

ARC

13



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

March 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 **Sole Source** contracts with the Contractors listed below in an amount not to exceed \$320,000 to deliver coalition operation support services focused on prevention and reduction of substance use by youth, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2025. 100% General Funds.

Contractor Name	Contractor's Program (as named in Chapter 106, Laws of 2023)	Vendor Code	Area Served	Contract Amount
City of Dover (Dover, NH)	Dover Youth 2 Youth	177380- B005	Dover, NH	\$80,000
United Way of Greater Nashua (Nashua, NH)	Nashua Prevention Coalition	160062- B001	Nashua, NH	\$80,000
Raymond Coalition for Youth, Inc. (Raymond, NH)	Raymond Coalition for Youth	204771- B001	Raymond, NH	\$80,000
Southeastern Regional Educational Service Center (Bedford, NH)	Southern Rockingham Coalition for Healthy Youth in Kingston, NH	154866- B001	Seacoast Region	\$80,000
			Total:	\$320,000

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

See Attached Fiscal Details

EXPLANATION

This request is **Sole Source** because it was not competitively bid. Chapter 106, Laws of 2023 (i.e., Operating Budget for the biennium-ending-June 30, 2025), requires the Department to distribute funding in State Fiscal Years 2024 and 2025 for youth substance use prevention and reduction services to coalitions managed by the Contractors included in this request. A fifth coalition, ALL Together in Lebanon, NH (a program of Mary Hitchcock Memorial Hospital), was also named but declined the funds.

The purpose of this request is to increase the operational capacity of the Contractors' coalitions to deliver strategies that prevent and reduce alcohol and other substance use by youth. The Contractors will develop and maintain community-based coalition initiatives designed to meet local needs.

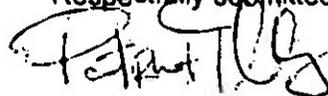
The Contractors will work with coalition partners to provide services to youth throughout the K-12 school system and will support a comprehensive and coordinated prevention plan that builds capacity at the state and local levels to coordinate, strengthen and enhance prevention efforts. The Contractors will engage in a variety of activities that address emerging and evolving concerns, capacity development, partnerships and coalition sustainability. Activities include coordinating efforts to develop programs and supports for Children of Substance Abusing Parents (COSAPs), establishing and coordinating an Adverse Child Experiences (ACEs) task force to connect youth with positive interventions, and implementing alternative suspension programs. Additionally, Contractors will ensure ongoing training opportunities for coalition members and will participate in monthly networking calls with Drug-Free Community coordinators. Lastly, the Contractors will develop and implement sustainability plans.

The Department will monitor services reviewing monthly reports submitted by the Contractors and conducting monthly meetings with the Contractors in order to ensure progress toward program goals.

As referenced in Exhibit A of the attached agreements, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Contractors will be limited in their ability to increase the operational capacity of the substance use prevention and reduction coalitions thereby leaving youth exposed to the dangers of substance use.

Respectfully submitted,



 Lori A. Weaver
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
SS-2024-DBH-26-COALI
FISCAL DETAIL SHEET**

05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, PREVENTION SERVICES (100% GENERAL FUNDS)

100% General Funds

Vendor Name: CITY OF DOVER

Vendor # 177380-B005

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2024	102-500731	Contracts for Program services	92056508	\$0.00	\$40,000.00	\$40,000.00
2025	102-500731	Contracts for Program services	92056508	\$0.00	\$40,000.00	\$40,000.00
		<i>Sub Total</i>		\$0.00	\$80,000.00	\$80,000.00

Vendor Name: UNITED WAY OF GREATER NASHUA

Vendor # 160062-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2024	102-500731	Contracts for Program services	92056508	\$0.00	\$40,000.00	\$40,000.00
2025	102-500731	Contracts for Program services	92056508	\$0.00	\$40,000.00	\$40,000.00
		<i>Sub Total</i>		\$0.00	\$80,000.00	\$80,000.00

Vendor Name: RAYMOND COALITION FOR YOUTH, INC.

Vendor # 204771-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2024	102-500731	Contracts for Program services	92056508	\$0.00	\$40,000.00	\$40,000.00
2025	102-500731	Contracts for Program services	92056508	\$0.00	\$40,000.00	\$40,000.00
		<i>Sub Total</i>		\$0.00	\$80,000.00	\$80,000.00

Vendor Name: SOUTHEASTERN REGIONAL EDUCATIONAL SERVICE CENTER

Vendor # 154866-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2024	102-500731	Contracts for Program services	92056508	\$0.00	\$40,000.00	\$40,000.00
2025	102-500731	Contracts for Program services	92056508	\$0.00	\$40,000.00	\$40,000.00
		<i>Sub Total</i>		\$0.00	\$80,000.00	\$80,000.00

TOTAL	\$0.00	\$320,000.00	\$320,000.00
--------------	---------------	---------------------	---------------------

Subject: Coalition Operation Support SS-2024-DBH-26-COALI-01

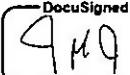
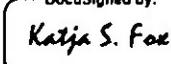
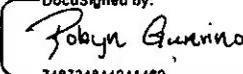
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 City of Dover		1.4 Contractor Address 288 Central Avenue Dover, NH 03820	
1.5 Contractor Phone Number (603) 516-6023	1.6 Account Unit and Class 05-95-92-920510-33800000-102-500731	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$80,000
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: 3/6/2024		1.12 Name and Title of Contractor Signatory J. Michael Joyal City Manager	
1.13 State Agency Signature DocuSigned by:  Date: 3/8/2024		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: 3/11/2024			
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.

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
Coalition Operation 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 adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) 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.

DS
AA

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must develop and maintain a community-based coalition focused on prevention strategies to prevent and reduce youth access to and use of substances including, but not limited to, alcohol, marijuana, nicotine, vaping, prescription drugs, and emerging substances. The Contractor must ensure the coalition is composed of, at a minimum:

- 1.1.1. Youth serving organizations;
- 1.1.2. Schools;
- 1.1.3. Parents;
- 1.1.4. Public safety;
- 1.1.5. Health professionals; and
- 1.1.6. Business community representatives.

1.2. The Contractor must ensure services are provided in Dover, NH.

1.3. Emerging and Evolving Concerns

1.3.1. The Contractor must create and disseminate a social norming campaign based on the 2023 Youth Risk Behavior Study (YRBS) data, conducted by the Centers for Disease Control (CDC) and the NH Department of Education. The campaign must be designed to raise awareness of what is happening in the community regarding youth access to and use of substances and be designed to change behaviors.

1.3.2. The Contractor must educate adults in the community about new alcohol, nicotine/vaping and marijuana products that are marketed in ways that could be attractive to teens.

1.3.3. The Contractor must work with the Dover Police Department and NH Liquor Commission to:

- 1.3.3.1. Conduct regular alcohol compliance checks at local businesses that sell alcohol.
- 1.3.3.2. Coordinate a committee that will provide outreach and education to local businesses selling these products.
- 1.3.3.3. Develop a recognition program bringing positive attention to businesses that do not sell alcohol to minors.

1.4. Health Disparities

1.4.1. The Contractor must ensure materials and strategies are culturally effective.

DS
AAG

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

- 1.4.2. The Contractor must coordinate efforts to develop programs and supports for Children of Substance Abusing Parents (COSAPs). The Contractor must:
 - 1.4.2.1. Actively collaborate with relevant stakeholders, including healthcare professionals, social workers, and community organizations, to ensure a comprehensive and unified approach to addressing the needs of COSAPs;
 - 1.4.2.2. Ensure programs are tailored to the unique challenges faced by children whose parents are struggling with substance abuse, which may include counseling services, educational resources, support groups, and interventions aimed at mitigating the impact of parental substance abuse on the well-being of these children; and
 - 1.4.2.3. Establish support mechanisms to assist COSAPs, which may include connecting them with counseling services, mentoring programs, or community resources that address their emotional, educational, and social needs.
- 1.4.3. The Contractor must examine how health disparities impact LGBTQ youth and develop resources and supports for this population. The Contractor must:
 - 1.4.3.1. Conduct an analysis of existing health disparities within the LGBTQ youth population including but not limited to understanding the specific challenges they face in terms of healthcare access, mental health, and overall well-being;
 - 1.4.3.2. Develop targeted resources, based on the examination results, to address identified health disparities which may include creating educational materials, awareness campaigns, and accessible healthcare initiatives that cater to the unique needs of LGBTQ youth; and
 - 1.4.3.3. Design support programs that provide LGBTQ youth with the necessary tools and assistance to navigate and overcome health disparities which may include partnerships with healthcare providers, community organizations, and mental health professionals.
- 1.4.4. The Contractor must establish and coordinate an Adverse Child Experiences (ACE) taskforce designed to identify youth experiencing ACEs, and connect them with positive interventions.
- 1.4.5. The Contractor must work with the Dover School Department to implement alternative suspension programs for youth identified as using substances on school property.



**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

1.5. Capacity Development

- 1.5.1. The Contractor must ensure all staff and the Coalition chair obtain and maintain State of NH Certified Prevention Specialist certification.
- 1.5.2. The Contractor must ensure adequate staffing to meet deliverables.
- 1.5.3. The Contractor must coordinate trainings in Dover for coalition members and the community to increase their knowledge and skills to take action.
- 1.5.4. The Contractor must provide opportunities for members to attend state trainings and outside conferences.
- 1.5.5. The Contractor must develop and maintain various workgroups designed to tackle new coalition projects.

1.6. Partnerships and Helping Other Communities

- 1.6.1. The Contractor must support youth empowerment across the state by providing technical assistance to communities upon request. The Contractor must:
 - 1.6.1.1. Ensure technical assistance is customized to meet the specific requirements of each community, which includes, but is not limited to helping communities develop youth leadership programs, educational initiatives, mentorship opportunities, and other activities that empower young individuals.
- 1.6.2. The Contractor must host a statewide Youth Empowerment Conference to increase the knowledge and skills of youth advocates. The Contractor must:
 - 1.6.2.1. Gather feedback from participants to assess the effectiveness of the content, identify areas for improvement, and ensure that future conferences continue to meet the evolving needs of youth advocates.
- 1.6.3. The Contractor must maintain regular communication with Drug Free Communities (DFC) coordinators in the state.
- 1.6.4. The Contractor must participate in monthly DFC networking calls.

1.7. Coalition Sustainability

- 1.7.1. The Contractor must update and implement the Coalition sustainability plan by six (6) months of the contract effective date.
- 1.7.2. The Contractor must apply for local, state and federal grants to sustain coalition operation services where applicable.

1.8. Data Entry Requirements



**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

1.8.1. The Contractor must provide the Department with aggregate, non-identifiable data that supports Contract deliverables. The Contractor must:

1.8.1.1. Work with the Department's Contractor, Arkansas Foundation for Medical Care Inc. (AFMC), to obtain authorization to enter data into AFMC's REDCap system, which will be used by AFMC to provide aggregate reporting to the Department.

1.8.1.2. Enter aggregate, non-identifiable data into the AFMC system on a monthly basis, due by the 20th business day of the following month. The Contractor must ensure data entered includes:

1.8.1.2.1. Demographics;

1.8.1.2.2. Number of meetings held;

1.8.1.2.3. Number of adults reached;

1.8.1.2.4. Number of youth reached;

1.8.1.2.5. Number of alcohol compliance checks conducted;

1.8.1.2.6. Number of programs that support COSAPs developed;

1.8.1.2.7. Number of resources developed that address the impacts of health disparities on LGBTQ youth;

1.8.1.2.8. Number of alternative suspension programs implemented;

1.8.1.2.9. Number of trainings to Coalition members;

1.8.1.2.10. Number of workgroups designed to tackle new coalition projects developed; and

1.8.1.2.11. Other data as determined and requested by the Department.

1.8.2. The Contractor must ensure aggregate and de-identified data excludes information that would allow for the constructive identification of any individual, meaning that there is no reasonable basis to believe that the data 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.

1.9. The Contractor must participate in meetings with the Department on a monthly



**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

basis, or as otherwise requested by the Department.

1.10. The Contractor may be required to participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.11. Reporting

1.11.1. The Contractor must provide the Department with aggregate data from its coalition operation support work to support the Contract deliverables and will not be handling or storing regulated or identifiable data on the Department's behalf.

1.11.2. The Contractor must ensure at no time will it share personally identifiable information, protected health information, Substance Use Disorder (SUD) or other state or federally regulated information with the Department verbally, digitally or hard copy in association with this Contract.

1.11.3. The Contractor must submit monthly reports through AFMC's REDCap system to the Department, in a format approved by the Department, to ensure progress towards Contract deliverables. The Contractor must ensure quarterly reports include only aggregate and non-identifiable data including, but not limited to:

1.11.3.1. Demographics;

1.11.3.2. Number of meetings held;

1.11.3.3. Number of adults reached;

1.11.3.4. Number of youth reached;

1.11.3.5. Number of alcohol compliance checks conducted;

1.11.3.6. Number of programs that support COSAPs developed;

1.11.3.7. Number of resources developed that address the impacts of health disparities on LGBTQ youth;

1.11.3.8. Number of alternative suspension programs implemented;

1.11.3.9. Number of trainings provided to Coalition members;

1.11.3.10. Number of workgroups designed to tackle new coalition projects developed; and

1.11.3.11. Other data as determined and requested by the Department.

1.11.4. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.



**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

1.12. Background Checks

1.12.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.12.1.1. 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;

1.12.1.2. 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

1.12.1.3. 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.

1.13. Confidential Data

1.13.1. 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.

1.13.2. The Contractor must ensure any individuals involved in delivering services through the resulting 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.

1.14. Privacy Impact Assessment

1.14.1. 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^{PS} at

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

minimum, the following:

- 1.14.1.1. How PII is gathered and stored;
- 1.14.1.2. Who will have access to PII;
- 1.14.1.3. How PII will be used in the system;
- 1.14.1.4. How individual consent will be achieved and revoked;
and
- 1.14.1.5. Privacy practices.
- 1.14.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.
- 1.15. Department Owned Devices, Systems and Network Usage
 - 1.15.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are 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, each End User must:
 - 1.15.1.1. 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;
 - 1.15.1.2. 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;
 - 1.15.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 1.15.1.4. 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;



New Hampshire Department of Health and Human Services
Coalition Operation Support

EXHIBIT B

- 1.15.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.15.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.15.1.7. 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 only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.15.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.15.1.9. Agree when utilizing the Department's email system:
 - 1.15.1.9.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".
 - 1.15.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.15.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

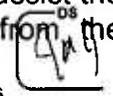
CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 1.15.1.10. 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:
 - 1.15.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.



**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

- 1.15.1.10.2. 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.
- 1.15.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.
- 1.15.1.11. 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.
- 1.15.1.12. 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.
- 1.16. Contract End-of-Life Transition Services
 - 1.16.1. General Requirements
 - 1.16.1.1. 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.
 - 1.16.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the

from the


**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

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 and 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.

- 1.16.1.3. 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.
- 1.16.1.4. 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.
- 1.16.1.5. 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.
- 1.16.1.6. 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.

1.16.2. Completion of Transition Services

- 1.16.2.1. 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

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

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.

1.16.2.2. 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.

1.16.3. Disagreement over Transition Services Results

1.16.3.1. 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.

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

**New Hampshire Department of Health and Human Services
Coalition Operation 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
Coalition Operation 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
Coalition Operation 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, in accordance with 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 Exhibits C-1, Budget through 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 dhhs.dbhinvoicesbdas@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}

Amg

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT C

completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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 receiving support of \$1,000,000 or more.
 - 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. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high risk.



**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT C

- 8.5. 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.

