92,307 to \$104,307 and by extending the completion date from June 30, 2020 to June 30, 2021 effective July 1, 2020 or upon Governor and Council approval, whichever is later. The original contract was approved by Governor and Council on October 7, 2015 (Item #20A) and most recently amended with Governor and Council approval on March 13, 2019 (Item #16). 100% Other Funds (Governor Commission Funds).

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-095-092-920510-3380 HEALTH AND HUMAN SERVICES, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2016	102-500731	Contracts for Program Services	49156502	\$22,000	\$0	\$22,000
2017	102-500731	Contracts for Program Services	49156502	\$22,000	\$0	\$22,000
2018	102-500731	Contracts for Program Services	49156502	\$22,000	\$0	\$22,000
2019	102-500731	Contracts for Program Services	49157502	\$14,307	\$0	\$14,307
			<i>Subtotal</i>	<b>\$80,307</b>	<b>\$0</b>	<b>\$80,307</b>

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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**05-095-092-820610-3382 HEALTH AND HUMAN SERVICES, HHS: DIVISION FOR  
BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL SERVICES, GOVERNOR  
COMMISSION FUNDS**

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Budget
2020	102-500731	Contracts for Program Services	49156502	\$12,000	\$0	\$12,000
2021	102-500731	Contracts for Program Services	49156502	\$0	\$12,000	\$12,000
			<b>Subtotal</b>	<b>\$12,000</b>	<b>\$12,000</b>	<b>\$24,000</b>
			<b>Total</b>	<b>\$92,307</b>	<b>\$12,000</b>	<b>\$104,307</b>

**EXPLANATION**

As previously stated, the original contract was approved by Governor and Council on October 7, 2015 (Item #20A). It was then subsequently amended with Governor and Council approval on March 8, 2017 (Item #21), and on March 13, 2019 (Item #16).

The purpose of this request is for the development and implementation of a Prevention Specialist Mentorship Program that is based on core competencies in order to create professional development opportunities for prevention specialists of various skill and knowledge levels.

Approximately 25 prevention specialists seeking certification will be served from July 1, 2020 to June 30, 2021.

The substance misuse prevention field has staff members who will benefit by learning from more skilled and seasoned New Hampshire Prevention Specialist professionals. The Prevention Specialist Mentorship Program is based on a set of core competencies established by the Prevention Specialist Certification Board, in accordance with the International Certification and Reciprocity Consortium. These basic, intermediate and advanced levels of mentorship opportunities enhance the quality of services drug and alcohol prevention and behavioral health specialists provide.

Due to the growing opioid and heroin epidemic in New Hampshire, it is critical that our prevention specialist professionals are prepared to serve as experts in substance misuse prevention. Communities are becoming more aware and depend on these experts for assistance. The Prevention Specialist Mentorship Program will continue to encourage and create the pathway for professionals to learn from each other and gain knowledge and skills that otherwise may take years to develop.

As referenced in Exhibit C-1, Revisions to General Provisions, Section 4, of the original contract, the parties had the option to extend the agreement for up to four (4) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. Three (3) years of renewal were utilized in previous amendments. The

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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Department is exercising its option to renew services for one (1) of the one (1) year available. The program is also requesting two (2) additional years of renewal as part of this amendment.

Should the Governor and Executive Council not authorize this request, the Prevention Specialist Certification Board will not be able to continue to provide oversight to the Prevention Specialist Mentorship Program that could result in a reduced engagement between professionals seeking to gain knowledge in substance misuse prevention.

Area served: Statewide

Source of Funds: 100% Other Funds (Governor Commission 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

File



**New Hampshire Department of Health and Human Services  
Workforce Development for Alcohol & Drug Prevention Providers Contract**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Workforce Development for Alcohol & Drug  
Prevention Providers Contract**

This 3<sup>rd</sup> Amendment to the Workforce Development for Alcohol & Drug Prevention Providers Contract (hereinafter referred to as "Amendment #3") 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 Prevention Certification Board of New Hampshire, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 501 South Street, 2nd Floor, Bow, NH, 03304.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 7, 2015 (Item #20A), as amended on March 8, 2017 (Item #21) and March 13, 2019 (Item #16) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph four (4), 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, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$104,307.
3. Exhibit B – Amendment #2, Methods and Conditions Precedent to Payment, Section 3, to read:
  3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Amendment #2, Scope of Services and Exhibit A-1, Amendment #2, Additional Scope of Services, in accordance with Exhibit B-1, Budget Sheet through Exhibit B-6 Budget Sheet.
4. Exhibit B – Amendment #2, Methods and Conditions Precedent to Payment, Section 8, to read:
  8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budgets in Exhibit B-1 through Exhibit B-6 Budget Sheet 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.
5. Add Exhibit B-6 Amendment #3, Budget Sheet, which is incorporated by reference and attached herein.
6. Exhibit C-1, Revisions to General Provisions, Section 4, to read:
  4. The Department reserves the right to renew the contract for up to six (6) years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

MEC

**New Hampshire Department of Health and Human Services  
Workforce Development for Alcohol & Drug Prevention Providers Contract**



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. This amendment shall be effective July 1, 2020 upon the date of Governor and Executive Council approval, whichever is later.

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

5/24/2020  
Date

  
Name: Ann Landry  
Title: Associate Commissioner

The Prevention Certification Board of New Hampshire

5/15/2020  
Date

  
Name: Marissa E. Carlson  
Title: 5/15/2020

New Hampshire Department of Health and Human Services  
Workforce Development for Alcohol & Drug Prevention Providers Contract



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

OFFICE OF THE ATTORNEY GENERAL

5/21/20  
Date

/s/ Christen Lavers  
Name:  
Title: 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-4, Amendment #3, Budget Sheet

