

ARC

9



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

Lori A. Weaver
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

February 5, 2024

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 enter into a contract with Friends of Aine (VC#331578), Manchester, NH, in the amount of \$499,413 for the provision of youth peer-to-peer grief support services, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2025. 100% General Funds.

Funds are available in the following account for State Fiscal Years 2024 and 2025, 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.

05-95-092-921010-20530000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDREN'S BEHAVIORAL HEALTH, SYSTEM OF CARE

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for Prog Svc	92102053	\$118,138
2025	102-500731	Contracts for Prog Svc	92102053	\$381,275
			Total	\$499,413

EXPLANATION

The purpose of this request is for the provision of youth peer-to-peer grief programming that includes comprehensive training and support services to children, youth and family members who have experienced a loss as well as to provide training to Children's Behavioral Health (CBH) System of Care providers who support children and families experiencing grief. The goals are to address the stigma surrounding death and dying, mitigate the effects of Adverse Childhood Experiences (ACEs), and offer grief support that enhances well-being, fosters personal growth, and promotes a positive outlook on life. This program will operate within the framework of the CBH System of Care Values and engage in collaborative efforts to maximize its reach and impact by increasing awareness of and access to grief peer support for children, youth, and their families, statewide.

Approximately 400 individuals will be served during State Fiscal Years 2024 and 2025.

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

Children and youth (ages 0-18) and family members who have experienced a loss and the associated grief will be served. The Contractor will provide developmentally appropriate grief education and individual and group peer support to children, youth and families. Additionally, CBH System of Care providers who support children, youth, and family members for behavioral and mental health and substance use needs will be served. The Contractor will provide training and consultation to the CBH System of Care providers with the goal of embedding grief support programming within the existing CBH System of Care framework. Lastly, the Contractor will expand its school and community programming, in particular, its Grief Backpack initiative and Help Us Grieve (HUG) workshops to not only bolster teachers' abilities to address grieving students, but also provide grieving students with the tools and strategies to navigate their grief.

The Department will monitor services by reviewing the monthly progress reports and final aggregate data reporting provided by the Contractor.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from October 13, 2023 through December 13, 2023. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, children, youth and their families who have experienced a loss and the associated grief will not receive the education and peer support needed to navigate their grief journey in healthy ways, leading to unmitigated ACEs effects. Additionally, CBH System of Care providers will not receive targeted grief training and consultation, leaving them less equipped to provide grief related treatment to children, youth and their families.

Area served: Statewide.

Respectfully submitted,


for Lori A. Weaver
Commissioner

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RFP-2024-DBH-05-YOUTH
 Project Title Youth Peer-to-Peer Grief Support

	Maximum Points Available	Earl Brown Coaching & Consulting Services LLC	Friends of Aine
Technical			
1. Experience-Grief Support	150	25	150
2. Integration with the System of Care	100	10	100
3. Delivery of Services	75	15	70
4. Strategies for Impact	75	15	75
5. Increase Awareness	75	17	75
6. Educational Programming	150	20	150
7. Data Reporting	75	15	75
Subtotal - Technical	700	117	695
If a Vendor fails to achieve the minimum Technical score of 300 points, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.			
Cost			
Vendor Cost	150		150.00
Vendor Budget Evaluation	150		102
Subtotal - Cost	300	Unopened	252
TOTAL POINTS	1000	117	947
TOTAL PROPOSED VENDOR COST			\$499,413

Reviewer Name	Title
1 Brian Harvey	Program Specialist
2 Ayla Kendall	Administrator of Peer and Family Support
3 Mike Walsh	Finance Administrator
4 Lauren Holden	Pediatric Mental Health Care Access Coordinator

Subject: Youth Peer-to-Peer Grief Support (RFP-2024-DBH-05-YOUTH-01)

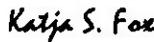
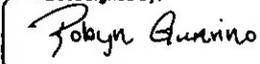
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Friends of Aine		1.4 Contractor Address 226 Coolidge Avenue Manchester, NH 03102	
1.5 Contractor Phone Number 603-669-1120	1.6 Account Unit and Class 05-95-092-921010-20530000-102-500731	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$499,413
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 2/15/2024		1.12 Name and Title of Contractor Signatory Christine Phillips Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 2/16/2024		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By:  On: 2/26/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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.

3.3 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. 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 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 for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials 
Date 2/15/2024

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Youth Peer-to-Peer Grief Support**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Youth Peer-to-Peer Grief Support**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide statewide youth peer-to-peer grief programming that includes comprehensive training and support services to children, youth and family members who have experienced a loss, and the Department's Children's Behavioral Health (CBH) System of Care providers who serve children, youth, and family members for behavioral and mental health and substance use needs.
- 1.2. The Contractor must provide:
 - 1.2.1. Education and peer support to children, youth, and families to mitigate the stigma around death and dying and address Adverse Childhood Experiences (ACES) by providing grief support that increases well-being, promotes personal growth, and develops a positive outlook on life across all Tiers (1-5) of the CBH System of Care framework as defined by the Department.
 - 1.2.2. In-person and virtual services including, but not limited to:
 - 1.2.2.1. Individual and family peer support.
 - 1.2.2.2. Peer Support Groups for caregivers and children.
 - 1.2.2.3. Grief Cafes.
 - 1.2.2.4. Help Us Grieve (HUG) workshops.
 - 1.2.2.5. Grief Education Training.
 - 1.2.2.6. Grief Backpack Initiative.
 - 1.2.2.7. Summer day camp program.
 - 1.2.3. Developmentally appropriate programming designed to educate children, youth, and families to support grieving peers that:
 - 1.2.3.1. Increases awareness of grief and its impacts;
 - 1.2.3.2. Provides peers with means to assist those impacted by an ACES of grief and/or loss by facilitating group discussions on developing coping skills and processing emotions;
 - 1.2.3.3. Provides additional resources for children, youth, and families, including, but not limited to:
 - 1.2.3.4. FAQs on grief.
 - 1.2.3.5. Activity guides.
 - 1.2.3.6. Videos.
 - 1.2.3.7. Toolkits; and