^{DS}


Exhibit C-1 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	City of Dover
Budget Request for:	Coalition Operation Support
Budget Period	7/1/2023 - 6/30/2024
Indirect Cost Rate (if applicable)	0%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$30,038
2. Fringe Benefits	\$9,494
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$468
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$40,000
Total Indirect Costs	\$0
TOTAL	\$40,000

Contractor Initial:

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	City of Dover
Budget Request for:	Coalition Operation Support
Budget Period	7/1/2024-6/30/2025
Indirect Cost Rate (if applicable)	0%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$24,965
2. Fringe Benefits	\$14,350
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$185
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$250
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$250
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$40,000
Total Indirect Costs	\$0
TOTAL	\$40,000

Contractor Initial:

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
AM

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



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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

Contractor Initials

DS
Am

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



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:

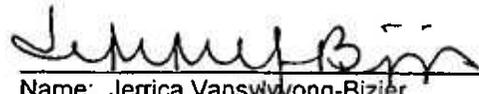
DHHSInformationSecurityOffice@dhhs.nh.gov

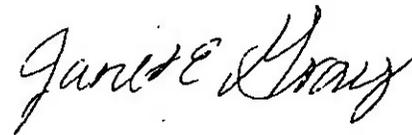
CERTIFICATE OF AUTHORITY

I, Jerrica Vansylvong-Bizier, Dover City Clerk, hereby certify that:

1. I am a duly appointed Municipality Clerk of the City of Dover, New Hampshire.
2. I hereby certify that J. Michael Joyal, Jr., City Manager for the City of Dover, is authorized on behalf of this municipality to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.
3. I hereby certify that this authority has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment/agreement to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the municipality. To the extent that there are any limits on the authority of any listed individual to bind the municipality in contracts or other agreements with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 3/6/2024


Name: Jerrica Vansylvong-Bizier
Title: City Clerk



JANET E. GRAY
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
December 21, 2027



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: City of Dover 288 Central Avenue Dover, NH 03820		Member Number: 156	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301			Date: 11/7/2023 mpurcell@nhprimex.org Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Subject: Coalition Operation Support SS-2024-DBH-26-COALI-02

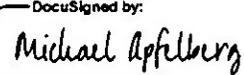
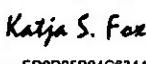
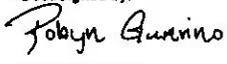
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

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 United Way of Greater Nashua		1.4 Contractor Address 20 Broad Street, Nashua, NH 03064	
1.5 Contractor Phone Number (603) 864-0202	1.6 Account Unit and Class 05-95-92-920510-33800000-102-500731	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$80,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature <small>DocuSigned by:</small>  Date: 3/5/2024		1.12 Name and Title of Contractor Signatory Michael Apfelberg President	
1.13 State Agency Signature <small>DocuSigned by:</small>  Date: 3/8/2024		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) <small>DocuSigned by:</small> By:  On: 3/11/2024			
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 ds
ml
Date 3/5/2024

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
Coalition Operation 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 adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) 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
Coalition Operation Support**

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must develop and maintain a community-based coalition focused on prevention strategies to prevent and reduce youth access to and use of substances including, but not limited to, alcohol, marijuana, nicotine, vaping, prescription drugs, and emerging substances. The Contractor must ensure the coalition is composed of, at a minimum:

- 1.1.1. Youth serving organizations;
- 1.1.2. Schools;
- 1.1.3. Parents;
- 1.1.4. Public safety;
- 1.1.5. Health professionals; and
- 1.1.6. Business community representatives.

1.2. The Contractor must ensure services are available in Nashua, NH.

1.3. **Emerging and Evolving Concerns**

1.3.1. The Contractor must create and disseminate a social norming campaign based on the 2023 Youth Risk Behavior Study (YRBS) data, conducted by the Centers for Disease Control (CDC) and the NH Department of Education. The campaign must be designed to raise awareness of what is happening in the community regarding youth access to and use of substances and be designed to change behaviors.

1.3.2. The Contractor must educate adults in the community about new alcohol, nicotine/vaping and marijuana products that are marketed in ways that could be attractive to teens.

1.3.3. The Contractor must utilize YRBS results by working with the Community Health Institute and Nashua Public Health Epidemiologist to correlate data points of interest for other organizations and community members.

1.3.4. The Contractor must collaborate with the Nashua Police Department to conduct bi-annual drug take-back events and provide education to community attendees.

1.3.5. The Contractor must collaborate with the NH Liquor Commission to:

1.3.5.1. Conduct regular alcohol compliance checks at local businesses that sell alcohol.

1.3.5.2. Coordinate a committee that will provide outreach_{os} and

ML

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

education to local businesses selling these products.

- 1.3.5.3. Develop a recognition program bringing positive attention to businesses that do not sell alcohol to minors:

1.4. Health Disparities

- 1.4.1. The Contractor must ensure materials and strategies are culturally effective.

- 1.4.2. The Contractor must establish and coordinate an Adverse Child Experiences (ACE) taskforce designed to identify youth experiencing ACEs, and connect them with positive interventions. The Contractor must:

- 1.4.2.1. Actively collaborate with relevant stakeholders, including healthcare professionals, social workers, and community organizations, to ensure a comprehensive and unified approach to addressing the needs of COSAPs;

- 1.4.2.2. Ensure programs are tailored to the unique challenges faced by children whose parents are struggling with substance abuse. These programs may include counseling services, educational resources, support groups, and interventions aimed at mitigating the impact of parental substance abuse on the well-being of these children; and

- 1.4.2.3. Establish support mechanisms to assist COSAPs. This could involve connecting them with counseling services, mentoring programs, or community resources that address their emotional, educational, and social needs.

- 1.4.3. The Contractor must work with the Nashua School Department to implement alternative suspension programs for youth identified as using substances on school property. The Contractor must:

- 1.4.3.1. Present a detailed implementation plan to the Nashua School Department within six (6) months of contract effective date for review and approval. This plan may include, but is not limited to, program structure, counseling services, educational components, and any other relevant interventions deemed appropriate.

1.5. Capacity Development

- 1.5.1. The Contractor must ensure adequate staffing to meet deliverables.

- 1.5.2. The Contractor must coordinate and support trainings in Nashua for coalition members and the community to increase their knowledge and skills to take action.

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

- 1.5.3. The Contractor must enhance team building by conducting small group activities during coalition meetings.
- 1.5.4. The Contractor must provide opportunities for members to attend state trainings and outside conferences.
- 1.5.5. The Contractor must develop and maintain various workgroups designed to tackle new coalition projects.
- 1.6. Partnerships and Helping Other Communities
 - 1.6.1. The Contractor must support youth empowerment across Nashua by providing technical assistance to community partners upon request. The Contractor must:
 - 1.6.1.1. Ensure technical assistance provided should be customized to meet the specific requirements of each community, which includes but is not limited to: helping communities develop youth leadership programs, educational initiatives, mentorship opportunities, and other activities that empower young individuals.
 - 1.6.2. The Contractor must support Nashua youth to attend the statewide Youth Empowerment Conference to increase the knowledge and skills of youth advocates. The Contractor must:
 - 1.6.2.1. Gather feedback from participants to assess the effectiveness of the content, identify areas for improvement, and ensure that future conferences continue to meet the evolving needs of youth advocates.
 - 1.6.3. The Contractor must maintain regular communication with Drug Free Communities (DFC) coordinators in the state by, at a minimum, participating in monthly DFC networking calls.
- 1.7. Coalition Sustainability
 - 1.7.1. The Contractor must update and implement the Coalition sustainability plan by six (6) months of the contract effective date.
 - 1.7.2. The Contractor must implement its strategic plan by 30 days of the contract effective date.
 - 1.7.3. The Contractor must apply for local, state, and federal grants to sustain coalition operation services when applicable.
- 1.8. Data Entry Requirements
 - 1.8.1. The Contractor must provide the Department with aggregate, non-identifiable data that supports Contract deliverables. The Contractor must:

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

- 1.8.1.1. Work with the Department's Contractor, Arkansas Foundation for Medical Care Inc. (AFMC), to obtain authorization to enter data into AFMC's REDCap system, which will be used by AFMC to provide aggregate reporting to the Department.
- 1.8.1.2. Enter aggregate, non-identifiable data into the AFMC system on a monthly basis, due by the 20th business day of the following month. The Contractor must ensure data entered includes:
 - 1.8.1.2.1. Demographics;
 - 1.8.1.2.2. Number of meetings held;
 - 1.8.1.2.3. Number of adults reached;
 - 1.8.1.2.4. Number of youth reached;
 - 1.8.1.2.5. Number of alcohol compliance checks conducted;
 - 1.8.1.2.6. Number of alternative suspension programs implemented;
 - 1.8.1.2.7. Number of trainings provided to Coalition members;
 - 1.8.1.2.8. Number of workgroups designed to tackle new coalition projects developed; and
 - 1.8.1.2.9. Other data as determined and requested by the Department.
- 1.8.2. The Contractor must ensure aggregate and de-identified data excludes information that would allow for the constructive identification of any individual, meaning that there is no reasonable basis to believe that the data 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.
- 1.9. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.10. The Contractor may be required to participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.11. Reporting
 - 1.11.1. The Contractor must provide the Department with aggregate data from its coalition operation support work to support the

Contract
Md

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

deliverables and will not be handling or storing regulated or identifiable data on the Department's behalf.

1.11.2. The Contractor must ensure at no time will it share personally identifiable information, protected health information, Substance Use Disorder (SUD) or other state or federally regulated information with the Department verbally, digitally or hard copy in association with this Contract.

1.11.3. The Contractor must submit monthly reports through AFMC's REDCap system to the Department, in a format approved by the Department, to ensure progress towards Contract deliverables. The Contractor must ensure quarterly reports include only aggregate and non-identifiable data including, but not limited to:

1.11.3.1. Demographics;

1.11.3.2. Number of meetings held;

1.11.3.3. Number of adults reached;

1.11.3.4. Number of youth reached;

1.11.3.5. Number of alcohol compliance checks conducted;

1.11.3.6. Number of alternative suspension programs implemented;

1.11.3.7. Number of trainings provided to Coalition members; and

1.11.3.8. Number of workgroups designed to tackle new coalition projects developed.

1.11.4. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.

1.12. Background Checks

1.12.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.12.1.1. 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;

1.12.1.2. 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

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

1.12.1.3. 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.

1.13. Confidential Data

1.13.1. 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.

1.13.2. The Contractor must ensure any individuals involved in delivering services through the resulting 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.

1.14. Privacy Impact Assessment

1.14.1. 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:

1.14.1.1. How PII is gathered and stored;

1.14.1.2. Who will have access to PII;

1.14.1.3. How PII will be used in the system;

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

1.14.1.5. Privacy practices.

1.14.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.15. Department Owned Devices, Systems and Network Usage

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

- 1.15.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are 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, each End User must:
- 1.15.1.1. 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;
 - 1.15.1.2. 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;
 - 1.15.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 1.15.1.4. 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;
 - 1.15.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 1.15.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
 - 1.15.1.7. 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 only. Email is defined as "internal email systems" or "Department-funded email systems."

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

- 1.15.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.15.1.9. Agree when utilizing the Department's email system:
 - 1.15.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 1.15.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.15.1.9.3. 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."
- 1.15.1.10. 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:
 - 1.15.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 1.15.1.10.2. 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.
 - 1.15.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.
- 1.15.1.11. 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

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

criminal and/or civil prosecution, if the act constitutes a violation of law.

- 1.15.1.12. 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.

1.16. Contract End-of-Life Transition Services

1.16.1. General Requirements

- 1.16.1.1. 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.
- 1.16.1.2. 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 and 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.

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

- 1.16.1.3. 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.
- 1.16.1.4. 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.
- 1.16.1.5. 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.
- 1.16.1.6. 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.
- 1.16.2. Completion of Transition Services
- 1.16.2.1. 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.
- 1.16.2.2. 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.
- 1.16.3. Disagreement over Transition Services Results

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

1.16.3.1. 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.

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 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."

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

- 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.
- 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
Coalition Operation 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, in accordance with 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 Exhibits C-1, Budget through 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 dhhs.dbhinvoicesbdas@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.

ML

**New Hampshire Department of Health and Human Services
Coalition Operation 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 receiving support of \$1,000,000 or more.
 - 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. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor ^{that is the}

MA

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT C

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:	United Way of Greater Nashua
Budget Request for:	Coalition Operation Support
Budget Period	7/1/2023 - 6/30/2024
Indirect Cost Rate (if applicable)	10%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$30,000
2. Fringe Benefits	\$3,000
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$1
5.(a) Supplies - Educational	\$2,996
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$1
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$1
8. (b) Other - Education and Training	\$1
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$36,000
Total Indirect Costs	\$4,000
TOTAL	\$40,000

Contractor Initial: 
 Date: 3/5/2024

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	United Way of Greater Nashua
Budget Request for:	Coalition Operation Support
Budget Period	7/1/2024-6/30/2025
Indirect Cost Rate (if applicable)	10%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$30,000
2. Fringe Benefits	\$3,000
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$1
5.(a) Supplies - Educational	\$2,996
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$1
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$1
8. (b) Other - Education and Training	\$1
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$36,000
Total Indirect Costs	\$4,000
TOTAL	\$40,000

Contractor Initial: 
 Date: 3/5/2024

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
ML

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 

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 

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

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 UNITED WAY OF GREATER NASHUA is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 17, 1930. 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: 65652

Certificate Number: 0006547029



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of January A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of United Way of Greater Nashua
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 19, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Michael Apfelberg (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of United Way of Greater Nashua to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority 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: 2/19/2024

Paula D. Moran

Signature of Elected Officer

Name: Paula Moran

Title: Secretary

LIVE UNITED™



Mission

To mobilize the caring power of the community to ensure a strong safety net, where every individual has access to the building blocks of a good life – health, education, & economic mobility.

Vision: United Way envisions a diverse and inclusive community where every person has the resources & support to succeed, & as a result, the entire community thrives & prospers.

Values: Community Focus, Collaboration, Resiliency, Accountability, Integrity, Equity

THE UWGN COMMUNITY & BEYOND WILL SAY THIS ABOUT US

<p>Individual Donors When I <u>give</u> through United Way, I know I am doing more than I could alone to strengthen the whole community & ensure that all people have access to the building blocks of a good quality of life.</p>	<p>Volunteers United Way makes it easy for me to <u>be involved</u> & make a significant difference with the time I have to share with my community in a way that speaks to my heart & leverages my abilities.</p>	<p>Organization Partners United Way helps our agency to <u>connect</u> our mission to the big picture by building collaboration & focus on the community's most pressing needs & where our expertise can do the most good.</p>	<p>Business Partners By <u>supporting</u> the United Way Annual Campaign, sponsoring, & volunteering, we affirm our belief that by working together, we can build the kind of community where we can all thrive.</p>	<p>Board, Council, & Staff United Way gives us an <u>opportunity to lead</u> in the community, & to strengthen the community by creating lasting & measurable improvements in the lives of our neighbors.</p>	<p>Clients I'm <u>grateful</u> to United Way for investing in programs that changed my life & now I'm proud to be able to give back.</p>
---	---	---	---	--	---

UWGN WILL DRIVE PERFORMANCE IN THESE FUNDAMENTAL ELEMENTS OF MISSION

<p>Resource Development To give</p>	<p>Community & Volunteering To give back</p>	<p>Impactful Community Events To connect</p>	<p>Advocacy Engage & educate</p>	<p>Community Impact Assess needs & invest in local solutions</p>	<p>Marketing Tell the story</p>
--	---	---	---	---	--

UWGN WILL BUILD ON THESE DISTINCTIVE STRENGTHS

<p>Mobilize a large & effective volunteer base</p>	<p>Achieve successful outcomes with our community partners</p>	<p>Increase collective impact & collaboration through outreach within our community</p>	<p>Expand upon the trust of longstanding employer & employee relationships</p>	<p>Build a diversified & sustainable funding stream</p>
--	--	---	--	---

UWGN WILL PURSUE THESE STRATEGIC PRIORITIES

<p>Increase access to community resources</p>	<p>Build a larger volunteer & donor base, so that all are better served and collaboration can thrive</p>	<p>Expand & strengthen community awareness & services with a focus on diversity, equity, and inclusion</p>	<p>Expand collaboration across sectors for collective impact goals (health, education, & economic mobility) that attain measurable results</p>	<p>Promote philanthropy & partnerships</p>
---	--	--	--	--

UNITED WAY OF GREATER NASHUA, INC.
FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2022
INDEPENDENT AUDITORS' REPORT



265 Washington Street, Keene, NH 03431

Phone: 603.352.4500

Fax: 603.352.8558

www.osterwheeler.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
United Way of Greater Nashua, Inc.:

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of United Way of Greater Nashua, Inc. (a not-for-profit New Hampshire organization) which comprise the statement of financial position as of September 30, 2022 and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of United Way of Greater Nashua, Inc. as of September 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of United Way of Greater Nashua, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about United Way of Greater Nashua, Inc.'s ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of United Way of Greater Nashua, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about United Way of Greater Nashua, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 29, 2023 on our consideration of United Way of Greater Nashua, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of United Way of Greater Nashua, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering United Way of Greater Nashua, Inc.'s internal control over financial reporting and compliance.

Report on Summarized Comparative Information

We have previously audited United Way of Greater Nashua, Inc.'s September 30, 2021 financial statements and we expressed an unmodified audit opinion on those audited financial statements in our report dated January 19, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Oster & Wheeler, P.C.