New Hampshire Department of Health and Human Services

Student/Program Name: Prevention Certification Board of NH

Budget Request for: Prevention Certification Board of NH Administration

Budget Period: July 1, 2019- June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by Direct contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	5	-	5	-	-	5	-	-	5
2. Employee Benefits	5	-	5	-	-	5	-	-	5
3. Consultants	5	-	5	-	-	5	-	-	5
4. Equipment	5	-	5	-	-	5	-	-	5
Rental	5	-	5	-	-	5	-	-	5
Repair and Maintenance	5	-	5	-	-	5	-	-	5
Purchase/Depreciation	5	-	5	-	-	5	-	-	5
5. Supplies:	5	-	5	-	-	5	-	-	5
Educational	5	-	5	-	-	5	-	-	5
Lab	5	-	5	-	-	5	-	-	5
Pharmacy	5	-	5	-	-	5	-	-	5
Medical	5	-	5	-	-	5	-	-	5
Office	5	-	5	-	-	5	-	-	5
6. Travel	5	-	5	-	-	5	-	-	5
7. Occupancy	5	-	5	-	-	5	-	-	5
8. Current Expenses	5	-	5	-	-	5	-	-	5
Telephone	5	-	5	-	-	5	-	-	5
Postage	5	-	5	-	-	5	-	-	5
Supplies	5	-	5	-	-	5	-	-	5
Audit and Legal	5	-	5	-	-	5	-	-	5
Insurance	5	1,400.00	1,405.00	-	-	1,405.00	-	-	1,405.00
Board Expenses	5	-	5	-	-	5	-	-	5
Software	5	-	5	-	-	5	-	-	5
19. Marketing/Communications	5	-	5	-	-	5	-	-	5
20. Staff Education and Training	5	-	5	-	-	5	-	-	5
21. Subcontractor/Agreements	5	8,000.00	8,005.00	-	-	8,005.00	-	-	8,005.00
22. Other specific item (mandatory):	5	-	5	-	-	5	-	-	5
ICIRC Annual Meeting	5	2,800.00	2,805.00	-	-	2,805.00	-	-	2,805.00
TOTAL	5	12,000.00	12,005.00	-	-	12,005.00	-	-	12,005.00

Indirect As A Percent of Direct

0.0%

MEC  
 Contractor Initial  
 Date 5/15/2020

16 mac



Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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

119 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 12, 2019

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

**REQUESTED ACTION**

- #1) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to amend an existing agreement with the Prevention Certification Board of New Hampshire (Vendor #168487), 501 South Street 2<sup>nd</sup> Floor, Bow NH 03304, relative to the provision of the Prevention Specialist Mentorship Program, by decreasing the funding for State Fiscal Year 2019 by (\$7,693), thereby reducing the overall price limitation \$88,000 to \$80,307 effective upon Governor and Executive Council approval through June 30, 2019.
- #2) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to exercise a renewal option with the Prevention Certification Board of New Hampshire (Vendor #168487), 501 South Street 2<sup>nd</sup> Floor, Bow NH 03304, relative to the provision of the Prevention Specialist Mentorship Program, by increasing the funding for State Fiscal Year 2020 by \$12,000, thereby increasing the overall price limitation from \$80,307 to \$92,307 and extending the completion date from June 30, 2019 to June 30, 2020, effective upon Governor and Executive Council approval.

The Governor and Executive Council approved the original contract on October 7, 2015 (Item #20A) and amendment on March 8, 2017 (Item #21). 85.10% Federal Funds, 13.00% Other Funds and 1.90% General Funds.

Actions 1 and 2 will result in an increase in the overall price limitation by \$4,307 from \$88,000 to \$92,307.

Funds are available in the following account for State Fiscal Year 2020 upon availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-095-092-920510-3380 HEALTH AND HUMAN SERVICES, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES

Fiscal Year	Class. Object	Activity Code	Class Title	Current Budget	Increase/ (Decrease)	Modified Budget
2016	102-500731	49156502	Contracts for Program Services	\$22,000	\$0	\$22,000

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

2017	102-500731	49156502	Contracts for Program Services	\$22,000	\$0	\$22,000
2018	102-500731	49156502	Contracts for Program Services	\$22,000	\$0	\$22,000
2019	102-500731	49157502	Contracts for Program Services	\$22,000	(\$7,693)	\$14,307
			Sub-Total	\$88,000	(\$7,693)	\$80,307

**05-095-092-920510-3382 HEALTH AND HUMAN SERVICES, HMS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL SERVICES, GOVERNOR COMMISSION FUNDS**

Fiscal Year	Class/ Object	Activity Code	Class Title	Current Budget	Increase/ (Decrease)	Modified Budget
2020	102-500731	49156502	Contracts for Program Services	\$0	\$12,000	\$12,000
			Sub-Total	\$0	\$12,000	\$12,000
			Total Contract:	\$88,000	\$4,307	\$92,307

**EXPLANATION.**

The purpose of this amendment is to reduce the funding to the Prevention Certification Board due to a shortfall in the federal Substance Abuse Block Grant Funding grant for State Fiscal Year 2019 by \$7,693 while extending the contract completion date to June 30, 2020 utilizing funding in the amount of \$12,000 provided by the Governor's Commission on Alcohol and Other Drugs.

The substance misuse prevention field has staff members who will benefit by learning from more skilled and seasoned New Hampshire Prevention Specialist professionals. The Prevention Specialist Mentorship Program is based on a set of core competencies established by the Prevention Specialist Certification Board, in accordance with the International Certification & Reciprocity Consortium. These basic, intermediate and advanced levels of mentorship opportunities enhance the quality of services drug and alcohol prevention and behavioral health specialists provide.

Due to the growing opioid and heroin epidemic in New Hampshire, it is critical that our prevention specialist professionals are prepared to serve as experts in substance misuse prevention. Communities are becoming more aware and depend on these experts for assistance. The Prevention Specialist Mentorship Program will continue to encourage and create the pathway for professionals to learn from each other and gain knowledge and skills that otherwise may take years to develop.

Approximately 25 prevention specialists seeking certification will be served from July 1, 2018 through June 30, 2020.

Should the Governor and Executive Council not authorize this request, the Prevention Specialist Certification Board will not be able to continue to provide oversight to the Prevention

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

Specialist Mentorship Program that could result in a reduced engagement between professionals seeking to gain knowledge in substance misuse prevention.

Area served: Statewide

Source of funds: 85.10% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, Catalog of Federal Domestic Assistance #93.959, Federal Award Identification Number T1010035, 13.00% Other funds from Governor's Commission and 1.90% State General Funds.

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

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health and Human Services  
Workforce Development for Alcohol & Drug Prevention Providers Contract**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the Workforce Development for Alcohol & Drug Prevention Providers  
Contract**

This 2<sup>nd</sup> Amendment to the Workforce Development for Alcohol & Drug Prevention Providers contract (hereinafter referred to as "Amendment #2") dated this 18<sup>th</sup> day of July, 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 Prevention Certification Board of New Hampshire, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 501 South Street, 2<sup>nd</sup> Floor, Bow, NH, 03304.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 7, 2015 (Item #20A), as amended on March 8, 2017 (Item # 21), 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, price limitation 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 extend the term of the agreement, increase the price limitation, and modify the scope of services to reflect reduced Prevention Mentorship Program 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:  
\$92,307.
3. Form P-37, General Provisions, Block 1.6, Account Number, to read:  
05-95-49-491510-2988-102-500731 and 05-95-92-920510-3382.
4. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White., Director.
5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
6. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A-1, Amendment #2, Scope of Services.
7. Add Exhibit A-2, Amendment #2, Additional Scope of Services.
8. Delete Exhibit B, Method and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #2; Method and Conditions Precedent to Payment.
9. Delete Exhibit B-4, Budget, in its entirety and replace with Exhibit B-4, Amendment #2.