DS
CP

**New Hampshire Department of Health and Human Services
Youth Peer-to-Peer Grief Support**

EXHIBIT B

- 1.2.3.8. Is in alignment with CBH System of Care Values.
- 1.2.4. Training and consultation to CBH System of Care providers statewide (providers that primarily support children, youth, and families by providing services as defined in RSA 135-F:3 Definition; System of Care).
- 1.3. The Contractor must collaborate with the Department to develop and maintain a consultation program for CBH System of Care providers for grief related treatment for children, youth, and families.
- 1.4. The Contractor must publicize the availability of resources, via outreach and engagement, including, but not limited to:
 - 1.4.1. Workshops.
 - 1.4.2. Digital resources including, but not limited to:
 - 1.4.2.1. Online education.
 - 1.4.2.2. Downloadable resources.
 - 1.4.2.3. Other identified materials.
 - 1.4.3. Other educational forums as identified by the Department.
- 1.5. The Contractor must ensure children, youth, and families are aware of peer-to-peer grief support and its availability by collaborating with:
 - 1.5.1. National Alliance on Mental Illness (NAMI) NH;
 - 1.5.2. Children's Behavioral Health Resource Center;
 - 1.5.3. NH Community Behavioral Health Association;
 - 1.5.4. New Hampshire Rapid Response Access Point;
 - 1.5.5. Care Management Entities;
 - 1.5.6. Managed Care Organizations (MCOs); and
 - 1.5.7. Other CBH System of Care providers as identified by the Department.
- 1.6. In order to facilitate appropriate referrals and coordination of care for children, youth, and families receiving peer-to-peer youth grief support services who may need or want additional services and support, or to facilitate appropriate referrals and coordination of care for individuals and families seeking peer-to-peer youth grief support services, the Contractor must, when directed by the Department:
 - 1.6.1. Engage with and use the Department's identified Closed Loop Referral provider;
 - 1.6.2. Engage with and use the Department's identified Event Notification provider;

**New Hampshire Department of Health and Human Services
Youth Peer-to-Peer Grief Support**

EXHIBIT B

- 1.6.3. Engage with and use the Department's identified data analytics and reporting provider.
- 1.6.4. Engage with and use the Department's identified treatment locator tool and website through the Children's Behavioral Health Resource Center; and
- 1.6.5. Engage with and use other Department identified providers as needed related to the referral, care coordination, and service linkage.
- 1.6.6. The Contractor must develop a satisfaction survey, as approved by the Department, which must be administered to:
 - 1.6.6.1. Training participants;
 - 1.6.6.2. Peer Support Group participants;
 - 1.6.6.3. Individual and Family Peer Support participants;
 - 1.6.6.4. Peer-to-Peer Grief services recipients;
 - 1.6.6.5. Consultation recipients;
 - 1.6.6.6. Workshop participants;
 - 1.6.6.7. Summer day camp program participants; and
 - 1.6.6.8. Other delivery model recipients or participants as defined through collaboration with and approved by the Department.
- 1.7. The Contractor must collaborate with the Department to embed grief support programming within the Department's existing CBH System of Care framework by:
 - 1.7.1. Working with grieving children, youth, and families to connect them with additional resources at Tiers 1-5 as appropriate for ongoing support as needed by:
 - 1.7.1.1. Facilitating referrals to CBH System of Care providers;
 - 1.7.1.2. Assisting with real-time linkages to services to meet identified needs; and
 - 1.7.1.3. Providing additional information and resources;
 - 1.7.2. Receiving referrals from CBH System of Care providers for grief peer-to-peer related services and peer supports; and
 - 1.7.3. Participating in ongoing CBH System of Care collaborative meetings as identified by the Department.
- 1.8. The Contractor must work with the Department to target, prioritize, and select CBH System of Care providers to ensure that trainings include organizations that are most likely to impact areas of need.

**New Hampshire Department of Health and Human Services
Youth Peer-to-Peer Grief Support**

EXHIBIT B

- 1.9. The Contractor must ensure grief support programming includes training and consultation for providers in a variety of formats that may include, but are not limited to:
 - 1.9.1. Phone/text support.
 - 1.9.2. In-person interactions.
 - 1.9.3. Virtual meetings.
 - 1.9.4. Teleconferences and webinars.
 - 1.9.5. Toolkits which may include, but are not limited to:
 - 1.9.5.1. Handouts.
 - 1.9.5.2. Guides.
 - 1.9.5.3. Templates.
 - 1.9.5.4. Informational resources.
 - 1.9.5.5. Other items as defined in collaboration with and approval by the Department.
 - 1.9.6. Briefs.
 - 1.9.7. Logic models.
 - 1.9.8. Workshops.
 - 1.9.9. Presentations.
 - 1.9.10. Community events.
 - 1.9.11. Communities of Practice (COP) and other types of shared learning opportunities.
 - 1.9.12. Other training and consultation formats as identified by the Department.
- 1.10. The Contractor must ensure all trainings are listed with and provided in collaboration with the Department's Children's Behavioral Health Resource Center.
- 1.11. Within 30 days of the contract effective date, the Contractor must develop a complaint and concerns process that includes, but is not limited to:
 - 1.11.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:
 - 1.11.1.1. Individual's name.
 - 1.11.1.2. Date complaint received.
 - 1.11.1.3. Nature and subject of the complaint.