Keene, New Hampshire
March 29, 2023

UNITED WAY OF GREATER NASHUA, INC.
STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2022
(WITH COMPARATIVE TOTALS AS OF SEPTEMBER 30, 2021)

<u>ASSETS</u>	<u>2022</u>	<u>2021</u>
CURRENT ASSETS:		
Cash	\$ 537,210	\$ 492,515
Accounts receivable	3,500	9,333
Pledges receivable, net	62,534	53,362
Grant receivable	61,184	182,920
Prepaid expenses	<u>24,837</u>	<u>13,892</u>
Total current assets	<u>689,265</u>	<u>752,022</u>
OTHER ASSETS:		
Other assets	3,297	-
Restricted cash	720,261	537,412
Beneficial interest - NHCF	196,505	238,037
Property and equipment, net	<u>335,812</u>	<u>331,941</u>
Total other assets	<u>1,255,875</u>	<u>1,107,390</u>
Total assets	<u>\$ 1,945,140</u>	<u>\$ 1,859,412</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES:		
Current portion of long-term debt	\$ 5,497	\$ 5,336
Accounts payable	142,203	112,001
Community impact grants payable	93,000	93,000
Designations payable	17,724	17,233
Funds held for others	4,270	3,234
Security deposits and accrued expenses	<u>56,165</u>	<u>47,052</u>
Total current liabilities	318,859	277,856
LONG-TERM DEBT, net of current portion	<u>177,528</u>	<u>182,934</u>
Total liabilities	<u>496,387</u>	<u>460,790</u>
NET ASSETS:		
Without donor restrictions:		
Board designated	97,398	83,076
Undesignated	<u>537,707</u>	<u>448,657</u>
	635,105	531,733
With donor restrictions	<u>813,648</u>	<u>866,889</u>
Total net assets	<u>1,448,753</u>	<u>1,398,622</u>
Total liabilities and net assets	<u>\$ 1,945,140</u>	<u>\$ 1,859,412</u>

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

UNITED WAY OF GREATER NASHUA, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2022
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED SEPTEMBER 30, 2021)

	2022			2021
	Without Donor Restriction	With Donor Restriction	Totals	Totals
REVENUE AND SUPPORT:				
Campaign	\$ 481,915	\$ 79,289	\$ 561,204	\$ 537,081
Less: provision for uncollectible pledges	<u>(32,346)</u>	<u>-</u>	<u>(32,346)</u>	<u>(20,240)</u>
Net campaign	449,569	79,289	528,858	516,841
COVID-19 fund	<u>53,989</u>	<u>-</u>	<u>53,989</u>	<u>141,071</u>
Total campaign revenue	503,558	79,289	582,847	657,912
Grant income:				
Federal Drug Free Community	-	103,654	103,654	101,898
Preschool development grant	-	405,698	405,698	453,513
EL GEER grant	-	267,766	267,766	70,953
ELL Cares grant	-	-	-	146,524
Americorps grant	-	11,765	11,765	-
G UW grant	-	10,000	10,000	-
UWW grant	-	10,000	10,000	-
VITA grant	-	10,000	10,000	-
Other	5,340	-	5,340	4,348
Special events:				
Over the Edge	61,205	96,197	157,402	160,641
Sleepout	80,039	218	80,257	3,494
Blizzard Blast	-	-	-	29,155
Skydive United	16,714	-	16,714	38,275
Cornhole tournament	8,430	-	8,430	4,369
Community fun run	23,331	5,108	28,439	-
Charitable gaming	192,809	-	192,809	687
Other	8,090	-	8,090	3,134
Corporate sponsorships	75,759	-	75,759	73,813
Community services	2,850	15,276	18,126	36,224
Gifts in kind	123,090	-	123,090	191,731
Gain (loss) on beneficial interest	-	(40,145)	(40,145)	47,345
Investment income	9,425	-	9,425	9,749
Rental income	59,700	-	59,700	61,400
Other income	32,918	-	32,918	65,365
Fiscal agent revenue and support	-	424,675	424,675	469,508
Net assets released from restriction	<u>1,452,742</u>	<u>(1,452,742)</u>	<u>-</u>	<u>-</u>
Total revenue and support	<u>2,656,000</u>	<u>(53,241)</u>	<u>2,602,759</u>	<u>2,630,038</u>
EXPENSES:				
Program services	2,244,445	-	2,244,445	2,142,603
Management and general	179,889	-	179,889	202,411
Fundraising	<u>128,294</u>	<u>-</u>	<u>128,294</u>	<u>146,071</u>
Total expenses	<u>2,552,628</u>	<u>-</u>	<u>2,552,628</u>	<u>2,491,085</u>
CHANGES IN NET ASSETS	103,372	(53,241)	50,131	138,953
NET ASSETS - beginning of period	<u>531,733</u>	<u>866,889</u>	<u>1,398,622</u>	<u>1,259,669</u>
NET ASSETS - end of period	<u>\$ 635,105</u>	<u>\$ 813,648</u>	<u>\$ 1,448,753</u>	<u>\$ 1,398,622</u>

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

UNITED WAY OF GREATER NASHUA, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2022
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED SEPTEMBER 30, 2021)

	2022			2021	
	Program Services	Management and General	Fundraising	Totals	Totals
Designations for other organizations	\$ 79,289	\$ -	\$ -	\$ 79,289	\$ 60,717
Community impact grants	372,000	-	-	372,000	372,002
Community services:					
Blizzard Blast	5,055	-	-	5,055	39,180
Over the Edge	129,472	-	-	129,472	126,663
Day of Caring	4,028	-	-	4,028	8,822
Sleepout	1,998	-	-	1,998	366
Federal Drug Free Community	103,654	-	-	103,654	101,898
One Greater Nashua	3,961	-	-	3,961	5,168
Fiscal agencies	370,800	-	-	370,800	410,343
Santa Fund	15,276	-	-	15,276	31,502
Skydive United	2,870	-	-	2,870	4,274
COVID-19 expenditures and grants	19,010	-	-	19,010	40,755
Preschool Development	484,814	-	-	484,814	332,001
ELL Cares	-	-	-	-	146,524
EL GEER	267,766	-	-	267,766	70,953
Community fun run	11,136	-	-	11,136	-
Community service expense	45,993	-	-	45,993	23,128
Salaries and wages	163,126	54,375	54,375	271,876	287,658
Gifts in kind	59,897	35,938	23,958	119,793	191,731
Professional services	57,220	34,332	22,888	114,440	115,628
Dues	14,983	2,809	937	18,729	14,703
Supplies and expenses	6,811	6,811	13,622	27,244	29,354
Insurance	3,560	5,086	1,525	10,171	8,950
Occupancy	9,779	23,470	5,868	39,117	42,705
Depreciation	7,407	10,582	3,175	21,164	20,730
Bank fees	4,540	6,486	1,946	12,972	5,330
Total expenses	\$ 2,244,445	\$ 179,889	\$ 128,294	\$ 2,552,628	\$ 2,491,085

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

UNITED WAY OF GREATER NASHUA, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2022
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED SEPTEMBER 30, 2021)

	<u>2022</u>	<u>2021</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	\$ 50,131	\$ 138,953
Adjustments to reconcile change in net assets to net cash flows from operating activities		
Depreciation	21,164	20,730
Change in beneficial interest	41,537	(46,024)
Provision for uncollectible pledges	32,346	20,240
Decrease (increase) in:		
Pledges receivable	(41,518)	(17,175)
Accounts receivable	5,833	30,900
Grant receivable	121,736	(182,920)
Prepaid expenses	(10,945)	30,811
Other assets	(3,297)	-
Increase (decrease) in:		
Accounts payable	30,202	70,308
Community impact grants payable	-	(1)
Designations payable	491	(11,874)
Funds held for others	1,036	(1,240)
Security deposits and accrued expenses	9,113	2,474
Refundable advances	-	(69,166)
Net cash flows from operating activities	<u>257,829</u>	<u>(13,984)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property and equipment	<u>(23,800)</u>	<u>-</u>
Net cash flows from investing activities	<u>(23,800)</u>	<u>-</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payment on principal of long-term debt	<u>(6,485)</u>	<u>(4,996)</u>
Net cash flows from financing activities	<u>(6,485)</u>	<u>(4,996)</u>
CHANGE IN CASH AND RESTRICTED CASH	227,544	(18,980)
CASH AND RESTRICTED CASH - beginning of year	<u>1,029,927</u>	<u>1,048,907</u>
CASH AND RESTRICTED CASH - end of year	\$ <u>1,257,471</u>	\$ <u>1,029,927</u>
RECONCILIATION OF CASH AND RESTRICTED CASH:		
Cash	\$ 537,210	\$ 492,515
Restricted cash	<u>720,261</u>	<u>537,412</u>
Total cash and restricted cash shown in the statement of cash flows	\$ <u>1,257,471</u>	\$ <u>1,029,927</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	\$ <u>8,919</u>	\$ <u>9,169</u>
In-kind donations received	\$ <u>123,090</u>	\$ <u>191,731</u>

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

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

1. Organization:

United Way of Greater Nashua, Inc. (the Organization) is a New Hampshire nonprofit organization managed through the efforts of both a professional and volunteer staff to provide financial support to local human services programs. The Organization relies on the financial support of the local population in order to meet its financial distributions to local member agencies. The Organization benefits from the efforts of over 800 volunteers that donate approximately 5,000 hours annually to the Organization, allowing them to provide important programs to the community. As per the terms of the respective agreements, some additional activities are performed by the Organization on behalf of other agencies.

2. Summary of significant accounting policies:

The following is a summary of significant accounting policies of the Organization used in preparing and presenting the accompanying financial statements.

Accounting for contributions and financial statement presentation - The Organization follows *Accounting for Contributions Received and Contributions Made and Financial Statements of Not-for-Profit Organizations as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC)*. Under these guidelines, the Organization is required to distinguish between contributions that increase net assets without donor restrictions and net assets with donor restrictions. It also requires recognition of contributions, including contributed services meeting certain criteria, at fair values. These reporting standards establish standards for financial statements of not-for-profit organizations and require a Statement of Financial Position, a Statement of Activities, a Statement of Functional Expenses and a Statement of Cash Flows.

Basis of accounting - The Organization presents its financial statements in accordance with *Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 958 Not-For-Profit Entities*. The accompanying financial statements have been prepared on the accrual basis of accounting. All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Non-cash contributions are recorded at fair market value on the date of donation. Income earned on net assets, including net realized appreciation on investments, is reflected as a change in net assets without donor restrictions or net assets with donor restrictions in accordance with donor stipulations.

Amounts related to the Organization's financial position and activities are reported in two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions are available for use in general operations and not subject to donor or certain grantor restrictions.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

Net assets with donor restrictions consist of assets whose use is limited by donor-imposed, time and/or purpose restrictions. Donor-imposed restrictions are released when a restriction expires, that is, when a stipulated time restriction ends, or purpose restriction is accomplished. When a donor restriction expires the net assets are reclassified as net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions. Some net assets with donor restrictions include a stipulation that assets provided be maintained permanently (perpetual in nature) while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a board-approved spending policy. The Organization follows a similar policy for investment return on these funds.

Cash and cash equivalents - For the purpose of reporting cash flows, the Organization considers all unrestricted highly liquid investments with an initial maturity of six months or less to be cash equivalents.

Restricted cash – Amounts included in restricted cash represent funds held by the United Way of Greater Nashua in their capacity as the fiscal agent for several small not for profit organizations (Note 11). These restrictions will lapse when the organizations appropriate the funds for expenditure. Also included in restricted cash are security deposits for various tenants (Note 14), cash restricted for the preschool development and federal drug free community grants, and board designated funds (Note 11).

Restricted cash balances as of September 30, 2022 and 2021 were comprised of the following:

	<u>2022</u>	<u>2021</u>
Fiscal agencies	\$ 403,159	\$ 352,070
Early childhood initiative	11,872	5,019
One Greater Nashua	17,660	20,122
Preschool development grant	164,644	68,761
Board designated funds	97,398	83,077
Other	<u>25,528</u>	<u>8,363</u>
Total	<u>\$ 720,261</u>	<u>\$ 537,412</u>

Allowance for doubtful accounts - The Organization utilizes the allowance method to provide for uncollectible pledges. The adequacy of the allowance for doubtful accounts for pledges receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for uncollectible pledges (bad debt expense). Management estimates the allowance based on experience with prior year campaign collections.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

Property and equipment - Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated. No depreciation is charged on land owned.

Conditions which might impact the fair market value of the assets are reviewed from time to time to assess the need to record any impairment to the value of the assets. No impairment allowance has been recognized during the current or prior year.

Functional expenses - The costs of providing the various program and supporting services have been summarized on a functional basis in the Statements of Activities. The Statements of Functional Expenses present the natural classification detail of expenses by function. Expenses are charged to programs and supporting services on the basis of periodic expense reviews and management estimates. Expenses directly attributable to a specific functional area of the Organization are reported as expenses of those functional areas. Management and general expenses include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of the Organization.

Donated assets - Donated marketable securities and other non-cash donations are recorded as contributions at their estimated fair values at the date of donation. Donated assets recognized in the Statement of Activities were \$3,297 and \$0 for the years ended September 30, 2022 and 2021, respectively.

Donated materials - Donated materials greater than \$500 are recorded as contributions at their estimated fair values at the date of donation. Donated materials recognized in the Statement of Activities were \$90,650 and \$169,051 for the years ended September 30, 2022 and 2021, respectively.

Donated services - The Organization receives donated services from a variety of unpaid volunteers assisting the Organization in its programs. Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received. Donated services recognized in the Statement of Activities were \$29,143 and \$22,680 for the years ended September 30, 2022 and 2021, respectively.

Use of estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

Contributions and grant revenues – Contributions, including promises to give, are considered conditional or unconditional, depending on the nature and existence of any donor or grantor conditions. A contribution or promise to give contains a donor or grantor condition when both of the following are present: (1) An explicit identification of a barrier, that is more than trivial, that must be overcome before the revenue can be earned and recognized (2) An implicit right of return of assets transferred or a right of release of a donor or grantor's obligation to transfer assets promised, if the condition is not met. Conditional contributions are recognized when the barrier(s) to entitlement are overcome. Unconditional contributions are recognized as revenue when received.

Grants are either recorded as contributions or exchange transactions based on criteria contained in the grant award. Grant awards that are contributions are evaluated for conditions and recognized as revenue when conditions in the award are satisfied. Unconditional awards are recognized as revenue when the award is received. Amounts received in which conditions have not been met are reported as a refundable advance liability. Grant awards that are exchange transactions are those in which the resource provider or grantor receives a commensurate value in exchange for goods or services transferred. There were no grants or awards that were considered exchange transactions during the years ended September 30, 2022 and 2021.

Operating leases – Leases in which a significant portion of the risks and rewards of ownership are retained by the lessor are classified as operating leases. Payments made or received under the operating leases are charged or recognized in the Statement of Activities on a straight-line basis over the period of the lease.

Income tax status – The Organization is exempt from Federal and State income tax under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization that is not a private foundation under Section 509(a)(2). Though the Organization is exempt from income tax, it is subject to tax on income unrelated to its exempt purpose, unless that income is otherwise excluded by the Internal Revenue Code. The Organization has calculated an income tax provision that is immaterial for financial statement purposes, and has evaluated its significant tax positions, including their tax-exempt status, and determined that they do not need to recognize a liability for any uncertain tax positions for interest, penalties or potential taxes. The Organization has processes presently in place to ensure the maintenance of its tax-exempt status, identify and report unrelated income, determine its filing and tax obligations in jurisdictions for which it has nexus, and identify and evaluate other matters that may be considered tax positions. The Organization has determined that there are no material uncertain tax positions that require recognition or disclosure in the financial statements.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

Accounting pronouncements adopted – In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts in-kind, for not-for-profit organizations. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the Statement of Activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The Organization adopted this guidance as of October 1, 2021, as required by the standard. The Organization applied Topic 958 on a retrospective basis.

Accounting pronouncements to be adopted in future periods – In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. ASU 2016-02 establishes a comprehensive new lease accounting model. The new standard clarifies the definitions of a lease, requires a dual approach to lease classification similar to current lease classifications, and causes lessees to recognize leases on the balance sheet as a lease liability with a corresponding right-of-use asset for leases with a lease term of more than twelve months. In June 2020, the FASB issued 2020-05 which provided nonpublic companies with a one-year deferral of the effective date of ASC 842. The Organization has elected to adopt this deferral and ASU 2016-02 is effective for the Organization's year ending September 30, 2023. The new standard originally required a modified retrospective transition for capital or operating leases existing at or entered into after the beginning of the earliest comparative period presented in the financial statements, but it does not require transition accounting for leases that expire prior to the date of the initial application. In July 2018, the FASB issued ASU No. 2018-11 *Leases (Topic 842)* which provided another transition method in addition to the existing transition method by allowing entities to initially apply the new leases standard at the adoption date and recognize a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption. The Organization has not yet determined the effects, if any, that the adoptions of ASU 2016-02 and ASU 2018-11 may have on its financial position, results of operations, cash flows, or disclosures.

In June 2016, the FASB issued ASU No. 2016-13, *Measurement of Credit Losses on Financial Instruments (Topic 326)*. ASU 2016-13 requires a financial asset measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the Statement of Activities will reflect the measurement of credit losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. ASU 2016-13 will be effective for the Organization's year ending September 30, 2024. The Organization has not yet determined the effects, if any, that the adoption of ASU 2016-13 may have on its financial position, results of operations, cash flows, or disclosures.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

3. Liquidity:

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statement of Financial Position date, comprise the following:

	<u>2022</u>	<u>2021</u>
Financial assets:		
Cash	\$ 537,210	\$ 492,515
Accounts receivable	3,500	9,333
Pledges receivable, net	62,534	53,362
Grants receivable	<u>61,184</u>	<u>182,920</u>
Total financial assets available within one year	\$ <u>664,428</u>	\$ <u>738,130</u>

The Organization maintains a policy of structuring its financial assets to be available as its general expenditures, liabilities, and other obligations come due. To manage liquidity and monitor the availability of resources to meet these operating needs, the Organization produces an annual budget which outlines the anticipated financial needs to maintain the Organization within the next fiscal year. The budget is analyzed and compared to actual results throughout the year to manage current cash flow needs.