**New Hampshire Department of Health and Human Services  
Workforce Development for Alcohol & Drug Prevention Providers Contract**

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10. Add Exhibit B-5, Amendment #2, Budget Sheet.
11. Add Exhibit K, DHHS Information Security Requirements.



**New Hampshire Department of Health and Human Services  
Workforce Development for Alcohol & Drug Prevention Providers 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

2/15/19  
Date

[Signature]  
Katja S. Fox  
Director

The Prevention Certification Board of New Hampshire

2-7-19  
Date

[Signature]  
Name: Donna Arias  
Title: Board President

Acknowledgement of Contractor's signature:

State of New Hampshire County of Hillsborough on 2/7/19, 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.

Elizabeth Harrison  
Signature of Notary Public or Justice of the Peace

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

My Commission Expires: July 19, 2022





**New Hampshire Department of Health and Human Services  
Workforce Development for Alcohol & Drug Prevention Providers Contract**

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

OFFICE OF THE ATTORNEY GENERAL

2/24/2019  
Date

Name: Nancy J. Smith  
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:

New Hampshire Department of Health and Human Services  
Workforce Development for Drug & Alcohol Prevention Providers  
Exhibit A-1, Amendment #2



**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. This Exhibit A-1, Amendment #2, applies to services provided from October 7, 2015 through June 30, 2019.
- 1.2. The Contractor shall provide services in this contract with a focus on developing, coordinating and administering an internationally recognized certification procedure for alcohol, tobacco, and other drug prevention practitioners.
- 1.3. Funding for this contract is dependent upon meeting the requirements of Synar compliance for the Substance Abuse Mental Health Services Administration (SAMHSA) block grant.
- 1.4. 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 with ten (10) business days of the contract effective date.
- 1.5. All services provided by the Contractor shall be subject to the most current proposed or formalized rules and regulations promulgated by the Bureau of Drug and Alcohol Services (BDAS) pursuant to RSA 541-A.

**2. Scope of Work**

- 2.1. The Contractor shall maintain an affiliation/membership with the International Certification & Reciprocity Consortium (IC&RC) and provide a current Prevention Board organizational chart and members list to the Department that includes, but is not limited to:
  - 2.1.1. Board of Directors.
  - 2.1.2. Certification Board.
  - 2.1.3. Education Committee.
- 2.2. The Contractor shall review and approve or reject Prevention Practitioner Certification applications. The Contractor shall:
  - 2.2.1. Maintain applicant records and continuing education credentials/credits.
  - 2.2.2. Safeguard the confidentiality and privacy of applicant and continuing education certification or recertification records maintained as required by state and federal laws.
  - 2.2.3. Ensure oversight of the prevention certification process in affiliation with the International Certification & Reciprocity Consortium (IC & RC).
  - 2.2.4. Ensure the applicants' knowledge, skills and abilities conform to IC&RC standards set in Prevention Performance Domains and educational disciplines. The Contractor shall:
    - 2.2.4.1. Determine prevention certification application fees.
    - 2.2.4.2. Collect initial and renewal application fees.
    - 2.2.4.3. Administer the appropriate written examination to initial applicants, as approved by the IC & RC.

*[Signature]*  
2-7-19

New Hampshire Department of Health and Human Services  
Workforce Development for Drug & Alcohol Prevention Providers  
Exhibit A-1, Amendment #2



- 2.2.4.4. Ensure applicants seeking recertification every two (2) years have completed a minimum of forty (40) hours of continuing education in prevention services.
- 2.3. The Contractor shall seek to expand the number of certified prevention professionals in New Hampshire, by conducting activities that include but are not limited to:
  - 2.3.1. Communicating the benefits of the designation, Certified Prevention Specialist, by increasing marketing efforts to reach a broad base of professionals.
  - 2.3.2. Ensuring all written and electronic materials distributed to the broad base of professionals in Section 2.3.1 include the Bureau of Drug and Alcohol services logo and link to Bureau's website.
- 2.4. The Contractor shall provide information regarding IC&RC approved trainings that meet specific certification competencies, and privacy and confidentiality training consistent with all federal and state laws, to prevention specialists seeking additional information on resources and training opportunities as appropriate. The Contractor shall:
  - 2.4.1. Maintain current documents related to the certification processes on the NH Prevention Certification website and through regular communications via email-listserv.
  - 2.4.2. Develop and post a webinar on the Prevention Certification website to include information on standards and processes to obtain credentials in order to attain certification as a prevention specialist in NH.
  - 2.4.3. Contractor agrees that if using social media or a website to solicit information of individuals, or DHHS data, the Contractor shall work with the DHHS Communications Bureau to ensure that any website meets all NH DoIT website and social media requirements and or policies and that any protected health information (PHI), personal information (PI), or other confidential information solicited either by social media or the website, shall not be maintained, stored or captured or further disclosed except as expressly provided in the contract. Unless specifically required by the contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.
  - 2.4.4. Maintain an affiliation with the IC&RC by ensuring a NH Prevention Certification Board member and/or administrator attends a minimum of one (1) IC&RC semiannual meeting per year in order to update the Department and the prevention workforce of any changes in the prevention field and to ensure NH certification standards and processes align with the IC&RC.
  - 2.4.5. Collaborate with the NH Prevention Workforce Development Contractor, Training and Technical Assistance vendors to determine acceptable credentialing trainings and appropriate credits.
- 2.5. The Contractor shall provide a Drug and Alcohol Prevention Specialist Mentorship Program, that includes, but is not limited to:

*DA*

2-7-19

**New Hampshire Department of Health and Human Services  
Workforce Development for Drug & Alcohol Prevention Providers  
Exhibit A-1, Amendment #2**