**New Hampshire Department of Health and Human Services
Youth Peer-to-Peer Grief Support**

EXHIBIT B

- 1.11.1.4. A method to submit an anonymous complaint.
- 1.11.2. A policy relative to assisting individuals with the complaint process including, but not limited to:
 - 1.11.2.1. How to file a complaint.
 - 1.11.2.2. A method to track complaints.
 - 1.11.2.3. A way to investigate complaints concerning allegations that a participant's rights have been violated by Contractor staff, volunteers, or consultants.
 - 1.11.2.4. An immediate review of the grievance and investigation by the Contractor's director or designee.
 - 1.11.2.5. A process to attempt to resolve every complaint for which a formal investigation is requested.
- 1.12. The Contractor must report the complaint(s) received and all outcomes to the Department on the 15th of every month.
- 1.13. The Contractor must consult with the Department's Office of Health Equity to ensure all materials, programs, and services are in plain language, accessible, culturally and linguistically appropriate, and trauma informed.
- 1.14. The Contractor must provide the following personnel to perform the Scope of Services in this Agreement:
 - 1.14.1. One (1) Part-Time Equivalent (PTE) Volunteer Coordinator to recruit, training and manage volunteers to facilitate grief support groups;
 - 1.14.2. One (1) PTE Program Administrator to oversee program administration and coordination;
 - 1.14.3. One (1) PTE Data Analyst to manage data design, collection and reporting;
 - 1.14.4. One (1) PTE Financial Controller to prepare financial reports, manage invoices and payments, and maintain budgets;
 - 1.14.5. One (1) PTE Marketing and Social Media Specialist to design, create and manage marketing collateral;
 - 1.14.6. One (1) PTE Program Assistant II to assist the Program & Education Director with the preparation and delivery of group programming; and
 - 1.14.7. Two (2) PTE Education Assistants to assist the Program & Education Director with the Grief Backpack Initiative and In-School and Community programming.
- 1.15. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

**New Hampshire Department of Health and Human Services
Youth Peer-to-Peer Grief Support**

EXHIBIT B

1.16. Reporting

1.16.1. The Contractor must submit a written monthly progress report by the 15th of each month to the Department related to the accomplishment of the contract goals and performance measures including, but not limited to:

1.16.1.1. A summary of the key work performed during the monthly period.

1.16.1.2. Updates and outcomes of the peer-to-peer youth grief support services provided directly to children, youth, and families.

1.16.1.3. Consultations, trainings, workshops, conferences, collaborations, presentations, and education for providers conducted during the reporting period.

1.16.2. The Contractor must work with the Department to define, track, and report aggregate analytic data from the peer grief support services in a format and frequency defined with final reporting requirements to be approved by the Department. Reporting must include, but is not limited to:

1.16.2.1. Total number of individuals served by type (child, youth, adolescent, parent, etc.).

1.16.2.2. Total number of sessions per each type defined above.

1.16.2.3. Total number of new encounters vs. existing or ongoing episodes of support.

1.16.2.4. Total number of referrals to ongoing services by destination/type/tier.

1.16.2.5. Total number of referrals by system of care providers by source/type/tier.

1.16.2.6. Total number of consultations to system of care providers by source/type/tier.

1.16.2.7. Total number of inquiries for support.

1.16.2.8. Total number of provided workshops.

1.16.2.9. Total number of attendees for said workshops.

1.16.2.10. Total number of trainings offered.

1.16.2.11. Total number of trainings by type (in-person, virtual, hybrid, etc.).

1.16.2.12. Total number of peers trained.

**New Hampshire Department of Health and Human Services
Youth Peer-to-Peer Grief Support**

EXHIBIT B

- 1.16.2.13. Total number of peer supported activities.
- 1.16.2.14. Total number of volunteer supported activities.
- 1.16.2.15. Total number of staff supported activities.
- 1.16.2.16. Total number of presentations.
- 1.16.2.17. Total number of attendees to presentations.
- 1.16.2.18. Total number of toolkits distributed.
- 1.16.2.19. Total number of summer camps offered and duration of each.
- 1.16.2.20. Total number of participants at offered summer camps.
- 1.16.2.21. Total number of downloads and/or logins for digital content.
- 1.16.2.22. Other metrics as defined by the Department.
- 1.16.3. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures:
 - 1.16.3.1. Statewide distribution of children, youth, and families who actively engage in grief support services and educational programs;
 - 1.16.3.2. Personal growth among participants, such as increased self-esteem, resilience, and coping skills, as assessed through surveys or interviews;
 - 1.16.3.3. Participants' development of a positive outlook on life, as assessed through surveys or interviews; and
 - 1.16.3.4. Quality and effectiveness of training and consultation services, including participant satisfaction and knowledge transfer, as assessed through surveys or interviews.
- 1.16.4. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.17. Background Checks
 - 1.17.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
 - 1.17.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