4. Concentration of credit risk – cash and cash equivalents:

Financial instruments that potentially subject the Organization to concentrations of credit risk consist primarily of cash and cash equivalents. The Organization places its cash and cash equivalents with high credit quality financial institutions. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk. During the fiscal year ended September 30, 2022, the Organization established a sweep account with their primary bank which diversifies their cash holdings among other participating FDIC insured banks, ensuring that their deposits do not exceed the \$250,000 federally insured limit.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

5. Pledges receivable, net:

Pledges receivable consisted of the following as of September 30:

	<u>2022</u>	<u>2021</u>
Pledges receivable:		
Current year campaign	\$ 96,236	\$ 82,901
Prior years campaigns	<u>28,184</u>	<u>22,782</u>
	124,420	105,683
Less: allowance for uncollectible pledges	<u>(61,886)</u>	<u>(52,321)</u>
Total	<u>\$ 62,534</u>	<u>\$ 53,362</u>

6. Beneficial interest:

United Way of Greater Nashua, Inc. has a beneficial interest in a fund at the New Hampshire Charitable Foundation (NHCF).

Pursuant to the terms of the resolution establishing the fund with NHCF, property contributed to the foundation is held as a separate fund designated for the benefit of United Way of Greater Nashua, Inc. In accordance with its spending policy NHCF makes distributions from the fund to United Way of Greater Nashua, Inc. The annual distributions allowable from the fund are based on five percent of a twenty-quarter moving average of the fund's market value. The funds are included in net assets with donor restrictions. The market value of the fund assets was \$196,505 and \$238,037, as of September 30, 2022 and 2021, respectively.

7. Designated fund:

United Way of Greater Nashua, Inc. is the beneficiary of the Nashua Fire Relief Fund. The Fund is held and administered by the U.S. Trust Company. Distributions of \$9,659 and \$11,326 were received for the years ended September 30, 2022 and 2021. The market value of the fund was approximately \$172,000 and \$207,000 for the years ended September 30, 2022 and 2021, respectively.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

8. Property and equipment, net:

The following is a summary of property and equipment as of September 30:

	<u>2022</u>	<u>2021</u>
Building and land	\$ 502,500	\$ 502,500
Building improvements	241,939	238,139
Furniture, fixtures and equipment	<u>68,159</u>	<u>48,238</u>
Total	812,598	788,877
Less: accumulated depreciation	<u>(476,786)</u>	<u>(456,936)</u>
Property and equipment, net	<u>\$ 335,812</u>	<u>\$ 331,941</u>

Depreciation expense for the years ended September 30, 2022 and 2021 was \$21,164 and \$20,730, respectively.

9. Community impact grants payable:

United Way of Greater Nashua, Inc. had total community impact grants payable in the amount of \$93,000 as of September 30, 2022 and 2021. These funds are subject to the Organization's ability to collect the total funds pledged.

10. Long-term debt:

The Organization has a note payable to a bank, payable in monthly installments of \$1,180, including interest. The interest rate is based on the FHLB 5 Year Classic Advance Rate plus 2.00%, currently at 4.75%, fixed for the first five years, then adjusted every five years, never dropping below 4.50%. Monthly payments are to be made through June 2028, with a final balloon payment due upon maturity. The note is secured by land and the building, and all rents received on the real property.

Interest expense for the years ended September 30, 2022 and 2021 was \$8,919 and \$9,169, respectively.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

The following is a summary of future principal payments:

<u>Fiscal Year End</u>	
2023 (current portion)	\$ 5,497
2024	5,821
2025	6,103
2026	6,400
2027	6,710
2028	<u>152,494</u>
Total	<u>\$ 183,025</u>

11. Net assets with donor restrictions:

Net assets with donor restrictions are available for the following purposes at September 30:

	<u>2022</u>	<u>2021</u>
Fiscal agencies	\$ 403,159	\$ 352,070
New Hampshire Charitable Foundation	196,505	238,037
Preschool development grant	164,644	243,761
Other	19,808	7,880
One Greater Nashua	17,660	20,122
Early Childhood Initiative	<u>11,872</u>	<u>5,019</u>
Total	<u>\$ 813,648</u>	<u>\$ 866,889</u>

12. Fair values of financial instruments:

The Organization reports its fair value measures using a three-level hierarchy that prioritizes the inputs used to measure fair value. This hierarchy, established by GAAP, requires that entities maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of inputs used to measure fair value are as follows:

- Level 1. Quoted prices for identical assets or liabilities in active markets to which the Organization has access at the measurement date.
- Level 2. Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include:

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

- Quoted prices for similar assets or liabilities in active markets;
 - Quoted prices for identical or similar assets in markets that are not active;
 - Observable inputs other than quoted prices for the asset or liability (for example, interest rates and yield curves); and
 - Inputs derived principally from, or corroborated by, observable market data by correlation or by other means.
- Level 3. Unobservable inputs for the asset or liability. Unobservable inputs should be used to measure the fair value to the extent that observable inputs are not available.

The estimated fair value of the Organization's financial instruments is presented in the following table at September 30:

	<u>2022</u>				
	<u>Carrying</u> <u>Value</u>	<u>Fair</u> <u>Value</u>	<u>Level</u> <u>One</u>	<u>Level</u> <u>Two</u>	<u>Level</u> <u>Three</u>
Beneficial interest	\$ <u>196,505</u>	\$ <u>196,505</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>196,505</u>
	<u>2021</u>				
	<u>Carrying</u> <u>Value</u>	<u>Fair</u> <u>Value</u>	<u>Level</u> <u>One</u>	<u>Level</u> <u>Two</u>	<u>Level</u> <u>Three</u>
Beneficial interest	\$ <u>238,037</u>	\$ <u>238,037</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>238,037</u>

The beneficial trust interest is reported at the fair value of the underlying assets held by the New Hampshire Charitable Foundation, which approximates the present value of the estimated expected future cash flows at September 30, 2022 and 2021.

The carrying amounts of cash and cash equivalents approximate fair value because of the short maturity of those financial instruments.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

13. Gifts in kind:

For the years ended September 30, 2022 and 2021, contributed nonfinancial assets recognized within the Statement of Activities consisted of the following:

	<u>2022</u>	<u>2021</u>
School laptops	\$ 89,650	\$ 70,000
Professional services	29,143	22,680
Vehicle	3,297	-
Other goods	1,000	487
COVID personal protection equipment	-	98,564
	<u>\$ 123,090</u>	<u>\$ 191,731</u>

The Organization recognizes contributed nonfinancial assets within revenue, including school laptops, professional services, a vehicle, other goods, and personal protection equipment (PPE). Unless otherwise noted, contributed nonfinancial assets did not have donor-imposed restrictions.

Contributed school laptops were given to the Nashua School district for students to use as part of one of the Organization's programs. The contributed vehicle is to be sold by the Organization and use the funds towards operational needs. Contributed other goods and PPE were used in the Organization's programs benefiting those in the community. In valuing the laptops, vehicle, goods and PPE, the Organization estimated the fair market value on the basis of estimates of wholesale values that would be received for selling similar products in the United States.

Contributed professional services recognized comprise of services from landscapers, cleaning services, information technology, and other services related to events put on by the Organization in the fiscal years ended September 30, 2022 and 2021. Contributed professional services are valued and are reported at the estimated fair market value in the financial statements based on the current rates for similar services.

14. Lease of building:

The Organization rents separate offices within their building representing 56% of the total area with varying lease terms. Total rental income for the years ended September 30, 2022 and 2021 was \$59,700 and \$61,400, respectively.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

The cost and accumulated depreciation of the building being leased at September 30:

	<u>2022</u>	<u>2021</u>
Land	\$ 108,788	\$ 108,788
Building	393,712	393,712
Building improvements	<u>241,939</u>	<u>238,139</u>
Total cost	744,439	740,639
Less: accumulated depreciation	<u>(431,361)</u>	<u>(412,943)</u>
Net book value of building	\$ <u>313,078</u>	\$ <u>327,696</u>

15. Contracted services:

The Organization entered into a service level agreement with an accounting firm on May 26, 2017. This is a yearly contract that is renewed every twelve months in October and can be terminated by either party with 30 days written notice, or for cause.

During the years ended September 30, 2022 and 2021, the Organization was provided management support services including but not limited to bookkeeping and maintaining financial records.

During the years ended September 30, 2022 and 2021, the Organization has incurred expenses of \$105,095 and \$97,450, respectively, on the above mentioned management support services.

16. Related-party transactions:

There were transactions for program services totaling \$50,704 and \$51,735 with businesses or individuals related to current board members and management for the years ended September 30, 2022 and 2021, respectively. The following transactions occurred between the Organization and related parties:

Summary of related-party transactions:

	<u>2022</u>	<u>2021</u>
Expenses:		
Payroll-related expense	\$ 47,236	\$ 38,770
Miscellaneous program expense	<u>3,468</u>	<u>12,965</u>
Total related-party expenses	\$ <u>50,704</u>	\$ <u>51,735</u>

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

17. Subsequent events:

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from October 1, 2022 through March 29, 2023, the date the financial statements were available to be issued, have been evaluated by management for disclosure.

As of September 30, 2022, the Organization had a commitment to purchase materials of approximately \$125,000 for programs relating to the EL GEER grant. The materials were shipped and received subsequent to year end and will be utilized for 2023 programs.

Management has determined that there were no additional material events that would require disclosure in the Organization's financial statements through this date.

18. Reclassifications:

Certain amounts in the prior year financial statements have been reclassified to improve comparability between the two years.

2023 Governance Board and Community Advisory Council



United Way
of Greater Nashua

Governance Board

Governance Chair

Dan Munroe
BOD Since 1990; renewal 1/1/18
Electronics For Imaging

[REDACTED]

Treasurer / Finance Committee Chair

Peter Chaloner
BOD Since 2011; renewal 1/1/18

[REDACTED]

At Large Member / Immediate Past Chair, Governance Board

Bob Mack
BOD Since 2007; renewal 1/1/18
Welfare Officer
City of Nashua

[REDACTED]

Community Investment Chair

Jay Dinkel
BOD Since 2011; renewal 1/1/18
Senior Vice President
Enterprise Bank

[REDACTED]

RD Committee Chair

Paula Moran
BOD Since 2018
BAE Retired

[REDACTED]

Community Advisory Council Chair

Michael Reid
BOD Since 2018
Area Sales Manager
UPS

[REDACTED]

Community Assessment Chair

Jay Minkarah
BOD Since 2020; renewal 2022
Executive Director
Nashua Regional Planning Commission

[REDACTED]

At Large Member / Strategic Planning Chair

Dr. Amir Toosi, PhD
BOD Since 2016; renewal 1/1/19
Dean, Division of Business & Security Studies
Rivier University

[REDACTED]

At Large Member / Policy Chair / Corporation Ombudsman

Patricia M. LaFrance, Esq.
BOD Since 2021; renewal 2023
Partner, Black, LaFrance & Bollinger

[REDACTED]

At Large Member / Nominating Chair

Bob S. Larmouth
BOD Since 2003; renewal 1/1/18

[REDACTED]

2023 Governance Board and Community Advisory Council



United Way
of Greater Nashua

Community Advisory Council (includes Governance Board)

Jim Donchess

BOD Since May 2016; renewal 1/1/19
Mayor, City of Nashua



Lucille Jordan

BOD Since 2002; renewal 1/1/18
President, Nashua Community College



Galen B. Williams

BOD Since 2021
USAF & Civil Service, Retired



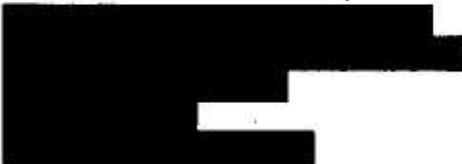
Abimana Ngira

BOD Since 2022, renewal 2024
Community Health Worker
City of Nashua, Division of Public Health and Community
Services



Cynthia Whitaker, PsyD, MLADC

BOD Since 2020; renewal 2022
President and CEO
Greater Nashua Mental Health



Deb Howes

BOD Since May 2016; renewal 1/1/19
Teacher/Union Representative
City of Nashua



John Jurczyk, FACHE

BOD Since 2020; renewal 2022
John A. Jurczyk, FACHE
SVP of Covenant Health Pres. of St Joseph Hospital



Joseph Leahy

BOD Since 2020, renewal 2022
VP, Emergency Services
Southern NH Medical Center



Matthew Plante

BOD Since 2022; renewal 2024
Retired
Former Member Nashua Police Commission



Elizabeth Calabria

BOD Since 2023; renewal 2025
President and CEO
The Greater Merrimack-Souhegan Valley Chamber of
Commerce



2023 Governance Board and Community Advisory Council



United Way
of Greater Nashua

Community Advisory Council (includes Governance Board)

Parker Williams
BOD Since 2022; renewal 2024
Rivier University Student Representative



Dr. Mario Andrade
BOD Since 2022; renewal 2024
Superintendent of Schools
Nashua School District



Clark Gaphardt
BOD Since 2022; renewal 2024
Captain
Nashua Police Department



Padmaja Kunapareddy
BOD Since 2021; renewal 2023
Head of Mobile Engineering Team
Upland Software



Chris Johnson
BOD Since 2023; renewal 2025
General Manager
Nashua Telegraph



Michael Curran
BOD Since 2023; renewal 2025
Captain
Nashua Fire Rescue



Reverend Kathy Boss
BOD Since 2023; renewal 2025
Rector
Church of the Good Shepherd, Nashua



2023 Governance Board and Community Advisory Council



United Way
of Greater Nashua

Full Time Staff

Michael Apfelberg

President
United Way of Greater Nashua
20 Broad Street, Nashua, NH 03064

Email: mapfelberg@unitedwaynashua.org
Website: www.unitedwaynashua.org

Sara Ceaser

Director of Volunteer and Community Engagement
United Way of Greater Nashua
20 Broad Street, Nashua, NH 03064

Email: sceaser@unitedwaynashua.org
Website: www.unitedwaynashua.org

Liz Fitzgerald

Director of Community Impact
United Way of Greater Nashua
20 Broad Street, Nashua, NH 03064

Email: lfitzgerald@unitedwaynashua.org
Website: www.unitedwaynashua.org

Samantha Cassista

Director of Corporate Partnerships
United Way of Greater Nashua
20 Broad Street, Nashua, NH 03064

Email: lfitzgerald@unitedwaynashua.org
Website: www.unitedwaynashua.org

STANDING MEETING SCHEDULE
FINANCE: 3rd Wednesday of month; 7:30 AM
GOVERNANCE: 3rd Thursday of month; 7:30 AM
COMMUNITY ADVISORY: 4th Thursday of month, every other month; 7:30 AM

MICHELLE RICCO JONAS

Professional Summary

Dynamic, result-oriented managerial professional with over 30 years developing and managing local and statewide systems, delivering innovative and valuable solutions, experienced contract and funding management, building in cultivating positive stakeholder relationships, and possesses superior communication and training skills.

Experience

DIRECTOR –NASHUA PREVENTION COALITION

MARCH 2022 TO CURRENT

- Spearheading the development, administration, and oversight of prevention programs and strategies for the greater Nashua communities.
- Lead efforts to develop and maintain sustainable funding for the coalition and area partners.
- Ensure compliance with all regulatory, contractual, and agency requirements and standards applicable to assigned services (local, state & federal).
- Lead prevention strategies that involve health coaching and training, while always assessing community skills and gaps.
- Systemize the supervision and monitoring of prevention efforts including operational and financial management.
- Cultivate program and service outcomes within expected timelines and in accordance with expectations of the coalition steering committee and funders.

PROGRAM MANAGER – ADULT SERVICE COORDINATION| GATEWAYS COMMUNITY SERVICES |

SEPT 2021 – MARCH 2022

- Supervised and directed service coordination for individuals with developmental disabilities and acquired brain injury.
- Led the oversight, and implementation of contracting for residential, day and case management services programs with individuals with developmental disabilities and traumatic brain injuries.
- Ensured compliance with all regulatory, contractual, licensing, and agency requirements.
- Managed the daily supervision of several staff and monitored operational, financial, and client related needs.
- Assured program and service outcomes were completed within expected timelines.

ADMINISTRATOR I | NH PRESCRIPTION DRUG MONITORING PROGRAM (NH PDMP) |

MAY 2014 – APRIL 2021

- Directed the development, implementation, and growth of the NH PDMP.
- Served as the subject matter expert,
- Managed fund development, program budget management and outcome reporting.
- Prepared and managed multi-year strategic plan to deliver improved program operations.
- Negotiated fund development that successfully increased the program annual budget from \$200,000 to \$1.3 million.

- Liaison to all registered prescribers and dispensers, regulatory boards, and other state and federal partners.
- Designed and led outreach, education and training on system utilizations and enhancements.
- Executed tracking methods for program data collection and evaluation that ensured timely reporting to State and Federal stakeholders.
- Managed vendor expectations of delivered product, including IT issues and utilization review.
- Led, coached, and trained new hires, assessed skills and gaps, and made recommendations.
- Executed the evaluation of the NH PDMP to ensure program effectiveness in terms of procedures, use of resources, and program outcomes.
- Achieved a fully functional tool that played a significant role in reducing opioid related mortality and morbidity in the State of NH.

PROGRAM MANAGER | NH FAMILY PLANNING/TITLE X | NOV 2008 – MAY 2014

- Facilitated the day-to-day operations to include coordination of all participating staff (state and contractual)
- Governed program timelines, policy and procedures and program evaluation.
- Developed and implemented Statewide Comprehensive Plan to direct program policy, goals, objectives, and resource allocation.
- Managed state and local contracts.
- Served as key advisor on contractor activities and ensuring program fulfills federal and state terms and conditions.
- Optimized program effectiveness in terms of procedures, use of resources, supervision of staff, and program outcomes.
- Served as subject matter expert in evidence-based programs, practices, and policies.