- 2.5.1. A research component to determine professional development needs and opportunities.
- 2.5.2. Identification of current evidenced-based professional mentoring programs that can be used as models.
- 2.5.3. Provision of professional development needs and opportunities to the Department with evidenced-based mentoring programs that can be used as models.
- 2.6. The Contractor shall engage stakeholders to participate in technical assistance and training activities that will meet the needs of the mentorship program, through:
  - 2.6.1. On-line platforms
  - 2.6.2. Contact lists.
  - 2.6.3. Provider's Association mailing list.
  - 2.6.4. Partnership for Success grantee mailing list.
  - 2.6.5. Regional public health networks membership lists.
- 2.7. The Contractor shall utilize topical mentorships that are facilitated by skilled trainers in groups or workshops. The Contractor shall:
  - 2.7.1. Work with partners to locate additional space for meetings or trainings, when necessary.
  - 2.7.2. Conduct registration through an online platform approved by the Department.
  - 2.7.3. Process and track registration.
  - 2.7.4. Print, copy, and distribute mentorship printed materials.
- 2.8. The Contractor shall have mentorship opportunities and information accessible online and by hard copy. Online program materials must align with information available on websites identified by the Department.
- 2.9. The Contractor shall implement a mentorship program that supports short and long range goals established by mentees and mentors. The Contractor shall ensure:
  - 2.9.1. Both topical and individual mentorships are available to meet the needs of drug and alcohol prevention specialist professionals who are seeking basic, intermediate or advanced mentorship opportunities.
  - 2.9.2. The mentorship program increases retention in the prevention specialist professional fields.
- 2.10. The Contractor's mentorship program plan shall include:
  - 2.10.1. A comprehensive orientation to guide mentors and mentees through the program.
  - 2.10.2. Program requirements of goal setting with measurable outcomes for participants.
  - 2.10.3. A process to match mentors and mentees.
  - 2.10.4. Evaluation tools for mentors and mentees.
  - 2.10.5. Incentives for both mentees and mentors, which shall include, but not be limited to Six (6) Continuing Education Units (CEUs) toward individual certification as prevention professional.

*DA*  
2-7-19

New Hampshire Department of Health and Human Services  
Workforce Development for Drug & Alcohol Prevention Providers  
Exhibit A-1, Amendment #2



- 2.11. The Contractor shall maintain ongoing communication and collaboration with the Department and other stakeholders both formally and informally. The Contractor shall:
- 2.11.1. Provide any proposed changes to the mentorship plan to the Department for approval prior to implementation of a revised mentorship program.
  - 2.11.2. Provide an outreach plan for additional outreach to potential mentors and mentees that shall be implemented, if the Department approved plan in Section 2.11.1 does not produce a sufficient number of mentors or mentees to execute a mentorship plan.

**3. Reporting Requirements**

- 3.1. The Contractor shall provide quarterly reports, post-implementation of the approved mentorship program, indicating:
- 3.1.1. The number of applications for certification received for prevention certification and further credentialing and actions taken on each type of application.
  - 3.1.2. A list of current training activities approved for credentialing.
  - 3.1.3. The number and type of marketing venues used to increase number of certified prevention professionals in NH
  - 3.1.4. The number of topical mentorships offered.
  - 3.1.5. The number of mentor/mentee matches
  - 3.1.6. The number of requests for mentorship opportunities received.
  - 3.1.7. A sample of completed mentor and mentee program evaluations conducted at the conclusion of mentorships.
  - 3.1.8. Evaluation results for both workforce assessment and mentoring scope of work

- 3.2. The Contractor shall submit an invoice on a monthly basis that must be received by the Department on the 21<sup>st</sup> business day of the previous month.

**4. Deliverables**

- 4.1. The Contractor shall provide proof of IC&RC membership to the Department no later than thirty (30) days from the contract effective date and yearly thereafter.
- 4.2. The Contractor shall provide an updated stakeholder communications plan to the Department no later than sixty (60) days from the contract effective date.
- 4.3. The Contractor shall provide a final evidenced based professional mentorship plan to the Department for approval within sixty (60) days of the contract effective date.
- 4.4. The Contractor shall provide quarterly reports as referenced in Section 3.1 to the Department no later than the twenty first business day after each quarter.

Handwritten initials and date: [Signature] 2-7-19

New Hampshire Department of Health and Human Services  
Workforce Development for Drug & Alcohol Prevention Providers  
Exhibit A-2, Amendment #2



**Additional Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. This Exhibit A-2, Amendment #2, applies to services provided from July 1, 2019 through June 30, 2020.
- 1.2. The Contractor shall provide services in this contract with a focus on developing, coordinating and administering an internationally recognized certification procedure for alcohol, tobacco, and other drug prevention practitioners.
- 1.3. 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 with ten (10) business days of the contract effective date.
- 1.4. All services provided by the Contractor shall be subject to the most current proposed or formalized rules and regulations promulgated by the Bureau of Drug and Alcohol Services (BDAS) pursuant to RSA 541-A.

**2. Scope of Work**

- 2.1. The Contractor shall maintain an affiliation/membership with the International Certification & Reciprocity Consortium (IC&RC) and provide a current Prevention Board organizational chart and members list to the Department that includes, but is not limited to:
  - 2.1.1. Board of Directors.
  - 2.1.2. Certification Board.
  - 2.1.3. Education Committee.
- 2.2. The Contractor shall review and approve or reject Prevention Practitioner Certification applications. The Contractor shall:
  - 2.2.1. Maintain applicant records and continuing education credentials/credits.
  - 2.2.2. Safeguard the confidentiality and privacy of applicant and continuing education certification or recertification records maintained as required by state and federal laws.
  - 2.2.3. Ensure oversight of the prevention certification process in affiliation with the International Certification & Reciprocity Consortium (IC & RC).
  - 2.2.4. Ensure the applicants' knowledge, skills and abilities conform to IC&RC standards set in Prevention Performance Domains and educational disciplines. The Contractor shall:
    - 2.2.4.1. Determine prevention certification application fees.
    - 2.2.4.2. Collect initial and renewal application fees.
    - 2.2.4.3. Administer the appropriate written examination to initial applicants, as approved by the IC & RC.

**New Hampshire Department of Health and Human Services  
Workforce Development for Drug & Alcohol Prevention Providers  
Exhibit A-2, Amendment #2**



- 2.2.4.4. Ensure applicants seeking recertification every two (2) years have completed a minimum of forty (40) hours of continuing education in prevention services.
- 2.3. The Contractor shall seek to expand the number of certified prevention professionals in New Hampshire, by conducting activities that include but are not limited to:
- 2.3.1. Communicating the benefits of the designation, Certified Prevention Specialist, by increasing marketing efforts to reach a broad base of professionals.
  - 2.3.2. Ensuring all written and electronic materials distributed to the broad base of professionals in Section 2.3.1 include the Bureau of Drug and Alcohol services logo and link to Bureau's website.
- 2.4. The Contractor shall provide information regarding ICRA approved trainings that meet specific certification competencies, and privacy and confidentiality training consistent with all federal and state laws, to prevention specialists seeking additional information on resources and training opportunities as appropriate. The Contractor shall:
- 2.4.1. Maintain current documents related to the certification processes on the NH Prevention Certification website and through regular communications via email listserv.
  - 2.4.2. Develop and post a webinar on the Prevention Certification website to include information on standards and processes to obtain credentials in order to attain certification as a prevention specialist in NH.
  - 2.4.3. Contractor agrees that if using social media or a website to solicit information of individuals, or DHHS data, the Contractor shall work with the DHHS Communications Bureau to ensure that any website meets all NH DoIT website and social media requirements and/or policies and that any protected health information (PHI), personal information (PI), or other confidential information solicited either by social media or the website, shall not be maintained, stored or captured or further disclosed except as expressly provided in the contract. Unless specifically required by the contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.
  - 2.4.4. Maintain an affiliation with the IC&RC by ensuring a NH Prevention Certification Board member and/or administrator attends a minimum of one (1) IC&RC semiannual meeting per year in order to update the Department and the prevention workforce of any changes in the prevention field and to ensure NH certification standards and processes align with the IC&RC.
  - 2.4.5. Collaborate with the NH Prevention Workforce Development Contractor, Training and Technical Assistance vendors to determine acceptable credentialing trainings and appropriate credits.