**New Hampshire Department of Health and Human Services
Youth Peer-to-Peer Grief Support**

EXHIBIT B

1.17.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.17.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.18. Confidential Data

1.18.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.18.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.19. Privacy Impact Assessment

1.19.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.19.1.1. How PII is gathered and stored;

1.19.1.2. Who will have access to PII;

1.19.1.3. How PII will be used in the system;

1.19.1.4. How individual consent will be achieved and revoked; and

1.19.1.5. Privacy practices.

1.19.2. The Department may conduct follow-up PIAs in the event there are

**New Hampshire Department of Health and Human Services
Youth Peer-to-Peer Grief Support**

EXHIBIT B

either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.20. Department Owned Devices, Systems and Network Usage

1.20.1. Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, must:

1.20.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.20.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

1.20.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.20.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.20.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.20.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.20.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes



**New Hampshire Department of Health and Human Services
Youth Peer-to-Peer Grief Support**

EXHIBIT B

only. Email is defined as "internal email systems" or "Department-funded email systems."

1.20.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.20.1.9. Agree when utilizing the Department's email system:

1.20.1.9.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".

1.20.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.20.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.20.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.20.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.20.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.20.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.



**New Hampshire Department of Health and Human Services
Youth Peer-to-Peer Grief Support**

EXHIBIT B

1.20.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.20.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.20.2. Workspace Requirement

1.20.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.21. Contract End-of-Life Transition Services

1.21.1. General Requirements

1.21.1.1. If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.21.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network^{OS} and

**New Hampshire Department of Health and Human Services
Youth Peer-to-Peer Grief Support**

EXHIBIT B

telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

- 1.21.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
- 1.21.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
- 1.21.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 1.21.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.21.2. Completion of Transition Services

- 1.21.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

DS
CP

**New Hampshire Department of Health and Human Services
Youth Peer-to-Peer Grief Support**

EXHIBIT B

1.21.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.21.3. Disagreement over Transition Services Results

1.21.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who

CP

**New Hampshire Department of Health and Human Services
Youth Peer-to-Peer Grief Support**

EXHIBIT B

have speech challenges.

3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."
- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.
 - 3.3.3.4. Posters.
 - 3.3.3.5. Reports.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical 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.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

**New Hampshire Department of Health and Human Services
Youth Peer-to-Peer Grief Support**

EXHIBIT B

- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
Youth Peer-to-Peer Grief Support**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

**New Hampshire Department of Health and Human Services
Youth Peer-to-Peer Grief Support
EXHIBIT C**

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 8.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	Friends of Aine
Budget Request for:	Youth Peer-to-Peer Grief Support
Budget Period	Upon G&C Approval - 6/30/24
Indirect Cost Rate (if applicable)	8%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$38,827
2. Fringe Benefits	\$5,125
3. Consultants	\$5,530
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$18,450
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	\$500
7. Software	\$5,450
8. (a) Other - Marketing/ Communications	\$500
8. (b) Other - Education and Training	\$4,550
8. (c) Other - Other (specify below)	\$0
Other (Facility Rent)	\$100
Other (Food)	\$100
Other (Phone)	\$373
Other (Program Supplies)	\$29,570
9. Subrecipient Contracts	\$0
Total Direct Costs	\$109,075
Total Indirect Costs	\$9,063
TOTAL	\$118,138

Contractor Initial: CP^{OS}
 Date: 2/15/2024

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	Friends of Aine
Budget Request for:	Youth Peer-to-Peer Grief Support
Budget Period:	7/1/24 -6/30/25
Indirect Cost Rate (if applicable)	10%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$179,130
2. Fringe Benefits	\$23,645
3. Consultants	\$35,860
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$3,860
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	\$3,000
7. Software	\$9,736
8. (a) Other - Marketing/ Communications	\$1,305
8. (b) Other - Education and Training	\$9,350
8. (c) Other - Other (specify below)	\$0
Other (Facility Rent)	\$100
Other (Food)	\$100
Other (Phone)	\$1,392
Other (Program Supplies)	\$79,487
9. Subrecipient Contracts	\$0
Total Direct Costs	\$346,965
Total Indirect Costs	\$34,310
TOTAL	\$381,275

Contractor Initial: 

Date: 2/15/2024

New Hampshire Department of Health and Human Services

Exhibit D

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

Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

- or misplacement of hardcopy documents, and misrouting of physical or electronic 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.

Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

2. The Contractor must not disclose any Confidential Information in response to a 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.

Contractor Initials

DS
CP

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

8. Open Wireless Networks. End User may not transmit Confidential Data via an open 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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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.).

Contractor Initials

^{DS}
CP

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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

Contractor Initials 

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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 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/doiit/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.