INTERIM ADMINISTRATOR |DHHS-DIVISION OF PUBLIC HEALTH SERVICES –BUREAU OF PREVENTION SERVICES, ALCOHOL, TOBACCO AND OTHER DRUG SECTION | MAY 2007- JANURAY 2008

- Led, coached, and assessed staff skills and gaps and made recommendations.
- Managed the implementation of prevention services through alcohol and other drug prevention contracts funded by multiple funding sources.
- Insured program fulfills federal terms and conditions, to include timely report submission, insurance of program effectiveness in terms of procedure, use of resources, and program outcomes.

PROGRAM MANAGER | NH STRATEGIC PREVENTION FRAMEWORK PROGRAM (SPF SIG) | AUGUST 2005-NOVEMBER 2008

- Systemized a statewide substance prevention infrastructure for the State of NH by managing an \$11.5 million SAMSHA grant.
- Developed and implemented a strategic plan that created a 13 regional prevention networks.
- Administered the day-to-day operations that included staff supervision, program development, budget management and project timeline planning, adherence, and outcome reporting.
- Negotiated and managed sub-contracts and was the key adviser on contractor activities.
- Collaborated with program evaluators to ensure program effectiveness in terms of procedures, use of resources and program outcomes.
- Served as subject matter expert.

DIRECTOR | CREATING POSITIVE CHANGE COALITION | AUGUST 2000-AUGUST 2005

- Spearheaded the development, administration, and oversight of prevention programs and strategies for 11 area communities.

- Leader in grant writing, State & Federal reporting, and coalition development and supervision of staff.
- Insured compliance with all regulatory, contractual, and agency requirements and standards applicable to assigned services (local, state & federal).
- Led, coached, and trained new hires, assessed skills and gaps, and made recommendations.
- Systemized the supervision and monitoring of prevention efforts including operational and financial management and.
- Cultivated program and service outcomes within expected timelines and in accordance with expectations of the Board of Directors and funders.

DIRECTOR OF VOCATIONAL & REHAB SERVICES

| COMMUNITY SERVICES COUNCIL OF NH | APRIL 1998-AUGUST 2000

- Led the administration, oversight, and implementation of vocational and day programs with individuals with developmental disabilities and traumatic brain injuries.
- Ensured compliance with all regulatory, contractual, licensing, and agency requirements.
- Managed the daily supervision of several staff and monitored operational, financial, and client related needs.
- Assured program and service outcomes were completed within expected timelines.

SENIOR VOCATION SPECIALIST/ASSISTANT CASE MANAGER

| NEVADA COMMUNITY ENRICHMENT PROGRAM | OCTOBER 1992-APRIL 1998

- Administered vocational program for individuals who sustained a traumatic brain injury or stroke.
- Planned and executed vocational goals and objectives for patient's treatment plans.
- Collaborated with other treatment providers to collectively retrain skills to return to some type of employment or meaningful activity.
- Drove case management functions with treatment providers to develop individual treatment plans to assist individuals who sustained a traumatic brain injury or stroke Functions of this role included.
- Coordinated the rehabilitation team's efforts to evaluate and provide an interdisciplinary treatment plan; documentation of progress; collection of information for billing.
- Maintained communication with patient's family, insurance, and other related agencies.
- Cultivated community resources (social security, Medicaid, and welfare assistance).
- Ensured proper discharge planning (housing, banking, utilities, and employment) and grant writing.

REHABILITATION TECHNICIAN

| NEVADA COMMUNITY ENRICHMENT PROGRAM | JUNE 1992 -OCTOBER 1992

As a rehabilitation technician, I was responsible for carrying out treatment plans as it was associated with speech therapy and life skill functions for individuals who sustained a traumatic brain injury or stroke.

Skills & Abilities

PROGRAM MANAGEMENT

Through decisive management and design, I have served as the lead overseer to the development of the NH Prescription Drug Monitoring Program that has provided a unique tool to for prescribers and dispensers. Access and utility to a health tool that assists practitioners in monitoring and managing their patient's use of controlled substances for appropriate medical purposes. While also providing insight to limit diversion and appropriately assess those who may need further assessment for substance use disorder. My tactical stewardship of this program has produced statistical reports

showing a significant reduction in opioid prescriptions during the State's opioid crisis, while monitoring potential emerging issues relative to controlled substances.

FINANCIAL AND CONTRACT MANAGEMENT

I am experienced in developing and executing financial plans and contractual agreements from various funding sources including local, state, and federal. The Prescription Drug Monitoring Program was initially unfunded and there was no state funding support. Upon hire in 2014, the program had one federal funding source. I executed a financial plan that included one full-time staff person and a single contract with a vendor for basic operating services for monitoring service. I assessed needs that included staffing and program/contractual. I was successful in leveraging additional funding through State and Federal resources to hire two full-time staff and one part-time staff and increase contractual costs to cover additional programmatic needs. Additional funding awards will bring increase staffing by two and half staff, bringing program staffing up to a total of six full time staff.

POLICY DEVELOPMENT

Through innovative policy development, I have coordinated key policy, rules and procedures that has progressed the programs utility and outcomes. Strategizing with agency leadership, legislators, and state partners, I have been able to leverage support to improve data quality; data access; and data utilization of the Prescription Drug Monitoring Program. Initial legislation did not allow the sharing of any data with any entity. I was able to work with the state legislature to allow for the release of de-identified data for the purpose of analysis and evaluation, as well as to maintain the time the program could maintain the data for up to 36 months vs. 6 months for the purposes of being able to adequately analyze and evaluate prescription prescribing and dispensation trends in New Hampshire.

STRATEGIC PLANNING

I have planned and led organized strategic planning operations at program, community, and State levels. As manager of the Strategic Prevention Framework, I developed, organized, and led a state-wide strategic planning operation designed to create a regional prevention infrastructure for substance misuse prevention. As a result of this multi-year strategic planning endeavor, each region did an assessment, looked at their capacity, created a plan, implemented the plan and evaluated the plan while considering cultural competency and sustainability. As a result of these early and successful efforts led by me, the State of New Hampshire now has thirteen Public Health Regions of which the original prevention networks are not inclusive of.

GRANT WRITING

For the last nineteen years I have been employed in positions funded through Federal grants. As a part of the position's responsibilities, I was required to secure funds to maintain and grow programs. I have successfully leverage funds through local fundraising and grant writing when employed at a local non-profit and brought from \$90,000 annually to \$400,000 annually. Increased funding to the Title X/Family Planning Program by seeking out new monies to enhance services to New Hampshire youth on sexual health and pregnancy prevention. And in my most recent position, I have continued to successfully obtain Federal and State funds to support the ongoing development and support of the State's Prescription Drug Monitoring Program. The initial annual budget was approximately, \$200,000

and with current awards, it is anticipated the annual budget with combined resources of Federal Grants and agency fees will be \$1.3 million.

SKILLED MANAGER/ADMINISTRATOR

In 2014, I was hired as the Manager/Administrator I of the NH Prescription Drug Monitoring Program. There were insufficient funds and resources provided to the program to have more than one staff. Upon my initial assessment, it was clear that NH PDMP program was being supported with minimal staffing. I prioritized the task to secure funds and go through the State process to hire an Administrative Assistant. Another clear staffing gap was in data analysis and evaluation. I was successful in securing funds from the State University in the form of a Memorandum of Understanding, in which the University provided an evaluator to the work with the program for a year to assist in developing reports. It was through this collaboration, I was able to show the value of the position, and garnered State general funds that would go on to support the hiring a full-time analyst for the Prescription Drug Monitoring Program.

Proficient in Microsoft Office: Word; Excel; PowerPoint; and Outlook.

Education

Master of Arts, Public Policy | New England College

Bachelor of Science, Communication Disorders | University of New Hampshire

Certified Public Manager (including Lean Training). State of New Hampshire

Proficient in Microsoft Office: Word; Excel; PowerPoint; and Outlook.

KEY PERSONNEL

Those primarily responsible for meeting the terms & conditions of the agreement
(Job descriptions are not necessary if position is vacant)

NH Department of Health and Human Services

Contractor Name: United Way of Greater Nashua

NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Michelle Ricco Jonas	Coalition Director	46.00%	\$30,000.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00

Subject: Coalition Operation Support SS-2024-DBH-26-COALI-03

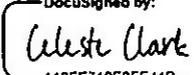
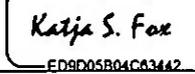
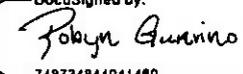
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Raymond Coalition for Youth, Inc.		1.4 Contractor Address 4 Epping Street Raymond, NH 03077	
1.5 Contractor Phone Number (603) 895-7061	1.6 Account Unit and Class 05-95-92-920510-33800000-102-500731	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$80,000
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: 3/6/2024		1.12 Name and Title of Contractor Signatory Celeste Clark Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 3/6/2024		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) By:  On: 3/7/2024			
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.

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
Coalition Operation 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 adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) 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
Coalition Operation Support**

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must develop and maintain a community-based coalition focused on prevention strategies to prevent and reduce youth access to and use of substances including, but not limited to, alcohol, marijuana, nicotine, vaping, prescription drugs, and emerging substances. The Contractor must ensure the coalition is composed of, at a minimum:

- 1.1.1. Youth serving organizations;
- 1.1.2. Schools;
- 1.1.3. Parents;
- 1.1.4. Public safety;
- 1.1.5. Health professionals; and
- 1.1.6. Business community representatives.

1.2. The Contractor must ensure services are available in Raymond, NH.

1.3. **Emerging and Evolving Concerns**

1.3.1. The Contractor must create and disseminate a social norming campaign based on the 2023 Youth Risk Behavior Study (YRBS) data, conducted by the Centers for Disease Control (CDC) and the NH Department of Education. The campaign must be designed to raise awareness of what is happening in the community regarding youth access to and use of substances and be designed to change behaviors.

1.3.2. The Contractor must educate adults in the community about the Buyers Beware campaign, including alcohol laws and keeping youth safe.

1.3.3. The Contractor must collaborate with the Raymond Police Department to conduct bi-annual drug take-back events and provide education to community attendees.

1.4. **Health Disparities**

1.4.1. The Contractor must ensure materials and strategies are culturally effective.

1.4.2. The Contractor must work with the Raymond School Department to implement alternative suspension programs for youth identified as using substances on school property. The Contractor must:

1.4.2.1. Present a detailed implementation plan to the Raymond School Department within six (6) months of ~~contract~~

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

effective date for review and approval. This plan may include, but is not limited to, program structure, counseling services, educational components, and any other relevant interventions deemed appropriate.

1.5. Capacity Development

- 1.5.1. The Contractor must ensure adequate staffing to meet deliverables.
- 1.5.2. The Contractor must share opportunities for members to attend state trainings and outside conferences.

1.6. Partnerships and Helping Other Communities

- 1.6.1. The Contractor must host monthly Raymond Coalition for Youth ("RCFY") network and collaboration meetings to share information and increase knowledge about substance use prevention and reduction strategies.
- 1.6.2. The Contractor must distribute monthly RCFY substance use prevention and awareness newsletter.
- 1.6.3. The Contractor must provide information and resources at local events to raise awareness of the importance of youth substance misuse prevention, resources, and support.
- 1.6.4. The Contractor must support Youth Action members to attend the statewide Youth Empowerment Conference to increase the knowledge and skills of youth advocates.
- 1.6.5. The Contractor must maintain regular communication with Drug Free Communities (DFC) coordinators in the state by, at a minimum, hosting monthly DFC networking calls.

1.7. Coalition Sustainability

- 1.7.1. The Contractor must update and implement the Coalition sustainability plan by six (6) months of the contract effective date.
- 1.7.2. The Contractor must host annual events such as the Prevention Summit and Gala Fundraiser.
- 1.7.3. The Contractor must apply for local, state, and federal grants to sustain coalition operation services when applicable.

1.8. Data Entry Requirements

- 1.8.1. The Contractor must provide the Department with aggregate, non-identifiable data that supports Contract deliverables. The Contractor must:
 - 1.8.1.1. Work with the Department's Contractor, Arkansas Foundation for Medical Care Inc. (AFMC), to obtain

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

- authorization to enter data into AFMC's REDCap system, which will be used by AFMC to provide aggregate reporting to the Department.
- 1.8.1.2. Enter aggregate, non-identifiable data into the AFMC system on a monthly basis, due by the 20th business day of the following month. The Contractor must ensure data entered includes:
- 1.8.1.2.1. Demographics;
 - 1.8.1.2.2. Number of meetings held;
 - 1.8.1.2.3. Number of adults reached;
 - 1.8.1.2.4. Number of youth reached;
 - 1.8.1.2.5. Number of alcohol compliance checks conducted;
 - 1.8.1.2.6. Number of alternative suspension programs implemented;
 - 1.8.1.2.7. Number of RCYF newsletters distributed; and
 - 1.8.1.2.8. Other data as determined and requested by the Department.
- 1.8.2. The Contractor must ensure aggregate and de-identified data excludes information that would allow for the constructive identification of any individual, meaning that there is no reasonable basis to believe that the data 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.
- 1.9. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.10. The Contractor may be required to participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.11. Reporting
- 1.11.1. The Contractor must provide the Department with aggregate data from its coalition operation support work to support the Contract deliverables and will not be handling or storing regulated or identifiable data on the Department's behalf.
 - 1.11.2. The Contractor must ensure at no time will it share personally identifiable information, protected health information, Substance Use Disorder (SUD) or other state or federally regulated information with

u

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

the Department verbally, digitally or hard copy in association with this Contract.

1.11.3. The Contractor must submit monthly reports through AFMC's REDCap system to the Department, in a format approved by the Department, to ensure progress towards Contract deliverables. The Contractor must ensure quarterly reports include only aggregate and non-identifiable data including, but not limited to:

- 1.11.3.1. Demographics;
- 1.11.3.2. Number of meetings held;
- 1.11.3.3. Number of adults reached;
- 1.11.3.4. Number of youth reached;
- 1.11.3.5. Number of alcohol compliance checks conducted;
- 1.11.3.6. Number of alternative suspension programs implemented; and
- 1.11.3.7. Number of RCYF newsletters distributed.

1.11.4. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.

1.12. Background Checks

1.12.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

- 1.12.1.1. 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;
- 1.12.1.2. 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
- 1.12.1.3. 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.

1.13. Confidential Data

1.13.1. The Contractor must meet all information security and

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.13.2. The Contractor must ensure any individuals involved in delivering services through the resulting 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.

1.14. Privacy Impact Assessment

1.14.1. 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:

- 1.14.1.1. How PII is gathered and stored;
- 1.14.1.2. Who will have access to PII;
- 1.14.1.3. How PII will be used in the system;
- 1.14.1.4. How individual consent will be achieved and revoked; and
- 1.14.1.5. Privacy practices.

1.14.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.15. Department Owned Devices, Systems and Network Usage

1.15.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are 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, each End User must:

1.15.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

and guidelines, and complete applicable trainings as required;

- 1.15.1.2. 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;
- 1.15.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 1.15.1.4. 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;
- 1.15.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.15.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.15.1.7. 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 only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.15.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.15.1.9. Agree when utilizing the Department's email system:
 - 1.15.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 1.15.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

u

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

1.15.1.9.3. 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."

1.15.1.10. 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:

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

1.15.1.10.2. 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.

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

1.15.1.11. 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.

1.15.1.12. 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

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

to notify the Department's Information Security Office or designee immediately.

1.16. Contract End-of-Life Transition Services

1.16.1. General Requirements

1.16.1.1. 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.

1.16.1.2. 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 and 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.

1.16.1.3. 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.

1.16.1.4. 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

CC

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

- 1.16.1.5. 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.
- 1.16.1.6. 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.
- 1.16.2. **Completion of Transition Services**
 - 1.16.2.1. 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.
 - 1.16.2.2. 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.
- 1.16.3. **Disagreement over Transition Services Results**
 - 1.16.3.1. 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

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

- 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.

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 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.

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

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.
- 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
Coalition Operation 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, in accordance with 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 Exhibits C-1, Budget through 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 dhhs.dbhinvoicesbdas@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
Coalition Operation 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 receiving support of \$1,000,000 or more.
 - 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. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 8.5. 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



**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT C

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.

New Hampshire Department of Health and Human Services	
Contractor Name:	Raymond Coalition for Youth, Inc.
Budget Request for:	Coalition Operation Support
Budget Period	7/1/2023 - 6/30/2024
Indirect Cost Rate (if applicable)	0%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$32,251
2. Fringe Benefits	\$4,990
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$100
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$1,000
6. Travel	\$50
7. Software	\$50
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other Printing - Outreach	\$1,371
Other - postage	\$188
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$40,000
Total Indirect Costs	\$0
TOTAL	\$40,000

New Hampshire Department of Health and Human Services	
Contractor Name:	Raymond Coalition for Youth, Inc.
Budget Request for:	Coalition Operation Support
Budget Period	7/1/2024-6/30/2025
Indirect Cost Rate (if applicable)	0%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$32,012
2. Fringe Benefits	\$4,808
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$100
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$800
6. Travel	\$50
7. Software	\$50
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$850
8. (c) Other - Other (specify below)	\$0
Other printing	\$775
Other postage	\$555
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$40,000
Total Indirect Costs	\$0
TOTAL	\$40,000

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}
u

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

^{DS}
u

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
u

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 

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

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 RAYMOND COALITION FOR YOUTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 26, 2004. 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: 461646

Certificate Number: 0006550381



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of January A.D. 2024.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Raymond Coalition For Youth
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 21, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Celeste Clark (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Raymond Coalition For Youth to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority 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: 2/21/2024



Signature of Elected Officer

Name: Patrick Arsenault

Title: Chairman of the Board



Promoting Positive Healthy Choices for Youth!