New Hampshire Department of Health and Human Services  
Workforce Development for Drug & Alcohol Prevention Providers  
Exhibit A-2, Amendment #2



**3. Reporting Requirements**

- 3.1. The Contractor shall provide quarterly evaluation results for workforce assessment scope of work.
- 3.2. The Contractor shall submit an invoice on a monthly basis that must be received by the Department on the 21<sup>st</sup> business day of the previous month.

**4. Deliverables**

- 4.1. The Contractor shall provide proof of IC&RC membership to the Department no later than thirty (30) days from the contract effective date and yearly thereafter.
- 4.2. The Contractor shall provide an updated stakeholder communications plan to the Department no later than sixty (60) days from the contract effective date.
- 4.3. The Contractor shall provide quarterly reports as referenced in Section 3.1 to the Department no later than the twenty first business day after each quarter.

DA  
Date 2-7-19

New Hampshire Department of Health and Human Services  
Workforce Development for Alcohol & Drug Prevention Providers



Exhibit B, Amendment #2

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A-1, Amendment #2, Scope of Services and Exhibit A-2, Amendment #2, Additional Scope of Services.
2. This contract is funded with general funds, other funds from the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery as well as Catalog of Federal Domestic Assistance (CFDA) (<https://www.cfda.gov>) #93.959 US Department of Health & Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant.
3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Amendment #2, Scope of Services and Exhibit A-1, Amendment #2, Additional Scope of Services, in accordance with Exhibit B-1, Budget Sheet through Exhibit B-5 Budget Sheet.
4. The Contractor shall not use or apply contract funds for capital additions or improvements, entertainment costs, or any other costs not approved by the Department.
5. Payment for said services shall be made as follows:
  - 5.1. The Contractor shall submit an invoice and monthly reports described in Exhibit A, Amendment #2, Section 4, and Exhibit A-1, Amendment #2, Additional Scope of Services, Reports, by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 5.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 5.3. The invoice must be submitted by mail or e-mail to:

Laurie Heath, Financial Manager,  
Department of Health and Human Services, BDAS  
105 Pleasant Street  
Concord, NH 03301  
[Laurie.Heath@dhhs.nh.gov](mailto:Laurie.Heath@dhhs.nh.gov).
6. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
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 budgets in Exhibit B-1 through Exhibit B-5 Budget Sheet 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.



Subpart 5-6, Amendment 02, Budget Sheet

New Temporary Supervisors of House and Health Services									
Budget/Project Name: Prevention Certification Board of MI									
Budget Request for: Prevention Certification Board of MI Administration									
Budget Period: July 1, 2016 - June 30, 2017									
Line Item	Agency	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23
1	...								
2	...								
3	...								
4	...								
5	...								
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97	...								
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TOTAL	...	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000

Prevention Certification Board  
 60700-0000-0000-01  
 Letter 5-6, Amendment 02, Budget Sheet

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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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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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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]*  
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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.).

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**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 Department's 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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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 the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. 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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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 and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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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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 Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

*DA*

*2-7-19*

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mac



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

Jeffrey A. Meyers  
Commissioner

Katja S. Fos  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9200 1-800-852-3346 Ext. 9200  
Fax: 603-271-9200 TDD Access: 1-800-735-2964

January 3, 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, Bureau of Drug and Alcohol Services, to amend an existing agreement with the Prevention Certification Board of New Hampshire (Vendor #168487), 501 South Street 2<sup>nd</sup> Floor, Bow NH 03304, for the provision of implementing a Prevention Specialist Mentorship Program, by increasing the price limitation by \$44,000 from \$44,000 to \$88,000 and extending the contract completion date from June 30, 2017 to June 30, 2019 effective July 1, 2017, upon Governor and Executive Council approval, whichever is later. The original contract was approved by the Governor and Executive Council on October 7, 2015 (item #20A), 98% Federal Funds and 2% General Funds.

Funds to support this request are anticipated to be available in State Fiscal Years 2018 and 2019 upon availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

**05-095-092-920510-3380 HEALTH AND HUMAN SERVICES, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES**

Fiscal Year	Class/ Object.	Activity Code	Class Title	Current Budget	Increase/ (Decrease)	Modified Budget
2016	102-500731	49156502	Contracts for Program Services	\$22,000	0	\$22,000
2017	102-500731	49156502	Contracts for Program Services	\$22,000	0	\$22,000
2018	102-500731	49156502	Contracts for Program Services	0	\$22,000	\$22,000
2019	102-500731	49156502	Contracts for Program Services	0	\$22,000	\$22,000
<b>Totals:</b>				<b>\$44,000</b>	<b>\$44,000</b>	<b>\$88,000</b>

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

### EXPLANATION

The purpose of this amendment is to renew contract services for the Prevention Specialist Mentorship Program. The amended agreement does not include additional scope of work. In year one (1) of the original contract, the implementation was delayed by a couple months to allow time to establish a committee to review substance misuse prevention workforce assessments from other states for the development of New Hampshire's assessment. Once developed, the New Hampshire substance misuse prevention workforce assessment was implemented and the results were analyzed to develop the mentorship program.

New professionals are being matched to seasoned certified substance misuse prevention mentors. The goal is to start with five (5) pairs of matched mentors/mentees for a one (1) year commitment. After the first year, there will be an evaluation of the first-year mentors/mentees that have gone through the program. Based on the evaluation results, there will be refinements made to the mentorship program with the intent of identifying more mentees and mentors and continuing this mentorship practice in New Hampshire.