Contractor Initials 

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

- 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.
- 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;

Contractor Initials

DS
CP

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
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



New Hampshire Department of Health and Human

Exhibit E

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - "Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including ~~but not~~

Exhibit E

Business Associate Agreement
Page 1 of 5

Contractor Initials CP

Date 2/15/2024



New Hampshire Department of Health and Human

Exhibit E

limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

Exhibit E

Business Associate Agreement
Page 2 of 5

Contractor Initials

CP

V 2.0

Date 2/15/2024



New Hampshire Department of Health and Human

Exhibit E

security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) 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 BAA and the Agreement.
 - i. 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.
 - j. 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.
 - k. Business Associate shall document any disclosures of PHI and information related to any 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.
 - l. 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

Exhibit E

Contractor Initials PHI's in CP

Business Associate Agreement

Page 3 of 5

2/15/2024

Date _____



New Hampshire Department of Health and Human

Exhibit E

accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
- n. Within thirty (30) 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-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- 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 BAA, 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 of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations used,

Exhibit E

Contractor Initials CP

Business Associate Agreement

Page 4 of 5

Date 2/15/2024



New Hampshire Department of Health and Human

Exhibit E

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. Change in law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA 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 BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

Friends of Aine

The State

Name of the Contractor

DocuSigned by: Katja S. Fox

DocuSigned by: Christine Phillips

Signature of Authorized Representative

Signature of Authorized Representative

katja S. Fox

Christine Phillips

Name of Authorized Representative

Name of Authorized Representative

Director

Executive Director

Title of Authorized Representative

Title of Authorized Representative

2/16/2024

2/15/2024

Date

Date

Exhibit E

Contractor Initials CP

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 FRIENDS OF AINE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 14, 2013. 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: 691671

Certificate Number: 0006363885



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of December A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

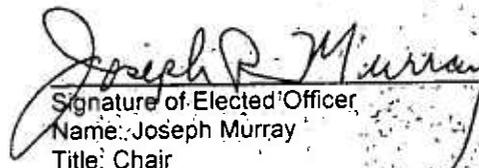
I, Joseph Murray, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Friends of Aine.
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 February 14, 2024, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Christine Phillips, Executive Director, is duly authorized on behalf of Friends of Aine 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 was valid thirty (30) days prior to and 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: 02/14/24


Signature of Elected Officer
Name: Joseph Murray
Title: Chair



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/6/2024

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

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

PRODUCER Eaton & Berube Insurance Agency, LLC 11 Concord St Nashua NH 03064	CONTACT NAME: Jessica Archambault PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): 603-886-4230 E-MAIL ADDRESS: JArchambault@eatonberube.com
INSURED Friends of Aine, LLC 15 Normand Circle Bedford NH 03110	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Lloyds of London 15792 INSURER B : Eastern Alliance Insurance Group INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 160948198** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MEO228993523	7/15/2023	7/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Retention \$ \$1,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	010000584122	8/1/2023	8/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability Claims-Made		MEO228993523	7/15/2023	7/15/2024	Each Claim \$1,000,000 Aggregate \$3,000,000 Retention \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 NH Workers' Compensation Policy.

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



Friends of Aine™

Center for Grieving Children & Families

Mission

To help children and families grieving a death navigate their path to a hopeful future.

Vision

A world where no child grieves alone

Values

Children are our greatest gift

Kindness

Connections

Compassion

Courage

Strategic Goals 2022-2024

Support grieving children and families

Educate our Schools and our community about grief

Advocate to raise awareness of grief as a public and mental health issue
of

Honor our

Organization, our

People, and our

Evolution



**Friends of Aine
Income Statement
From Jan 2022 to Dec 2022**

Ordinary Income/Expense	
Income	
40000 - Income	
Total - 40100 - Corporate	\$143,420.09
Total - 40250 - Non Corporate	\$87,007.03
Total - 40500 - Event Income	\$107,051.29
Total - 40750 - Grants	\$832,023.94
Total - Income	\$1,169,502.35
Expense	
Total - 50100 - Business	\$65,193.86
Total - 50200 - Facilities and Equipment	\$82,600.34
Total - 50400 - Fundraising	\$105,773.56
Total - 50500 - Information Tech & Services	\$117,745.46
Total - 50600 - Payroll	\$412,988.47
Total - 50700 - Professional Fees	\$61,720.25
Total - 50800 - Service Delivery	\$100,487.83
Total - 50900 - Contract Services	\$11,883.80
Total - 51000 - Training and Education	\$171.36
Total - 51100 - Travel	\$4,492.69
Total - Expense	\$963,057.62
Net Ordinary Income	\$206,444.73
Other Income and Expenses	
Total - Other Income	\$6,988.40
Total - Other Expense	\$5,615.74
Net Other Income	\$1,372.66
Net Income	\$207,817.39