January 19, 2024

The mission statement - The Raymond Coalition For Youth empowers the community to promote positive youth development and reduce youth substance use and suicide risk.

Sincerely,

A handwritten signature in black ink that reads "Celeste Clark". The signature is written in a cursive, flowing style.

Celeste Clark
Executive Director, Raymond Coalition For Youth

Form **990**

Return of Organization Exempt From Income Tax
 Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
 Do not enter social security numbers on this form as it may be made public.
 Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2022
 Open to Public Inspection

Department of the Treasury
 Internal Revenue Service

A For the 2022 calendar year, or tax year beginning 10/01/22, and ending 09/30/23

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization RAYMOND COALITION FOR YOUTH		D Employer identification number 02-0713987
	Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite 4 EPPING STREET		E Telephone number 603-895-4735
	City or town, state or province, country, and ZIP or foreign postal code RAYMOND NH 03077		G Gross receipts \$ 237,070
	F Name and address of principal officer: PAT ARSENAULT 3 OLD FREMONT ROAD RAYMOND NH 03077		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions

I Tax-exempt status: 501(c)(3) 501(c) () (insert no.) 4947(a)(1) or 527

J Website: WWW.RCFY.ORG **H(c)** Group exemption number

K Form of organization: Corporation Trust Association Other **L** Year of formation: 2004 **M** State of legal domicile: NH

Part I Summary			
Activities & Governance	1 Briefly describe the organization's mission or most significant activities:	TO SHARE IDEAS, PLAN ACTIVITIES AND MOBILIZE RESOURCES TO PROMOTE POSITIVE YOUTH DEVELOPMENT, FAMILY STRENGTHENING, AND COMMUNITY BUILDING ACTIVITIES IN RAYMOND, NH.	
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	10
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	10
	5 Total number of individuals employed in calendar year 2022 (Part V, line 2a)	5	14
	6 Total number of volunteers (estimate if necessary)	6	25
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	144,622	116,659
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	61,425	44,339
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	344	9,767
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	120,388	66,305
	12	326,779	237,070
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	2,750	1,250
	14 Benefits paid to or for members (Part IX, column (A), line 4)		0
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	165,120	179,214
	16a Professional fundraising fees (Part IX, column (A), line 11e)		0
	b Total fundraising expenses (Part IX, column (D), line 25)	37,560	
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	55,417	105,046
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	223,287	285,510	
19 Revenue less expenses. Subtract line 18 from line 12	103,492	-48,440	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	489,746	533,609
	22 Net assets or fund balances. Subtract line 21 from line 20	111	2,982
		489,635	530,627

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date		
	PAT ARSENAULT Type or print name and title	CHAIRMAN/TREASURER		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input checked="" type="checkbox"/> self-employed <input type="checkbox"/> PTIN
	ROBERT V. DIONNE, CPA	ROBERT V. DIONNE, CPA	01/04/24	P00031228
	Firm's name	Firm's EIN	Phone no.	
	HOWARD & DIONNE CPAS, PLLC	47-1886323	603-895-0101	
	P.O. BOX 847			
	RAYMOND, NH 03077-0847			

May the IRS discuss this return with the preparer shown above? See instructions Yes No

For Paperwork Reduction Act Notice, see the separate instructions. Form **990** (2022)

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

TO SHARE IDEAS, PLAN ACTIVITIES AND MOBILIZE RESOURCES TO PROMOTE POSITIVE YOUTH DEVELOPMENT, FAMILY STRENGTHENING, AND COMMUNITY BUILDING ACTIVITIES IN RAYMOND, NH.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?

Yes No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?

Yes No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 56,400 including grants of \$) (Revenue \$ 44,339) RAYMOND SCHOOL DISTRICT AFTER SCHOOL PROGRAM, NOW AVAILABLE AT ELEMENTARY AND MIDDLE SCHOOLS.

4b (Code:) (Expenses \$ 56,354 including grants of \$ 1,250) (Revenue \$) SEE SCHEDULE O

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$) N/A

4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses 112,754

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors? See instructions	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? If "Yes," complete Schedule C, Part III		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? If "Yes," complete Schedule D, Part V		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable:		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	X	
b Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII		X
c Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX		X
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I. See instructions		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II	X	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III		X
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II		X

Part IV Checklist of Required Schedules (continued)

		Yes	No
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28	Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):		
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If "Yes," complete Schedule L, Part IV		X
b	A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV		X
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? If "Yes," complete Schedule L, Part IV		X
29	Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34	Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		
36	Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O.	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable		
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No		
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	14		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b		X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a			X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b			
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a			X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a			X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b			X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c			
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a			X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b			
7	Organizations that may receive deductible contributions under section 170(c).				
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a			
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b			
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c			
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e			
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f			
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g			
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h			
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8			
9	Sponsoring organizations maintaining donor advised funds.				
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a			
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b			
10	Section 501(c)(7) organizations. Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	Section 501(c)(12) organizations. Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a			
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	Section 501(c)(29) qualified nonprofit health insurance issuers.				
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a			X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b			
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15			X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16			X
17	Section 501(c)(21) organizations. Did the trust, any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17			

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
1a	10		
b	Enter the number of voting members included on line 1a, above, who are independent		
1b	10		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a	The governing body?	X	
b	Each committee with authority to act on behalf of the governing body?	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O.		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
10b			
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done	X	
12c			
13	Did the organization have a written whistleblower policy?		X
14	Did the organization have a written document retention and destruction policy?		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a	The organization's CEO, Executive Director, or top management official	X	
b	Other officers or key employees of the organization		X
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.		
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		
16b			

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed NH
- 18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain on Schedule O)
- 19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20 State the name, address, and telephone number of the person who possesses the organization's books and records
 PAM TURCOTTE
 RAYMOND 4 EPPING STREET
 NH 03077 603-895-4735

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's current officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
 - List all of the organization's current key employees, if any. See instructions for definition of "key employee."
 - List the organization's five current highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
 - List all of the organization's former officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
 - List all of the organization's former directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- See the instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) PAT ARSENAULT CHAIRMAN/TREASURER	8.00 0.00	X		X				0	0	0
(2) DUSTIN RAMEY VICE CHAIR	2.00 0.00	X		X				0	0	0
(3) DEBORAH INTONTI SECRETARY	2.00 0.00	X		X				0	0	0
(4) ALI BOUSQUIN DIRECTOR	2.00 0.00	X						0	0	0
(5) JESSICA CARON DIRECTOR	2.00 0.00	X						0	0	0
(6) CARRIE CHOOLJIAN DIRECTOR	2.00 0.00	X						0	0	0
(7) JOHN GAGLIARDI DIRECTOR	2.00 0.00	X						0	0	0
(8) EDWARD WOODD DIRECTOR	2.00 0.00	X						0	0	0
(9) TERRY LEATHERMAN DIRECTOR	2.00 0.00	X						0	0	0
(10) TIMOTHY CARTA JR DIRECTOR	2.00 0.00	X						0	0	0
(11)										

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e	63,290			
	f All other contributions, gifts, grants, and similar amounts not included above	1f	53,369			
	g Noncash contributions included in lines 1a-1f	1g \$				
	h Total. Add lines 1a-1f		116,659			
Program Service Revenue	2a NH SCHOOL ADMN UNIT 33 ASP	Business Code	44,339	44,339		
	b					
	c					
	d					
	e					
	f All other program service revenue					
	g Total. Add lines 2a-2f		44,339			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		9,767	9,767		
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6a Gross rents	(i) Real				
		(ii) Personal				
		6a				
	b Less: rental expenses	6b				
	c Rental inc. or (loss)	6c				
	d Net rental income or (loss)					
	7a Gross amount from sales of assets other than inventory	(i) Securities				
		(ii) Other				
		7a				
	b Less: cost or other basis and sales exps.	7b				
	c Gain or (loss)	7c				
d Net gain or (loss)						
8a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18						
	8a	66,300				
	8b					
b Less: direct expenses						
c Net income or (loss) from fundraising events		66,300		66,300		
9a Gross income from gaming activities. See Part IV, line 19						
	9a					
	9b					
b Less: direct expenses						
c Net income or (loss) from gaming activities						
10a Gross sales of inventory, less returns and allowances						
	10a					
	10b					
b Less: cost of goods sold						
c Net income or (loss) from sales of inventory						
Miscellaneous Revenue	11a MISCELLANEOUS REVENUE	Business Code	5	5		
	b					
	c					
	d All other revenue					
	e Total. Add lines 11a-11d		5			
12 Total revenue. See instructions		237,070	54,111	0	66,300	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22	1,250	1,250		
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	179,214	80,016	99,198	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	17,923	8,230	7,143	2,550
12 Advertising and promotion	5,433	1,815	3,423	195
13 Office expenses	7,145	2,281	2,960	1,904
14 Information technology				
15 Royalties				
16 Occupancy				
17 Travel	8,515	735	6,799	981
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	904		904	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a SUPPLIES & MISCELLANEOUS	37,857	15,233	12,763	9,861
b FUNDRAISING	25,419	3,194	156	22,069
c TELEPHONE	1,200		1,200	
d STAFF DEVELOPMENT	650		650	
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	285,510	112,754	135,196	37,560
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing	38,400	1	36,848
	2 Savings and temporary cash investments	201,991	2	225,274
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net		4	
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	460	9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 6,455		
	b Less: accumulated depreciation	10b 6,455	10c	
	11 Investments—publicly traded securities	248,895	11	271,487
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	
16 Total assets. Add lines 1 through 15 (must equal line 33)	489,746	16	533,609	
Liabilities	17 Accounts payable and accrued expenses	52	17	438
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties	59	24	2,544
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25	111	26	2,982
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	489,635	27	530,627
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	489,635	32	530,627
	33 Total liabilities and net assets/fund balances	489,746	33	533,609

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	237,070
2	Total expenses (must equal Part IX, column (A), line 25)	2	285,510
3	Revenue less expenses. Subtract line 2 from line 1	3	-48,440
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	489,635
5	Net unrealized gains (losses) on investments	5	25,495
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	63,937
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	530,627

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

	Yes	No
1 Accounting method used to prepare the Form 990: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
b Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.		
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?		X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

SCHEDULE A
(Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public
Inspection

Name of the organization

RAYMOND COALITION FOR YOUTH

Employer identification number

02-0713987

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2 A school described in section 170(b)(1)(A)(ii). (Attach Schedule E (Form 990).)
- 3 A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4 A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state:
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8 A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 9 An agricultural research organization described in section 170(b)(1)(A)(ix) operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
- 10 An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. You must complete Part IV, Sections A and B.
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). You must complete Part IV, Sections A and C.
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). You must complete Part IV, Sections A, D, and E.
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete Part IV, Sections A and D, and Part V.
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations:
 - g Provide the following information about the supported organization(s):

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)
 (Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2022 (line 6, column (f) divided by line 11, column (f))	14	%
15 Public support percentage from 2021 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test—2022. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
b 33 1/3% support test—2021. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
17a 10%-facts-and-circumstances test—2022. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
b 10%-facts-and-circumstances test—2021. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions <input type="checkbox"/>		

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	27,741	31,348	93,994	144,622	116,659	414,364
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose	186,087	192,321	50,128	61,425	44,339	534,300
3 Gross receipts from activities that are not an unrelated trade or business under section 513	55,596	45,036	62,201	147,020	66,305	376,158
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5	269,424	268,705	206,323	353,067	227,303	1,324,822
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year	7,618	17,273	14,885	98,747		138,523
c Add lines 7a and 7b	7,618	17,273	14,885	98,747		138,523
8 Public support. (Subtract line 7c from line 6.)						1,186,299

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
9 Amounts from line 6	269,424	268,705	206,323	353,067	227,303	1,324,822
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	2,063	4,818	142	344	9,767	17,134
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b	2,063	4,818	142	344	9,767	17,134
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)	271,487	273,523	206,465	353,411	237,070	1,341,956

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

15 Public support percentage for 2022 (line 8, column (f), divided by line 13, column (f))	15	88.40%
16 Public support percentage from 2021 Schedule A, Part III, line 15	16	88.39%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2022 (line 10c, column (f), divided by line 13, column (f))	17	1%
18 Investment income percentage from 2021 Schedule A, Part III, line 17	18	1%

19a 33 1/3% support tests—2022. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

b 33 1/3% support tests—2021. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer lines 3b and 3c below.		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.		
4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI.		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990).		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? If "Yes," complete Part I of Schedule L (Form 990).		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI.		
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI.		
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI.		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer line 10b below.		
b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

Part IV Supporting Organizations (continued)

Table with 3 columns: Question, Yes, No. Row 11: Has the organization accepted a gift or contribution from any of the following persons? Sub-rows 11a, 11b, 11c.

Section B. Type I Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? Row 2: Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization?

Section C. Type II Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)?

Section D. All Type III Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided? Row 2: Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? Row 3: By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year?

Section E. Type III Functionally Integrated Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Check the box next to the method that the organization used to satisfy the Integral Part Test during the year. Sub-rows a, b, c. Row 2: Activities Test. Answer lines 2a and 2b below. Sub-rows a, b. Row 3: Parent of Supported Organizations. Answer lines 3a and 3b below. Sub-rows a, b.

Part V | Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	
Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	
Section C – Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Part V | **Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)**

Section D – Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	1
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4 Amounts paid to acquire exempt-use assets	4
5 Qualified set-aside amounts (prior IRS approval required—provide details in Part VI)	5
6 Other distributions (describe in Part VI). See instructions.	6
7 Total annual distributions. Add lines 1 through 6.	7
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	8
9 Distributable amount for 2022 from Section C, line 6	9
10 Line 8 amount divided by line 9 amount	10

Section E – Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2022	(iii) Distributable Amount for 2022
1 Distributable amount for 2022 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2022 (reasonable cause required—explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2022			
a From 2017			
b From 2018			
c From 2019			
d From 2020			
e From 2021			
f Total of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2022 distributable amount			
i Carryover from 2017 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2022 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2022 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2022, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6 Remaining underdistributions for 2022. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 Excess distributions carryover to 2023. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2018			
b Excess from 2019			
c Excess from 2020			
d Excess from 2021			
e Excess from 2022			

**Schedule B
(Form 990)**

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Attach to Form 990 or Form 990-PF.
Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2022

Name of the organization RAYMOND COALITION FOR YOUTH	Employer identification number 02-0713987
--	---

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)(~~3~~ 3) (enter number) organization

4947(a)(1) nonexempt charitable trust not treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year \$

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it must answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

Name of organization RAYMOND COALITION FOR YOUTH	Employer identification number 02-0713987
--	---

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	NH SCHOOL ADMINISTRATIVE UNIT 33 RAYMOND SCHOOL DISTRICT 43 HARRIMAN HILL ROAD RAYMOND NH 03077	\$ 8,132	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	TOWN OF RAYMOND, NH 4 EPPING ST RAYMOND NH 03077	\$ 8,538	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	OFFICE NATIONAL DRUG CONTROL POLICY CARA LOCAL DRUG CRISES PROGRAM 1600 PENNSYLVANIA AVE NW WASHINGTON DC 20500	\$ 46,620	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	SEACOAST PUBLIC HEALTH NETWORK LAMPREY HEALTH CARE 128 NH ROUTE 27 RAYMOND NH 03077	\$ 17,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5	GRANITE UNITED WAY GRANITE YOUTH ALLIANCE 22 CONCORD ST FLOOR 4 MANCHESTER NH 03101	\$ 5,700	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

Name of the organization

Employer identification number

RAYMOND COALITION FOR YOUTH

02-0713987

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include: 1 Total number at end of year, 2 Aggregate value of contributions to (during year), 3 Aggregate value of grants from (during year), 4 Aggregate value at end of year, 5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? (Yes/No), 6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? (Yes/No)

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Table with 2 columns: Description, Held at the End of the Tax Year. Rows include: 1 Purpose(s) of conservation easements held by the organization (check all that apply), 2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year (2a Total number of conservation easements, 2b Total acreage restricted by conservation easements, 2c Number of conservation easements on a certified historic structure included in (a), 2d Number of conservation easements included in (c) acquired after July 25, 2006, and not on a historic structure listed in the National Register), 3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year, 4 Number of states where property subject to conservation easement is located, 5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? (Yes/No), 6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? (Yes/No), 9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Table with 2 columns: Description, Amount. Rows include: 1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items. b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items: (i) Revenue included on Form 990, Part VIII, line 1, (ii) Assets included in Form 990, Part X, 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items: a Revenue included on Form 990, Part VIII, line 1, b Assets included in Form 990, Part X

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d Loan or exchange program
 - e Other
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|---------------------------------|--------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment %
 - b Permanent endowment %
 - c Term endowment %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|--|--------|----|
| (i) Unrelated organizations | 3a(i) | |
| (ii) Related organizations | 3a(ii) | |
| b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? | 3b | |

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment		6,455	6,455	
e Other				

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)

Part VII Investments – Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.)		