The substance misuse prevention field has many new professionals that will greatly benefit from more skilled and seasoned New Hampshire Prevention Specialist professionals. The Prevention Specialist Mentorship Program is based on a set of core competencies set by the Prevention Specialist Certification, in accordance with the International Certification & Reciprocity Consortium. These basic, intermediate and advanced levels of mentorship opportunities will enhance the quality of services drug and alcohol prevention and behavioral health specialists provide.

Due to the growing opioid and heroin epidemic in New Hampshire, it is critical our prevention specialist professionals are prepared to serve as experts in substance misuse prevention. Communities are becoming more aware and depend on these professionals to help lead the way. The Prevention Specialist Mentorship Program encourages and creates the pathway for professionals to learn from each other and gain knowledge and skills that otherwise may take years.

The original agreement contains language that allows the Department to renew the contract for up to four (4) years, subject to satisfactory performance, continued availability of funds and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, Prevention Specialists may not have access to the basic, intermediate and advanced levels of mentorship opportunities which enhance the quality of services drug and alcohol prevention and behavioral health professionals provide within the State.

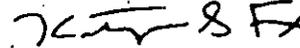
Area served: Statewide

Source of funds: 98% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, Catalog of Federal Domestic Assistance #93.959, Federal Award Identification Number TI010035-16, and 2% State General Funds.

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

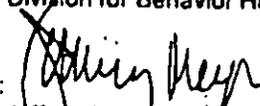
In the event that Federal Funds become no longer available, General Funds will not be requested to support this request.

Respectfully submitted,



Kalja S. Fox  
Director  
Division for Behavior Health

Approved:



Jeffrey A. Meyers  
Commissioner



**Workforce Development for Alcohol & Drug Prevention Providers**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Workforce Development for Alcohol & Drug Prevention Providers Contract**

This 1st Amendment to the Workforce Development for Alcohol & Drug Prevention Providers contract (hereinafter referred to as "Amendment #1") dated this October 24th of 2016, 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 Prevention Certification Board of New Hampshire (hereinafter referred to as "The Contractor"), a nonprofit corporation with a place of business at 501 South Street, 2<sup>nd</sup> Floor, Bow, NH, 03304.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 7, 2015 (item #20A), 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 the Form P-37 General Provisions, Paragraph 18 and Exhibit C-1 Paragraph 4, Revisions to General Provisions, the State may renew the contract for up to four (4) additional years by written agreement of the parties, continued availability of funds, satisfactory performance of contracted services and approval of the Governor and Executive Council.

WHEREAS the parties agree to extend the Contract for two (2) years and increase the Price Limitation.

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

1. Form P-37, General Provisions, block 1.7, Completion Date, to read:  
June 30, 2019
2. Form P-37, General Provisions, block 1.8, Price Limitation, to read:  
\$88,000
3. Add Exhibit B-3, Amendment #1
4. Add Exhibit B-4, Amendment #1



**Workforce Development for Alcohol & Drug Prevention Providers**

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

1/4/17  
Date

[Signature]  
Katie S. Fox  
Director  
Bureau for Behavioral Health

The Prevention Certification  
Board of New Hampshire

10/31/16  
Date

[Signature]  
Name: Dome Arias  
Title: President

**Acknowledgement:**

State of New Hampshire, County of Merrimack on 10/31/16, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

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

LISA M. BRYSON, Notary Public  
My Commission Expires September 3, 2019



**Workforce Development for Alcohol & Drug Prevention Providers**

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

**OFFICE OF THE ATTORNEY GENERAL**

2/17/17  
Date

[Signature]  
Name: [Signature]  
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:

Form B-1, Amendment #1

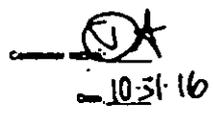
**New Hampshire Department of Health and Human Services**  
**COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Division/Program Name: **Prevention Certification Board of New Hampshire**

Budget Request for: **Workforce Development Membership Program**

Budget Period: **July 1, 2017 - June 30, 2018**

Line Item	Total Program Cost			Continuation from FY2016			Added by 0248 request above		
	2017	2018	Total	2017	2018	Total	2017	2018	Total
1. Total Membership									
2. Program Support									
3. Personnel									
4. Materials									
5. Travel									
6. Printing and Reproduction									
7. Office Supplies									
8. Other									
9. Total									
10. Contingency									
11. Grand Total									
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13. Other Funds for priority:									
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 Date: 10-31-16



Nicholas A. Toposos  
Commissioner

Kathleen Deane  
Associate Commissioner

SEP 29 '15 AM 11:05 DAS

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

*Bureau of Drug and Alcohol Services*

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-4738 1-800-804-0909  
Fax: 603-271-4103 TDD Access: 1-800-715-2966 www.dhhs.nh.gov

July 16, 2015

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services to enter into an agreement with The Prevention Certification Board of New Hampshire (Vendor Code #168487-8001) 501 South Street, Second Floor, Bow, NH 03304 for the provision of the development and implementation of a Prevention Specialist Mentorship Program, in an amount not to exceed \$44,000, effective upon Governor and Executive Council approval through June 30, 2017. 100% Federal Funding.

Funds to support this request are available in the following account in State Fiscal Year 2016 pending legislative approval of the next biennial budget and anticipated to be available in State Fiscal Year 2017 upon availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

**05-95-49-491810-2888-102-500731 DEPT. OF HEALTH AND HUMAN SERVICES, HMS: DIVISION OF COMMUNITY BASED CARE SERVICES, BUREAU OF DRUG AND ALCOHOL SERVICES; PREVENTION SERVICES**

Fiscal Year	Class	Title	Activity Code	Amount
2016	102-500731	Contract for Program Scvs	49158502	\$22,000
2017	102-500731	Contract for Program Scvs	49158502	\$22,000
<b>Total:</b>				<b>\$44,000</b>

**EXPLANATION**

The purpose of this agreement is to provide the development and implementation of a Prevention Specialist Mentorship Program that is based on core competencies in order to create professional development opportunities for prevention specialists of various skill and knowledge levels. These basic, intermediate and advanced levels of mentorship opportunities will enhance the quality of services drug and alcohol prevention and behavioral health specialists provide to ensure professionals are prepared, knowledgeable, and ready to meet the demands for the continually changing behavioral health field.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
Page 2 of 2

Prevention services are in a more dominate role as a result of the changes in state and federal laws. A well-trained workforce is the foundation for an effective service delivery system. A professional mentoring program will strengthen the newer prevention professionals skills through the guidance from more seasoned prevention professionals.

The Department of Health and Human Services solicited proposals for of the development and implementation of a Prevention Specialist Mentorship Program through the Request for Proposal process. A Request for Proposals was posted to the Department's website on March 17, 2015 through April 24, 2015. One (1) proposal was received. A group of individuals with program specific knowledge reviewed the proposal. The Prevention Certification Board of New Hampshire was chosen to receive funding.