**Friends of Aine
Balance Sheet
End of Dec 2022**

ASSETS	
Current Assets	
Bank	
10000 - Bank	
10010 - Cash-Merrill Lynch	\$9,816.67
10020 - Eastern Bank Chkg	\$7,848.97
10030 - Eastern Bank Savings	\$0.98
10050 - Primary 15Month CD	\$42,418.81
10060 - Primary Chkg #7799	\$157,937.67
10070 - Primary MM xxx4487	\$183,827.04
10080 - SCU Checking #0616	\$10,350.31
10090 - SCU Savings #0616	\$14,247.59
Total - 10000 - Bank	\$426,448.04
Total Bank	\$426,448.04
Accounts Receivable	
11000 - Accounts Receivable	\$2,500.00
Total Accounts Receivable	\$2,500.00
Other Current Asset	
12000 - Other Current Asset	
12040 - Prepaid Expenses	\$10,738.19
Total - 12000 - Other Current Asset	\$10,738.19
Undeposited Funds	\$30,150.00
Total Other Current Asset	\$40,888.19
Total Current Assets	\$469,836.23
Fixed Assets	
15000 - Fixed Asset	
15100 - Building 220 Coolidge Ave	\$218,635.03
15101 - Building 226 Coolidge Ave	\$469,486.94
15200 - Furniture and Equipment	\$2,637.45
Total - 15000 - Fixed Asset	\$690,759.42
15350 - Land Improvements	\$6,293.97
Total Fixed Assets	\$697,053.39
Other Assets	
18000 - Other Asset	
18010 - Investments - Merrill Lynch	\$2,195.28
18020 - Other Assets	\$1,800.00
18040 - Utility Deposit	\$420.85
Total - 18000 - Other Asset	\$4,415.93
Total Other Assets	\$4,415.93
Total ASSETS	\$1,171,305.55
Liabilities & Equity	
Current Liabilities	
Accounts Payable	
20000 - Accounts Payable	\$41,377.70
Total Accounts Payable	\$41,377.70
Credit Card	
21000 - Credit Card	
21010 - Primary Bank Visa-CPN 0021982:	\$6,771.71
Total - 21000 - Credit Card	\$6,771.71
Total Credit Card	\$6,771.71
Other Current Liability	
22000 - Other Current Liability	
22030 - Payroll Liabilities:Simple IRA Matc	(\$76.20)
22040 - Payroll Liabilities:Simple IRA W/H	(\$76.20)
22050 - Prepaid Event Sponsorship	\$1,000.00
Total - 22000 - Other Current Liability	\$847.60
Total Other Current Liability	\$847.60
Total Current Liabilities	\$48,997.01
Long Term Liabilities	
26000 - Long Term Liability	
26010 - Mortgage Note Payable - Reardon	\$700,000.00
Total - 26000 - Long Term Liability	\$700,000.00
Total Long Term Liabilities	\$700,000.00
Equity	
30000 - Equity	
30040 - Unrealized Gain(loss) on Invest	\$89.40
30050 - Unrestricted Net Assets	\$214,401.75
Total - 30000 - Equity	\$214,491.15
Net Income	\$207,817.39
Total Equity	\$422,308.54
Total Liabilities & Equity	\$1,171,305.55



**Friends of Aine
Custom Cash Flow Statement
From Jan 2022 to Dec 2022**

Operating Activities	
Net Income	\$207,817.39
Adjustments to Net Income	
Accounts Receivable	\$5,750.00
Other Current Asset	\$5,909.00
Accounts Payable	\$24,578.00
Other Current Liabilities	\$5,690.00
Total Adjustments to Net Income	\$41,927.00
Total Operating Activities	\$249,744.39
Investing Activities	
Fixed Asset	\$25,334.00
Other Asset	\$0.00
Total Investing Activities	\$25,334.00
Financing Activities	
Long Term Liabilities	\$0.00
Other Equity	(\$96,499.00)
Total Financing Activities	(\$96,499.00)
Net Change in Cash for Period	\$178,579.39
Cash at Beginning of Period	\$244,004.00
Cash at End of Period	\$422,583.39

Current List of Board Members

Friends of Aine

As of 2/6/2024

Last	First	Board Role	Address 1	Address 2	Phone	Email 1	Email 2	Tenure	Term End
Altmeyer	Sharon	Member							
Barter	Matthew	Member							
Bator	Joseph	Treasurer							
Duval	Jerome	Secretary							
Kearage	Aimee	Member							
Kraunelis	Kristen	Member							
Murray	Joe	Chair							
Phillips	David	Member							
Powers	Gina, R	Member							
Quiroga	Lara	Member							
Rafferty	Kelli	Vice Chair							
Wallace	Lisa	Member							

Linda M. Dinndorf

EDUCATION

Harvard University	Ed.M. Human Development and Psychology Focus: Children and Adolescents at Risk	Nov 1992
Tufts University	B.S. Psychology, Community Health AFROTC Scholarship, 1991 Distinguished Graduate	May 1991
Air University	Air War College, Excellent Distinction, Air Command and Staff College (ACSC), Squadron Officer's School (SOS)	

EXPERIENCE

2013 – Present: Friends of Aine Center for Grieving Children and Families, Manchester, NH.

Program and Education Director: Responsible for the development and execution of all program and education initiatives, both in-person and virtual, in the Friends of Aine Center, schools, and community organizations. Supervises work of Program Asst and Education Asst, and 44-person volunteer facilitation team.

Special Projects and Education Coordinator: Initiated and developed statewide Grief Backpack program which provides grief resources and activities to school communities. Oversee development of FoA Garden, coordinates trademark of FoA and dragonfly logo; secures appropriate permissions and ownership of art designs. Launches art campaign for coping cards and grief art. Directs development of video series involving grieving kids, caregivers, teachers, administrators, counselors, staff members, volunteers, and more.

Volunteer and Training and Education Coordinator: Recruited and trained volunteers, conducted school workshops and training on grief, consulted with medical providers and funeral homes. Developed program curriculum for peer-to-peer support groups. Creatively re-organized program offerings by adapting them for outdoor and virtual settings to allow for continuation of support throughout COVID-19 pandemic. Volunteer team won the Spirit of NH Volunteer Award, 2021.

Volunteer facilitator. Trained at Home Health and Hospice. Co-facilitated groups with grieving children, teens, and adults.