Part VIII Investments – Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.)		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.)	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.)	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII

**SCHEDULE G
(Form 990)**

Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

Name of the organization

RAYMOND COALITION FOR YOUTH

Employer identification number

02-0713987

Part I

Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- a Mail solicitations
- b Internet and email solicitations
- c Phone solicitations
- d In-person solicitations
- e Solicitation of non-government grants
- f Solicitation of government grants
- g Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? Yes No

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
			Yes	No			
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total							

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

.....

.....

.....

.....

Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events
		GALA/AUCTION <small>(event type)</small>	PREVENTION SUMM <small>(event type)</small>	NONE <small>(total number)</small>	<small>(add col. (a) through col. (c))</small>
Revenue	1	39,462	22,750		62,212
	2				
	3	39,462	22,750		62,212
Direct Expenses	4				
	5				
	6				
	7				
	8				
	9				
	10	Direct expense summary. Add lines 4 through 9 in column (d)			
11	Net income summary. Subtract line 10 from line 3, column (d)				62,212

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1				
	2				
Direct Expenses	3				
	4				
	5				
6	<input type="checkbox"/> Yes % <input type="checkbox"/> No	<input type="checkbox"/> Yes % <input type="checkbox"/> No	<input type="checkbox"/> Yes % <input type="checkbox"/> No		
7	Direct expense summary. Add lines 2 through 5 in column (d)				
8	Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities: _____
 a Is the organization licensed to conduct gaming activities in each of these states? Yes No
 b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? Yes No
 b If "Yes," explain: _____

**SCHEDULE O
(Form 990)**Department of the Treasury
Internal Revenue Service

Name of the organization

Supplemental Information to Form 990 or 990-EZComplete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2022**Open to Public
Inspection**

Employer identification number

RAYMOND COALITION FOR YOUTH

02-0713987

FORM 990, PART III, LINE 4B - SECOND ACCOMPLISHMENT

PROVIDING VARIOUS PROGRAMS AND RESOURCES TO PROMOTE POSITIVE HEALTHY
CHOICES FOR YOUTH, AND TO MAKE RAYMOND, NH A SAFE AND DRUG-FREE COMMUNITY.

CURRENT YEAR PROGRAMS INCLUDE:

CONNECT:SUICIDE, DRUG-FREE HEROIN TASK FORCE, FAMILY FUN NIGHT, GRANITE
YOUTH ALLIANCE, MY CHOICE DIVERSION PROGRAM, PREVENTION SUMMIT, PROJECT
SAFEGUARD, RED RIBBON DRUG PREVENTION, STICKER SHOCK, SUMMER SERIES, VAPING
UNVEILED, YOUTH ACTION, YOUTH FOOD DRIVE, RX TAKE BACK.

THESE PROGRAMS INCLUDE INFORMATIONAL SESSIONS FOR PARENTS AND THE
COMMUNITY AT-LARGE TO LEARN ABOUT TOPICS THAT ARE OF CONCERN TO LOCAL
YOUTH. A YOUTH WORKER POSITION HAS BEEN ESTABLISHED TO DEVELOP YOUTH
PROGRAMS AT THE MIDDLE AND HIGH SCHOOL LEVEL, AND TO SUPPORT THE MANY
PROGRAMS DEVELOPED TO REACH OUT TO THE COMMUNITY. THE PROGRAMS WORK TO
PROMOTE POSITIVE, HEALTHY BEHAVIORS FOR OUR YOUTH. THE ORGANIZATION HAS
PARTNERED WITH THE LOCAL POLICE DEPARTMENT TO CREATE A DIVERSION PROGRAM
WHEREBY AT-RISK YOUTH CAN AVOID ARRESTS AND COURT AND INSTEAD BECOME
EDUCATED ABOUT THE DANGERS OF ALCOHOL AND DRUGS. THE ORGANIZATION BENEFITS
THE ENTIRE COMMUNITY WITH ITS PROACTIVE OUTREACH TO YOUTH, SPONSORING
NUMEROUS EDUCATIONAL ACTIVITIES FOR LOCAL YOUTH, AND HELPING TO KEEP KIDS
SAFE DURING AND AFTER SCHOOL HOURS.

FORM 990, PART VI, LINE 11B - ORGANIZATION'S PROCESS TO REVIEW FORM 990
RETURN IS PREPARED BY AN INDEPENDENT ACCOUNTING FIRM, REVIEWED AND ACCEPTED
AT MEETING OF GOVERNING BODY.

Name of the organization

Employer identification number

RAYMOND COALITION FOR YOUTH

02-0713987

FORM 990, PART VI, LINE 12C - ENFORCEMENT OF CONFLICTS POLICY

ALL OFFICERS AND DIRECTORS ATTEST TO RECEIPT AND UNDERSTANDING OF CONFLICT OF INTEREST POLICY. PERPETUAL MONITORING AND PERIODIC REVIEW IS CONDUCTED TO ENSURE COMPLIANCE WITH CONFLICT OF INTEREST POLICY.

FORM 990, PART VI, LINE 15A - COMPENSATION PROCESS FOR TOP OFFICIAL PERIODIC REVIEWS ARE COMPLETED TO DETERMINE IF COMPENSATION AND BENEFITS ARE REASONABLE.

FORM 990, PART VI, LINE 19 - GOVERNING DOCUMENTS DISCLOSURE EXPLANATION AVAILABLE UPON REQUEST.

FORM 990, PART XI, LINE 9 - OTHER CHANGES IN NET ASSETS EXPLANATION PRIOR PERIOD ADJUSTMENT - EMPLOYEE RETENTION CREDIT

**Raymond Coalition for Youth
Board of Directors, January 2024**

Chairman

Pat Arsenault
21st Century After School Director

Vice Chairman

Dustin Ramey
Edward Jones

Secretary

Deb Intonti
Civic Volunteer

Treasurer

Pat Arsenault
21st Century After School Director

Sustainability Chair

Dustin Ramey
Edward Jones

Members

Ali Bousquin
Director of Assimilation and
Engagement– Bethany Church

Carrie Chooljian
Care Manager - Lamprey Health Care

John Gagliardi
Business – Alarms Plus

Ed Wood
Retired Education

Tim Carta
RCFY Youth Action Alumni – Fidelity
Investments

Terry Leatherman
Raymond School District Superintendent

Non-Voting member

Celeste Clark
RCFY Executive Director



CELESTE M. CLARK

Experience:

Raymond Coalition for Youth – Raymond NH 9/2000 - present
Executive Director, (2005 – Present)

- Experienced and highly effective Non Profit Leader
- Community engagement and mobilization
- Juvenile diversion programming and implementaion
- Substance Misuse Prevention specialist with continuum experience
- Grant Writing and Grant Management (state, federal, nonprofit and foundation)
- Strong communication skills – written, verbal, personal, public speaking and social media
- Strong Work Ethic
- Dynamic marketing skills, techniques
- Proven leader in partnership recruitment, networking and community organizing

Experience:

- Seacoast Mental Health - Family Mentor (2005 – 2006)

Membership and Organizations

- NH Governors Prevention Task Force – member – prevention (2011 – 2022)
- Raymond Area Rotary Club – President (2020- 2021) member (2014 – present)
- Public Health Advisory Committee of the NH Seacoast – member (2014 – present)

Awards and Recognition:

- 2023 – Academy of Criminal Justice Sciences – Innovation and Leadership Award
- 2019 – DEA Certificate of Appreciation tireless efforts in drug prevention efforts.
- 2017 – 2020 CADCA (Community Anti-Drug Coalition of America) Presenter (4x)
- 2014 – Linked in – Smoking in Raymond & Keene State credit
- 2013 – Message in a Bottle – Huffington Post – removal of RX bottles
- 2010 – 7th Annual Leadership Institute and Mentorship Program, Graduate
- 2007 - Community Organizer/National Alliance Mental Illness Frameworks Youth Suicide Prevention Leadership Award
- 2006 - *Union Leader/NH Business Association "40 Under 40" Leadership Award*

Education and Professional Development

- Juvenile Diversion certification – Georgetown University – McCourt School of Public Policy, (2014)
- Nonprofit Management certification – Marlboro College, VT (2012)
- CADCA National Coalition Academy Graduate (2011)
- My Choice Diversion Program certified trainer (2008)
- Certified National Alliance for Mental Illness Connect Youth Suicide Prevention Trainer
- Northern Essex Community College-Business

Continuing education

Ongoing conference and webinar trainings to stay current on trends, services and strategies including CADCA – Leadership and Midyear forums and online webinars, Search Institute certified facilitator (2017), ACES (Adverse Childhood Experiences, Trauma informed care, the Strategic Prevention Framework and ongoing prevention, treatment and recovery classes.

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: Raymond Coalition for Youth, Inc.

NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Celeste Clark	Executive Director	33.00%	\$25,970.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00

Subject: Coalition Operation Support SS-2024-DBH-26-COALI-04

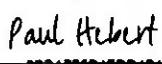
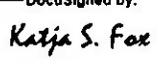
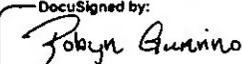
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Southeastern Regional Educational Service Center		1.4 Contractor Address 165 South River Road, Unit F Bedford, NH 03110	
1.5 Contractor Phone Number (603) 206-6830	1.6 Account Unit and Class 05-95-92-920510-33800000-102-500731	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$80,000
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: 3/7/2024		1.12 Name and Title of Contractor Signatory Paul Hebert Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 3/8/2024		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: 3/11/2024			
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.

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
Coalition Operation 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 adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) 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
Coalition Operation Support**

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must develop and maintain a community-based coalition focused on prevention strategies to prevent and reduce youth access to and use of substances including, but not limited to, alcohol, marijuana, nicotine, vaping, prescription drugs, and emerging substances. The Contractor must ensure the coalition is composed of, at a minimum:

- 1.1.1. Youth serving organizations;
- 1.1.2. Schools;
- 1.1.3. Parents;
- 1.1.4. Public safety;
- 1.1.5. Health professionals; and
- 1.1.6. Business community representatives.

1.2. The Contractor must ensure services are available in the Seacoast Region, including:

1.2.1. The following school districts:

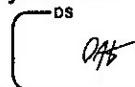
- 1.2.1.1. Sanborn;
- 1.2.1.2. Fremont;
- 1.2.1.3. Timberlane; and
- 1.2.1.4. Hampstead.

1.2.2. The following communities:

- 1.2.2.1. Atkinson;
- 1.2.2.2. Danville;
- 1.2.2.3. Freemont;
- 1.2.2.4. Hampstead;
- 1.2.2.5. Newton;
- 1.2.2.6. Kingston;
- 1.2.2.7. Plaistow; and
- 1.2.2.8. Sandown.

1.3. Emerging and Evolving Concerns

1.3.1. The Contractor must assist with obtaining and implementing the "Getting to Y" Youth Risk Behavior Study (YRBS) data analysis tool in at least one of its four (4) school districts.



**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

- 1.3.2. The Contractor must ensure Emotional Literacy and suicide prevention programming is available for elementary and middle school students.
- 1.3.3. The Contractor must provide regional youth athlete summits to enhance leadership potential, and increase self-worth, social awareness of one's actions, and communication.
- 1.3.4. The Contractor must create and disseminate a minimum of one (1) cannabis and THC (tetrahydrocannabinol) awareness campaign.
- 1.3.5. The Contractor must meet with parents and community groups to discuss current trends and related action steps.
- 1.3.6. The Contractor must distribute Substance Use Disorder (SUD) resources that target overdose prevention, and parenting and relative caregivers to the community.

1.4. Health Disparities

- 1.4.1. The Contractor must ensure materials and strategies are culturally effective.
- 1.4.2. The Contractor must participate in efforts to develop programs and support for Children of Substance Abusing Parents (COSAPs) through the National Association for Children of Addiction (NACoA) "Children Deserve Recovery, Too!" program. The Contractor must:
 - 1.4.2.1. Provide a detailed plan outlining strategies and methods for collaborating with NACoA.
- 1.4.3. The Contractor must work with school Tier 1 Teams to identify ways to reach at-risk youth through universal strategies.
- 1.4.4. The Contractor must collaborate with the school districts described in Subsection 1.2.1. to:
 - 1.4.4.1. Provide resources to families when a student is suspected of being under the influence of substances on school property; and
 - 1.4.4.2. Help youth identify and connect with meaningful career paths, or higher educational opportunities to prevent an increase in substance misuse and mental health issues upon exiting high school.

1.5. Capacity Development

- 1.5.1. The Contractor must ensure the Program Director obtains and maintains State of NH Certified Prevention Specialist certification.
- 1.5.2. The Contractor must ensure adequate staffing to meet deliverables.

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

- 1.5.3. The Contractor must educate the community on what prevention and reduction strategies they are developing and implementing..
- 1.5.4. The Contractor must coordinate trainings on substance use prevention and reduction strategies in its region for coalition members and the community to increase their knowledge and skills to act.
- 1.5.5. The Contractor, in consultation with the partners described in Section 1.1, must develop and maintain various workgroups designed to tackle new coalition projects that meet local needs.
- 1.5.6. The Contractor must participate in state Administrators, Teachers, and School Board YRBS Workgroup to improve YRBS participation in the Seacoast Region.
- 1.5.7. The Contractor must work closely with its Regional Public Health Networks to develop unified prevention programming and messaging and to prevent duplication of efforts.
- 1.6. Partnerships and Helping Other Communities
 - 1.6.1. The Contractor must mentor new coalitions and those that request assistance.
 - 1.6.2. The Contractor must engage youth serving organizations outside of the Seacoast Region to provide a wider range of healthy recreational options and support for youth.
 - 1.6.3. The Contractor must assist with and mentor other schools and coalitions in the state on implementing elementary and middle school mental health literacy programs.
 - 1.6.4. The Contractor must maintain regular communication with current and former Drug Free Communities (DFC) coordinators in the state.
 - 1.6.5. The Contractor must participate in monthly DFC networking calls.
- 1.7. Coalition Sustainability
 - 1.7.1. The Contractor must update and implement the Coalition sustainability plan by six (6) months of the contract effective date.
 - 1.7.2. The Contractor must engage in fundraising efforts to sustain coalition operation services, including, but not limited to:
 - 1.7.2.1. Applying for tax-based funding.
 - 1.7.2.2. Applying for local, state, and federal grants when applicable.
 - 1.7.2.3. Conducting local community fundraising.
- 1.8. Data Entry Requirements

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

- 1.8.1. The Contractor must provide the Department with aggregate, non-identifiable data that supports Contract deliverables. The Contractor must:
 - 1.8.1.1. Work with the Department's Contractor, Arkansas Foundation for Medical Care Inc. (AFMC), to obtain authorization to enter data into AFMC's REDCap system, which will be used by AFMC to provide aggregate reporting to the Department.
 - 1.8.1.2. Enter aggregate, non-identifiable data into the AFMC system on a monthly basis, due by the 20th business day of the following month. The Contractor must ensure data entered includes:
 - 1.8.1.2.1. Demographics;
 - 1.8.1.2.2. Number of meetings held;
 - 1.8.1.2.3. Number of adults reached;
 - 1.8.1.2.4. Number of youth reached;
 - 1.8.1.2.5. Number of coalitions mentored;
 - 1.8.1.2.6. Number of youth serving organizations outside of the Seacoast Region engaged; and
 - 1.8.1.2.7. Other data as determined and requested by the Department.
- 1.8.2. The Contractor must ensure aggregate and de-identified data excludes information that would allow for the constructive identification of any individual, meaning that there is no reasonable basis to believe that the data 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.
- 1.9. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.10. The Contractor may be required to participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.11. Reporting
 - 1.11.1. The Contractor must provide the Department with aggregate data from its coalition operation support work to support the Contract deliverables and will not be handling or storing regulated or identifiable data on the Department's behalf.

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

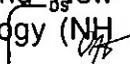
EXHIBIT B

- 1.11.2. The Contractor must ensure at no time will it share personally identifiable information, protected health information, Substance Use Disorder (SUD) or other state or federally regulated information with the Department verbally, digitally or hard copy in association with this Contract.
- 1.11.3. The Contractor must submit monthly reports through AFMC's REDCap system to the Department, in a format approved by the Department, to ensure progress towards Contract deliverables. The Contractor must ensure quarterly reports include only aggregate and non-identifiable data including, but not limited to:
- 1.11.3.1. Demographics;
 - 1.11.3.2. Number of meetings held;
 - 1.11.3.3. Number of adults reached;
 - 1.11.3.4. Number of youth reached;
 - 1.11.3.5. Number of coalitions mentored; and
 - 1.11.3.6. Number of youth serving organizations outside of the Seacoast Region engaged.
- 1.11.4. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.
- 1.12. Background Checks
- 1.12.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
- 1.12.1.1. 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;
 - 1.12.1.2. 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
 - 1.12.1.3. 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.