This agreement contains renewal language that allows the Department to renew the contract for up to four (4) years, subject to satisfactory performance, continued availability of funds and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, Prevention Specialists may not have access to the basic, intermediate and advanced levels of mentorship opportunities which enhance the quality of services drug and alcohol prevention and behavioral health professionals provide within the State.

Area Served: Statewide

Source of Funds: 100% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, Catalog of Federal Domestic Assistance #93.859, Federal Award Identification Number T1010035-15

In the event that the federal funds become no longer available, no further general funds will be requested to support this contract.

Respectfully submitted,



Kathleen Dunn  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner



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

Workforce Development for Alcohol  
and Drug Prevention Providers

RFP Name

16-DHHS-DCBCS-80AS-01

RFP Number

Bidder Name

The Prevention Certification Board of NH c/o  
Community Health Institute

Pass/Fail	Maximum Points	Actual Points
	278	278

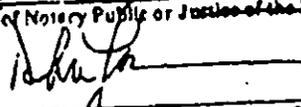
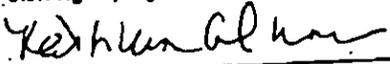
Reviewer Names

1. Michele Harton, Administrator of Community Mental Health Services
2. Rhonda Seigel, Administrator II
3. Susan Morrison, Health Promotion Advisor
4. Margaret Merrill, Program Specialist II
5. Linda Colby, Business Administrator III
6. Angie Stafdas, Accountant II

FORM NUMBER P-37 (version 1/09)

Subject: Workforce Development for Alcohol & Drug Prevention Providers

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

<b>1. IDENTIFICATION.</b>		<b>1.2 State Agency Address</b>	
<b>1.1 State Agency Name</b> Department of Health & Human Services		129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> The Prevention Certification Board of NH		<b>1.4 Contractor Address</b> 501 South Street 2 <sup>nd</sup> FL Bow, NH 03304	
<b>1.5 Contractor Phone Number</b> (603) 573-3371	<b>1.6 Account Number</b> 05-95-49-491510-2988-102-500731	<b>1.7 Completion Date</b> June 30, 2017	<b>1.8 Price Limitation</b> \$44,000
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borin		<b>1.10 State Agency Telephone Number</b> (603) 271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Donna Arias, President	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Merriam</u> On <u>7/14/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  (Seal)			
<b>1.13.2 Name:</b> <u>Robert L. Lewis</u> , Notary Public My Commission Expires <u>October 16, 2018</u>			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Kathleen A. Dunn Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  <u>Megan A. Kelly</u> On: <u>9/14/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

**7. PERSONNEL:**

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, contents, 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/DELEGATIONS/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials:   
Date: 7/14/13

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



New Hampshire Department of Health and Human Services  
Workforce Development for Drug & Alcohol Prevention Providers

## Exhibit A Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. All services in this contract are to be conducted with a focus on developing, coordinating and administering an internationally recognized certification procedure for alcohol, tobacco and other drug prevention practitioners.
- 1.2. Funding for this contract is dependent upon meeting the requirements of Synar compliance for the Substance Abuse Mental Health Services Administration (SAMHSA) block grant.
- 1.3. 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 with ten (10) business days of the contract effective date.
- 1.4. All services provided by the Contractor shall be subject to the most current proposed or formalized rules and regulations promulgated by the Bureau of Drug and Alcohol Services (BDAS) pursuant to RSA 541-A.

### 2. Scope of Work

- 2.1. The Contractor shall design and implement a Department-approved survey to assess skills, knowledge and abilities of the current drug and alcohol prevention and behavioral health workforce based on a set of core competencies established by:
  - 2.1.1. The International Certification, Reciprocity Consortium (IC&RC).
  - 2.1.2. Prevention Certification Specialist standards.
  - 2.1.3. Substance Abuse and Mental Health Services Administration's (SAMHSA) behavioral health lens (<http://caplus.samhsa.gov/prevention-practice/prevention-and-behavioral-health/behavioral-health-lens-prevention/1>).

- 2.2. The Contractor shall meet with the Department to present the survey design for approval prior to implementation.
- 2.3. The Contractor shall complete a work plan within four (4) months of evaluating the alcohol and drug prevention workforce assessment. The work plan shall include, but not be limited to, the following components:
  - 2.3.1. Describe the areas of need.
  - 2.3.2. Identify objectives to meet the need.
  - 2.3.3. Identify partners that will be engaged to meet the objectives.
  - 2.3.4. Include a timeline for meeting the objectives, which includes expected outcomes and/or milestones.

New Hampshire Department of Health and Human Services  
Workforce Development for Drug & Alcohol Prevention Providers



- 2.4. The Contractor shall develop a Drug and Alcohol Prevention Specialist Mentorship Program that includes, but is not limited to:
  - 2.4.1. A research component to determine professional development needs and opportunities.
  - 2.4.2. Identification of current evidenced-based professional mentoring programs that can be used as models.
  - 2.4.3. Presenting professional development needs and opportunities to the Department with evidenced-based mentoring programs that can be used as models.
- 2.5. The Contractor shall present an evidenced-based professional mentoring program to the Department for approval prior to implementation of the mentoring program.
- 2.6. The Contractor shall engage stakeholders to participate in technical assistance and training activities that will meet the needs of the mentorship program, through:
  - 2.6.1. On-line platform (Constant Contact).
  - 2.6.2. Contact lists.
  - 2.6.3. Provider's Association mailing list.
  - 2.6.4. Partnership for Success grantees mailing list.
  - 2.6.5. Regional public health networks membership lists.
- 2.7. The Contractor shall utilize topical mentorships that are facilitated by skilled trainers in groups or workshops. The Contractor shall:
  - 2.7.1. Work with partners to locate additional space for meetings or trainings, when necessary.
  - 2.7.2. Conduct registration through Constant Contact (online).
  - 2.7.3. Process and track registration detail reports.
  - 2.7.4. Print, copy, and distribute mentorship printed materials.
- 2.8. The Contractor shall have mentorship opportunities accessible online and by hard copy. Online program materials must align with information available on the following websites:
  - 2.8.1. <http://store.samhsa.gov/shin/content/PEP14-LEADCHANGE2/PEP14-LEADCHANGE2.pdf>.
  - 2.8.2. <http://caplus.samhsa.gov/prevention-practice/prevention-and-behavioral-health/behavioral-health-lens-prevention/1>.
  - 2.8.3. <http://nhpreventcert.org/> Describe the program content that will be available on-line.