Founding member of the Tryathlon committee, Band of Mothers. Instrumental in determining course design, event logistics, lead for swim portion and event kickoff.

Nov 2003 – May 2017: Air Force Reserves, Lt Col (retired)

Air War College/Air Command and Staff College, Maxwell AFB, AL. Chief, Special Projects. Developed curriculum, training, and assessment materials for in-residence and distance learning graduate-level programs, advised dean on joint program accreditation standards. Ensured accountability and grading standards met for graduate-level distance learning assessments. Retired, May 2017.

USAF Academy, CO: Department of Behavioral Sciences and Leadership. Served as Director and Chief Consultant of Leadership Programs. Consulted on and developed leadership training programs/course material and assessed results/impact for both in-house and off-site customers (US Olympic Ski Team coaches and various government-based organizations).

USAF Academy: Center For Character and Leadership Development. Served as Chief of Scholarship Initiatives and Special Programs as well as Assessment and Research Support Specialist. Designed and executed program content for the National Character and Leadership Symposium (NCLS) and other programs impacting 4,300+ cadets and 500+ military and civilian faculty.

Jan 1993 – Nov 2003: Active Duty Air Force

Air Force Academy, Department of Behavioral Sciences and Leadership. Taught core Behavioral Sciences, Leadership, and Human Factors Engineering courses to Academy cadets. Served as Director of Leadership Development Programs for cadet wing of 4,000. Assistant Professor, Academic advisor, Leadership Coach, Course director for Human Factors Engineering Course.

Office of the Inspector General (IG), Kirtland AFB, NM. Deputy Inspector General. Developed, established, and controlled methods and procedures for implementing IG policies and programs to support 22,280 employees in nearly 200 associate organizations. Led and conducted investigations into Congressional and Presidential inquiries, base matters, and Secretary of the Air Force (SAF) concerns.

Air Force Operational Test and Evaluation Center, Kirtland AFB, NM. Human Factors Scientist. Managed and executed human factors evaluations in support of operational test objectives for various acquisition programs. Developed test methodology, conducted field tests, analyzed data, and identified human factors deficiencies resulting in product design improvements.

AGM-130/GBU-15 System Program Office, Eglin AFB, FL. Lead System Engineer and Human Factors Engineer. Led Air Force team in the integration of the AGM-130 system consisting of components from 7 contractor facilities. Conducted and designed man-in-the loop simulator evaluations for munitions system integration into fighter cockpits. Provided technical insight for contract negotiations and engineering.

June 1992 – July 1993: Mediplex Rehabilitation Center, Lynn, MA. Behavioral Specialist. Developed behavioral modification programs based on positive reinforcement for a head-injured population. Research efforts culminated in paper at conference for head injury research.

Sep 1991 – Jul 1993: Harvard Graduate School of Education, Cambridge, MA. Teaching Fellow/Research Assistant. Served as section leader and assisted in development and grading for Achievement Motivation course. Conducted research and analyzed qualitative and quantitative data culminating in publication (Momentum, Feb/Mar 1994).

HONORS

USAFA/DFBL Teaching Excellence Award (2003)
377ABW Company Grade Officer of the Year (2000)
Kirtland AFB Company Grade Officer (CGO) of the Quarter (1999)
T.H. Baca Award recipient (1999) for major contributions to AF & community
Abrahamson Award finalist (1996) for outstanding program management
Meritorious Service Medal (2017, 2011, 2007, 2003, 2000), Commendation Medal (1998, 1997), Achievement Medal (1996, 1994), Humanitarian Service Medal (1995)

PROFESSIONAL DEVELOPMENT CERTIFICATIONS

Level II Program Management; Systems Planning, Research, Development, and Engineering
Level I Test and Evaluation; Communications-Computers

CIVIC INVOLVEMENT

Board Member, Bedford Barracudas Swim Team, Bedford, NH 2018 – 2021
Organized and executed all activities associated with the Bedford recreational swim team. Responsibilities included hiring coaches, registration of athletes, scheduling of meets, fundraising, advertising, volunteer recruitment, website development, etc.

Board Member, Friends of Aine, Bedford, NH 2017 – 2021
Training/Education and Program Expansion lead for Friends of Aine, a non-profit established to provide grief counseling and bereavement services for children.

Girl Scout Troop Leader, Bedford, NH 2008 – 2020
Organized troop activities, budget, and fundraisers for girls in first through 12th grade.

Riddle Brook School Yearbook Director, Bedford, NH 2009 – 2017
Initiated elementary school yearbook project, selected design software, organized volunteers for each class, handled all photo entries, payments, page layouts, and distribution.

Soccer Coach, Bedford, NH 2012-2014
Coached developmental, co-ed soccer program for young children.

Caryn J Butts

Friends of Aine

2022- Present

Program Assistant

Work closely with our in-house programming and families

Assist with volunteers and training

Assist with events and any other aspects of Friends of Aine as needed

Stay at Home Mom

2002-2022

Extremely grateful to stay at home and raise my children

Beneficial/Household Finance

1995-2002

Mortgage/Loan Office Manager

Managed the daily operation of the loan office such as all loan/mortgage programs, all collections, employees and ensured that the policies of the company were implemented.

Education

University of New Hampshire 1991-1995

Bachelor of Science in Business Administration

Kristen L Cushman

Education:

1989 Bachelor of Arts Degree in Early Childhood Education, Notre Dame College

Friends of Aine

September 1, 2023-Present

Educational Assistant

Assist in the development of our in-school curriculum.

Implement the in-school curriculum with middle school students.

Train fellow educators, counselors, and other school employees about our program

Bedford School District

September 2004-Present

Classroom Teacher

Taught grades kindergarten through second grade

District Mentor

Supported various curriculum committees.

Supervised student interns from surrounding colleges

Stay at Home Mother

May 1999-2004

Merrimack School District

September 1989-May 1999

Classroom Teacher

Taught grades Readiness through third grade

Supervised student interns from surrounding colleges

Supported multiple curriculum committees.

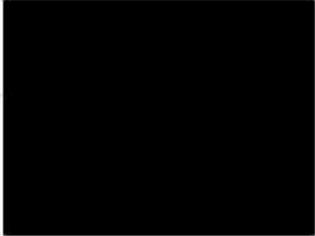
Volunteer Work

C.A.S.A: September 2012-2017

Friends of Aine: 2015-2023

KERI SANTOS

CONTACT



PROFILE

Dedicated and versatile professional with a background in office management, substitute teaching, and business administration. Passionate about making a positive impact, I have seamlessly transitioned into the mental health field. Leveraging my diverse skill set, I bring a unique perspective to each role, combining organizational efficiency, educational expertise, business sense, and a passion for mental health awareness.

KEY SKILLS

- Office Management
 - Business Development
 - Mental Health Advocacy
 - Project Management
 - Team Leadership
 - Administrative Efficiency
 - Client Relationship Management
-

WORK EXPERIENCE

Office Manager

Friends of Aine 2024 - Present

- Oversee day-to-day administrative operations, ensuring office procedures and policies are followed.
- Facilitate communication within the office and ensure information is disseminated effectively.
- Coordinate meetings, conferences, and events.
- Assist with developing and implementing social media posts
- Monitor project timelines and ensure deadlines are met.
- Collaborate with different departments to achieve project goals.

EDUCATION

Bachelor of Arts - Psychology

**University Of Massachusetts
Dartmouth**

1992 - 1996

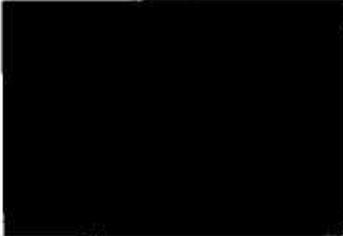
Substitute Teacher

Bedford School District 2021-2024

- Take charge of the classroom in the absence of the regular teacher.
 - Maintain a positive and productive learning environment.
 - Enforce classroom rules and policies to ensure a respectful and focused atmosphere.
 - Follow lesson plans provided by the regular teacher, ensuring continuity in the curriculum.
 - Deliver lessons effectively, providing clear instructions and explanations.
 - Adapt teaching methods to accommodate diverse learning styles and abilities.
-

KERI SANTOS

CONTACT



VOLUNTEER EXPERIENCE

National Charity League

- 2014 - 2023
- 9 year member of mother/daughter philanthropy organization
- 225+ volunteer hours
- Grade Level Advisor

Families In Transition

- 2015 - 2023
 - Liaison
 - 100+ volunteer hours
-

WORK EXPERIENCE

Ski Instructor

Crotched Mountain

2016-2019

- Conduct ski lessons for individuals or groups, adapting teaching methods to accommodate varying skill levels.
- Provide clear and concise instructions on skiing techniques, safety guidelines, and mountain etiquette.
- Evaluate participants' skiing proficiency and identify areas for improvement.
- Develop lesson plans tailored to different age groups and skill levels.
- Incorporate a variety of teaching methods and drills to enhance the learning experience.

Business Manager

Susan Harris Designs

1998-2002

- Travel throughout the United States to maintain relationships with retail partners, with a focus on a high-end department store.
- Attend trade shows and represent the company at trunk shows to showcase and promote products.
- Manage and lead a team of 5-8 employees, fostering a positive and collaborative work environment.
- Develop and implement systems to enhance workflow and productivity.
- Drive sales growth through strategic planning and relationship-building with retail partners.
- Address customer inquiries, concerns, and feedback in a timely and professional manner.

Assistant Talent Recruitment Agent

Bobby Ball Agency

1996-1998

- Scouted, recruited and interviewed aspiring actors, actresses and models.
 - Reviewed the resumes and photographs of actors and actresses.
 - Counseled talent regarding audition skills and career trajectory.
 - Scheduled the most qualified talent for auditions in productions.
 - Attended numerous showcases and events to network and scout talent.
 - Organized and maintained records and files for agent and clients
-

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.
(Job descriptions not required for vacant positions.)

NH Department of Health and Human Services

Contractor Name: Friends of Aine

NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Linda Dinndorf	Program & Education Director	0.00%	\$0.00
Caryn Butts	Program Assistant	0.00%	\$0.00
Vacant	Program Assistant	100.00%	\$24,786.67
Kristen Cushman	Education Assistant	28.16%	\$16,452.80
Vacant	Education Assistant	100.00%	\$24,786.67
Keri Santos	Administrator	37.50%	\$23,389.60
Vacant	Volunteer Coordinator	100.00%	\$36,504.00
Vacant	Data	100.00%	\$36,504.00
Vacant	Finance	61.06%	\$29,484.00
Vacant	Mktg/SM	100.00%	\$18,252.00

Amounts are
wages only for the
contract period