New Hampshire Department of Health and Human Services  
Workforce Development for Drug & Alcohol Prevention Providers



2.9. The Contractor shall develop a mentorship program that supports short and long range goals established by mentees and mentors. The Contractor shall ensure:

2.9.1. Both topical and individual mentorships are available to meet the needs of drug and alcohol prevention specialist professionals who are seeking basic, intermediate or advanced mentorship opportunities.

2.9.2. The mentorship program increases retention in the prevention specialist professional fields.

2.10. The Contractor's mentorship program plan shall include:

2.10.1. A comprehensive orientation to guide mentors and mentees through the program.

2.10.2. Program requirements of goal setting with measurable outcomes for participants.

2.10.3. A process to match mentors and mentees.

2.10.4. Evaluation tools for mentors and mentees.

2.10.5. Incentives for both Mentees and Mentors, which shall include, but not be limited to Six (6) Continuing Education Units (CEUs) toward individual certification as a prevention professional.

2.11. The Contractor shall maintain ongoing communication and collaboration with the Department and other stakeholders both formally and informally. The Contractor shall:

2.11.1. Provide a proposed mentorship plan to the Department for approval prior to implementation of a mentorship program.

2.11.2. Provide an outreach plan for additional outreach to potential mentors and mentees that shall be implemented, if the Department approved plan in Section 2.11.1 does not produce a sufficient number of mentors or mentees to execute a mentorship plan.

**3. Reporting Requirements**

3.1. The Contractor shall provide quarterly reports that include copies of surveys conducted and a narrative assessment of the results.

3.2. The Contractor shall present a proposed evidenced based professional mentorship plan to the Department for approval, based on input from the NH Certification Board and training and technical assistance contractors.

3.3. The Contractor shall provide quarterly reports, post-implementation of the approved mentorship program, indicating:

3.3.1. The number of topical mentorships offered.

3.3.2. The number of mentor/mentee matches.

3.3.3. The number of requests for mentorship opportunities received.

New Hampshire Department of Health and Human Services  
Workforce Development for Drug & Alcohol Prevention Providers



3.3.4. A sample of completed mentor and mentee program evaluations conducted at the conclusion of mentorships.

3.3.5. Evaluation results for both workforce assessment and mentoring scope of work

3.4. The Contractor shall provide a quarterly dashboard report that identifies the deliverables completed and the related to the scope of work implemented within this contract.

**4. Deliverables**

- 4.1. The Contractor shall provide proof of IC&RC membership to the Department no later than thirty (30) days from the contract effective date and yearly thereafter.
- 4.2. The Contractor shall provide an updated stakeholder communications plan to no later than sixty (60) days from the contract effective date.
- 4.3. The Contractor shall provide a final evidenced based professional mentorship plan to the Department for approval within sixty (60) days of the contract effective date.
- 4.4. The Contractor shall implement the approved mentorship program within ninety (90) of the contract effective date.
- 4.5. The Contractor shall provide a sample report, as described in Section 3.4, within sixty (60) days of the contract effective date.

New Hampshire Department of Health and Human Services  
Workforce Development for Alcohol & Drug Prevention Providers



Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (<https://www.cfda.gov>) #93.959 US Department of Health & Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant.
3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, in accordance with Exhibit B-1 and Exhibit B-2.
4. The Contractor shall not use or apply contract funds for capital additions or improvements, entertainment costs, or any other costs not approved by the Department.
5. Payment for said services shall be made as follows:
  - 5.1. The Contractor shall submit an invoice and monthly reports described in Exhibit A, Section 4, Reports, by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 5.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 5.3. The Invoice must be submitted by mail or e-mail to:

Linda Colby, Financial Manager  
Department of Health and Human Services, BDAS  
105 Pleasant Street  
Concord, NH 03301  
lcolby@dhhs.state.nh.us
6. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
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 budgets in Exhibit B-1 and Exhibit B-2 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.

Center B-1 Budget

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

Submit/Program Name: Prevention Certificate Board of New Hampshire  
Budget Request for: Substance Development Community Program  
Budget Period: July 1, 2014 - June 30, 2014

Fund Name	FUND 10000			COMBINATION FUND 70000			FUND 80000		
	Amount	Percent	Total	Amount	Percent	Total	Amount	Percent	Total
1. State									
2. Local									
3. Federal									
4. Other									
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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: DA  
Date: 7/16/15

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 regulations and orders, vouchers, regulations 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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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 (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

Exhibit C - Special Provisions

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New Hampshire Department of Health and Human Services  
Exhibit C



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

*[Handwritten Signature]*  
7/11/13

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.

*[Signature]*

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



**REVISIONS TO GENERAL PROVISIONS**

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

14.1.1 directors and officers liability in an amount of not less than \$1,000,000; and comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$10,000,000 each occurrence, as issued to the Community Health Institute. The Contractor is a volunteer

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



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board who will use the services of the Community Health Institute to complete the Scope of Services in Exhibit A; and

4. The Department reserves the right to renew the contract for up to four (4) years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

  
Date 11/4/15

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.

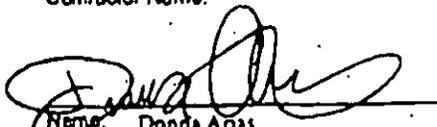
1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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:

  
Name: Donita Anas  
Title: President

July 14, 2015  
Date



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-4.)
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:

July 14, 2015

Date

  
 Name: Duane Aris  
 Title: President



New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**PRIMARY COVERED TRANSACTIONS**

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

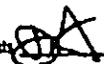
**LOWER TIER COVERED TRANSACTIONS**

- 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:

July 14, 2015  
Date

  
 Name: Donnas Arias  
 Title: President

Contractor Initials:   
Date: 7/14/15

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

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:

July 14, 2015

Date

  
Name: Donn Adams  
Title: President

Exhibit G

Certification of Compliance with requirements pertaining to Federal Non-discrimination, Equal Treatment of Fair-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:

July 14, 2015

Date

  
Name: Donna Antas  
Title: President

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 7/14/15

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 7/16/15

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

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Contractor Initials

Date 7/14/15

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

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

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

NH Dept Health & Human Services  
The State

Kathleen A. Dunn  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

7/26/15  
Date

The Prevention Certification Board of New Hampshire  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

Donna Arias  
Name of Authorized Representative

President  
Title of Authorized Representative

July 14, 2015  
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.

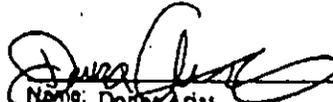
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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:

July 14, 2015

Date

  
 Name: Donna Arias  
 Title: President

New Hampshire Department of Health and Human Services  
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**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: 07-978-9255
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) \$26,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X  NO   YES

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

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

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

NO   YES

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

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

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

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