1.13. Confidential Data

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

- 1.13.1. 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.
- 1.13.2. The Contractor must ensure any individuals involved in delivering services through the resulting 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.
- 1.14. Privacy Impact Assessment
 - 1.14.1. 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:
 - 1.14.1.1. How PII is gathered and stored;
 - 1.14.1.2. Who will have access to PII;
 - 1.14.1.3. How PII will be used in the system;
 - 1.14.1.4. How individual consent will be achieved and revoked; and
 - 1.14.1.5. Privacy practices.
 - 1.14.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.
- 1.15. Department Owned Devices, Systems and Network Usage
 - 1.15.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are 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, each End User must:
 - 1.15.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH )

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

- DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
- 1.15.1.2. 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;
 - 1.15.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 1.15.1.4. 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;
 - 1.15.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 1.15.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
 - 1.15.1.7. 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 only. Email is defined as "internal email systems" or "Department-funded email systems."
 - 1.15.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
 - 1.15.1.9. Agree when utilizing the Department's email system:
 - 1.15.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 1.15.1.9.2. Include in the signature lines information identifying the End User as

DAH

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

a non-Department workforce member;
and

- 1.15.1.9.3. 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."

- 1.15.1.10. 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:

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

- 1.15.1.10.2. 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.

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

- 1.15.1.11. 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.

- 1.15.1.12. 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.



**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

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.

1.16. Contract End-of-Life Transition Services

1.16.1. General Requirements

1.16.1.1. 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.

1.16.1.2. 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 and 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.

1.16.1.3. 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.

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

- 1.16.1.4. 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.
- 1.16.1.5. 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.
- 1.16.1.6. 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.
- 1.16.2. Completion of Transition Services
 - 1.16.2.1. 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.
 - 1.16.2.2. 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.
- 1.16.3. Disagreement over Transition Services Results
 - 1.16.3.1. 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.

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

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.

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 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 a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 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.

**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT B

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.

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
Coalition Operation 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, in accordance with 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 Exhibits C-1, Budget through 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 dhhs.dbhinvoicesbdas@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
Coalition Operation 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 receiving support of \$1,000,000 or more.
 - 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. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 8.5. 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~~

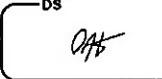
**New Hampshire Department of Health and Human Services
Coalition Operation Support**

EXHIBIT C

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-2 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	Southeastern Regional Educational Service Center
Budget Request for:	Coalition Operation Support
Budget Period	7/1/2024-6/30/2025
Indirect Cost Rate (if applicable)	10%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$35,492
2. Fringe Benefits	\$0
3. Consultants	\$1
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$1
5.(a) Supplies - Educational	\$1
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$1
6. Travel	\$1
7. Software	\$1
8. (a) Other - Marketing/ Communications	\$1
8. (b) Other - Education and Training	\$500
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$1
Total Direct Costs	\$36,000
Total Indirect Costs	\$4,000
TOTAL	\$40,000

Contractor Initial: 

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

^{DS}


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 DS
AH

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}


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

os
OAB

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
OAB

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

DS
OAB

New Hampshire Department of Health and Human Services

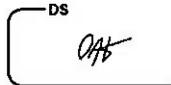
Exhibit D

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


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

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 SOUTHEASTERN REGIONAL EDUCATIONAL SERVICE CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 06, 1974. 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: 64995

Certificate Number: 0006547241



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of January A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



Southeastern Regional Educational Service Center

165 South River Road, Unit F
Bedford, NH 03110
Phone: 603-206-6800
Fax: 603-434-3891
www.seresc.net

PAUL HEBERT
Executive Director

CERTIFICATE OF AUTHORITY

I, Andy Schneider, hereby certify that:

1. I am a duly elected Officer of Southeastern Regional Educational Service Center.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called, and held on Wednesday, July 19, 2023, at which a quorum of the Directors was present and voting.

VOTED: The Board of Directors of the Southeastern Regional Educational Service Center do hereby certify that Paul Hebert is the duly appointed Executive Director of the Southeastern Regional Educational Service Center, a New Hampshire Corporation duly existing under the law, and having a principal place of business in Bedford, New Hampshire.

The Board also certifies that Paul Hebert is authorized by the Board of Directors of the Southeastern Regional Educational Service Center to sign on behalf of the corporation; all contracts, agreements, documents, application for payment from the Governor and Council, state bodies, and all other individuals and entities.

The Board further certifies that Paul Hebert is authorized to execute on behalf of the Corporation; all contracts, agreements, and other similar documents.

3. This Certificate of Authority remains valid for thirty (30) days.

26 Feb 2024
Date


Mr. Andy Schneider, Chair
SERESC Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2024

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 The Hilb Group New England, LLC PO Box 606 Keene NH 03431	CONTACT NAME: Ana O'Donnell, CPIW, CIC PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: aodonnell@hilbgroup.com INSURER(S) AFFORDING COVERAGE INSURER A: Massachusetts Bay Insurance Co NAIC # 22306 INSURER B: The Hanover Insurance Group Inc INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED Southeastern Regional Educational Service Center 165 South River Rd, Unit F Bedford NH 03110	

COVERAGES **CERTIFICATE NUMBER: 23/24** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			ZDV 9626777 12	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED \$ _____
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			ZDV 9626777 12	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ 0			UHV 9636434 12	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ _____
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WHV9620856	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	PROFESSIONAL LIABILITY INCL ABUSE & MOLESTATION			ZDV 9626777 12	07/01/2023	07/01/2024	PER OCCURRENCE 1,000,000

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

3a state: NH

CERTIFICATE HOLDER State of NH, Department of Health and Human Services 129 Pleasant St. Concord NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



Southeastern Regional Education Service Center, Inc.

165 South River Road, Unit F
Bedford, NH 03110
Phone: 603-206-6800
www.seresc.net

PAUL HEBERT
Executive Director

SERESC Mission Statement

SERESC provides creative and compassionate educational and clinical services that address individual and systemic needs with evidence-based solutions.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.

FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021
AND
INDEPENDENT AUDITORS' REPORT



265 Washington Street, Keene, NH 03431

Phone: 603.352.4500

Fax: 603.352.8558

www.osterwheeler.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Southeastern Regional Education Service Center, Inc.:

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Southeastern Regional Education Service Center, Inc. (a not-for-profit New Hampshire organization) which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Southeastern Regional Education Service Center, Inc. as of June 30, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Southeastern Regional Education Service Center, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Southeastern Regional Education Service Center, Inc.'s ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Southeastern Regional Education Service Center, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Southeastern Regional Education Service Center, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Oster & Wheeler, P.C.

Keene, New Hampshire
May 11, 2023

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
<u>ASSETS</u>		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 888,099	\$ 964,525
Accounts receivable	771,718	496,135
Prepaid expenses	15,297	18,621
Total current assets	<u>1,675,114</u>	<u>1,479,281</u>
PROPERTY AND EQUIPMENT, net:	<u>9,852</u>	<u>3,422</u>
Total assets	<u>\$ 1,684,966</u>	<u>\$ 1,482,703</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES:		
Accounts payable	\$ 541,552	\$ 465,718
Accrued expenses	17,152	13,311
Deferred revenues	357,701	331,249
Current portion of long-term debt	58,666	55,121
Total current liabilities	<u>975,071</u>	<u>865,399</u>
LONG-TERM LIABILITIES:		
Long-term debt, net of current portion	<u>28,619</u>	<u>87,396</u>
Total long-term liabilities	<u>28,619</u>	<u>87,396</u>
Total liabilities	<u>1,003,690</u>	<u>952,795</u>
NET ASSETS:		
Without donor restriction		
Undesignated	504,041	356,588
Board designated	75,340	75,340
Total without donor restriction	<u>579,381</u>	<u>431,928</u>
With donor restriction	<u>101,895</u>	<u>97,980</u>
Total net assets	<u>681,276</u>	<u>529,908</u>
Total liabilities and net assets	<u>\$ 1,684,966</u>	<u>\$ 1,482,703</u>

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.
STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

	2022			2021		
	Without Donor Restriction	With Donor Restriction	Totals	Without Donor Restriction	With Donor Restriction	Totals
SUPPORT AND REVENUE:						
Support:						
Federal, state and local grants	\$ 494,863	\$ 44,241	\$ 539,104	\$ 743,444	\$ 53,987	\$ 797,431
Other grants	-	-	-	43,987	-	43,987
COVID-19 income	-	-	-	261,790	-	261,790
Revenue:						
Consulting revenue	3,801,105	-	3,801,105	2,937,419	-	2,937,419
Workshop revenue	36,801	-	36,801	27,000	-	27,000
Other services	122,174	-	122,174	130,472	-	130,472
Support and revenue before reclassifications	4,454,943	44,241	4,499,184	4,144,112	53,987	4,198,099
Net assets released from restrictions:	40,326	(40,326)	-	35,564	(35,564)	-
Total support and revenue	4,495,269	3,915	4,499,184	4,179,676	18,423	4,198,099
OPERATING EXPENSES:						
Program services	4,046,937	-	4,046,937	3,540,361	-	3,540,361
Management and general	300,879	-	300,879	310,429	-	310,429
Total operating expenses	4,347,816	-	4,347,816	3,850,790	-	3,850,790
Change in net assets	147,453	3,915	151,368	328,886	18,423	347,309
NET ASSETS, beginning of year	431,928	97,980	529,908	103,042	79,557	182,599
NET ASSETS, end of year	\$ 579,381	\$ 101,895	\$ 681,276	\$ 431,928	\$ 97,980	\$ 529,908

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

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.
STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

	2022			2021		
	Program Services	Management and General	Totals	Program Services	Management and General	Totals
OPERATING EXPENSES:						
Personnel expenses:						
Salaries and wages	\$ 1,082,468	\$ 80,797	\$ 1,163,265	\$ 1,037,440	\$ 57,001	\$ 1,094,441
Employee benefits	108,001	2,775	110,776	137,009	37,483	174,492
Payroll taxes	81,541	5,694	87,235	61,961	3,945	65,906
Advertising	2,798	2,124	4,922	287	500	787
Bad debts	-	-	-	-	9,524	9,524
Conferences, conventions and meetings	5,146	16,229	21,375	5,430	14,726	20,156
Contracted services	2,313,965	350,837	2,664,802	1,834,379	306,994	2,141,373
Depreciation	-	3,584	3,584	-	2,674	2,674
Fees and service charges	3,698	5,082	8,780	4,967	4,358	9,325
Insurance	250	20,677	20,927	2,454	11,398	13,852
Interest expense	-	7,397	7,397	-	11,315	11,315
Miscellaneous	-	90	90	-	12,920	12,920
Occupancy	6,855	104,073	110,928	157	122,058	122,215
Office expenses	21,702	22,361	44,063	91,511	20,652	112,163
Professional fees	-	-	-	-	1,733	1,733
Purchases	3,168	573	3,741	4,004	3,247	7,251
Travel	95,931	-	95,931	50,663	-	50,663
Indirect costs	321,414	(321,414)	-	310,099	(310,099)	-
Total operating expenses	\$ 4,046,937	\$ 300,879	\$ 4,347,816	\$ 3,540,361	\$ 310,429	\$ 3,850,790

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

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	\$ <u>151,368</u>	\$ <u>347,309</u>
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	3,584	2,674
(Increase) decrease in the following assets:		
Accounts receivable	(275,583)	(99,020)
Prepaid expenses	3,324	9,892
Increase (decrease) in the following liabilities:		
Accounts payable	75,834	118,095
Accrued expenses	3,841	(1,153)
Refundable advance	-	(42,010)
Deferred revenue	<u>26,452</u>	<u>197,144</u>
Total adjustments	<u>(162,548)</u>	<u>185,622</u>
Net cash flows from operating activities	<u>(11,180)</u>	<u>532,931</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of office equipment	<u>(8,436)</u>	<u>-</u>
Net cash flows from investing activities	<u>(8,436)</u>	<u>-</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Principal payments of long-term debt	<u>(56,810)</u>	<u>(51,104)</u>
Net cash flows from financing activities	<u>(56,810)</u>	<u>(51,104)</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	(76,426)	481,827
CASH AND CASH EQUIVALENTS, beginning of year	<u>964,525</u>	<u>482,698</u>
CASH AND CASH EQUIVALENTS, end of year	\$ <u>888,099</u>	\$ <u>964,525</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	\$ <u>7,397</u>	\$ <u>11,315</u>

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

1. Organization:

Southeastern Regional Education Service Center, Inc. (the Organization) was formed in 1974 when fourteen New Hampshire school districts pooled their resources to support special education students being mainstreamed into public school for the first time. The Organization's main focus areas include:

- Education services to school districts and educators throughout New Hampshire.
- A vision services program within the Organization supports school districts in meeting the unique needs of students who have a vision impairment, including students with additional disabilities. Services offered include assessments, instructions and consultation.

The Organization was created as, and remains, a nonprofit entity managed by a Board of Directors comprised of school board members and superintendents of schools. As an educational consortium, the Organization has both a regional and statewide focus in order to serve all educational communities. The Organization is known for piloting innovative practices and creativity, technological sophistication, and professional development that contributes to accountability, improved student learning and excellence in the teaching profession.

2. Summary of significant accounting policies:

Accounting for contributions and financial statement presentation – The Organization presents its financial statements in accordance with *Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 958 Not-For-Profit Entities*. All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Non-cash contributions are recorded at fair market value on the date of the donation. Income earned on net assets, including net realized appreciation on investments, is reflected as a change in net assets without donor restrictions or net assets with donor restrictions in accordance with donor stipulations.

Amounts related to the Organization's financial position and activities are reported in two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions are available for use in general operations and not subject to donor or certain grantor restrictions.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

Net assets with donor restrictions consist of assets whose use is limited by donor-imposed time or purpose restrictions. Donor-imposed restrictions are released when a restriction expires, that is, when a stipulated time restriction ends, or purpose restriction is accomplished. When a donor restriction expires the net assets are reclassified as net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions. Some net assets with donor restrictions include a stipulation that assets provided be maintained permanently (perpetual in nature) while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a board-approved spending policy. Restricted contributions that are received and utilized in accordance with donor stipulations in the same year are reported as contributions without donor restrictions. The Organization follows a similar policy for investment return on these funds.

Basis of accounting - Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC Topic 958-605-25 *Recognition-Contributions Received*.

Cash and cash equivalents – For purposes of the statement of cash flows, the Organization considers all liquid financial instruments with a maturity of three months or less to be cash equivalents.

Accounts receivable – Receivables consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is determined based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectible. At June 30, 2022 and 2021, no allowance has been recorded as management believes receivables are fully collectible.

Property and equipment – Property and equipment are carried at cost or, if donated, at the approximate fair value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. The Organization charges to expense annual amounts of depreciation which allocate the cost of operating property and equipment over their estimated useful lives. The Organization uses the straight-line method for computing depreciation. The ranges of estimated useful lives used are:

	<u>Years</u>
Buildings and improvements	40
Furniture, fixtures and equipment	5 – 10

Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowances, and any gain or loss is recognized. No impairment loss has been noted during the year.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

Revenue recognition – Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively. Contributions are recognized as revenue when they are received or unconditionally pledged.

Contributions and grant revenues – Contributions, including promises to give, are considered conditional or unconditional, depending on the nature and existence of any donor or grantor conditions. A contribution or promise to give contains a donor or grantor condition when both of the following are present: (1) An explicit identification of a barrier, that is more than trivial, that must be overcome before the revenue can be earned and recognized (2) An implicit right of return of assets transferred or a right of release of a donor or grantor's obligation to transfer assets promised, if the condition is not met. Conditional contributions are recognized when the barrier(s) to entitlement are overcome. Unconditional contributions are recognized as revenue when received.

Grants are either recorded as contributions or exchange transactions based on criteria contained in the grant award. Grant awards that are contributions are evaluated for conditions and recognized as revenue when conditions in the award are satisfied. Unconditional awards are recognized as revenue when the award is received. Amounts received in which conditions have not been met are reported as a refundable advance liability. Grant awards that are exchange transactions are those in which the resource provider or grantor receives a commensurate value in exchange for goods or services transferred. There were no grants or awards that were considered exchange transactions during the years ended June 30, 2022 and 2021.

In-kind donations – Contributions of nonfinancial assets and materials are recorded as contributions at their estimated fair values at the date of donation. Contributions of services are recognized when they are received if the services (a) create or enhance nonfinancial assets or (b) required specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not donated. The Organization pays for most services requiring specific expertise. However, many individuals volunteer their time and perform a variety of tasks that assist the Organization with specific programs and various committee assignments.

Income taxes – The Organization qualifies as an organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). The Organization has evaluated its significant tax positions, including their tax-exempt status, and determined that they do not need to recognize a liability for any uncertain tax positions for interest, penalties or potential taxes. Accordingly, no provision for income taxes is required. The Organization's annual federal return filings (Form 990) and state filings (Form NHCT-12) remain subject to examination by major tax jurisdictions for the standard three-year statute of limitations.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

Functional allocation of expense - The costs of providing the various program and supporting services have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Expenses are charged to programs and supporting services on the basis of periodic expense reviews and management estimates. Expenses directly attributable to a specific functional area of the Organization are reported as expenses of those functional areas. Management and general expenses include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of the Organization.

Use of estimates – The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Accounting pronouncements adopted – In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts in-kind, for not-for-profit organizations. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the Statement of Activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The Organization adopted this guidance as of July 1, 2021, as required by the standard. The Organization applied Topic 958 on a retrospective basis. There were no contributed nonfinancial assets during the fiscal year ended 2021, so the Statement of Activities and Statement of Functional Expenses for 2021 did not need to be restated.

Accounting pronouncements to be adopted in future periods – In June 2016, the FASB issued ASU No. 2016-13, *Measurement of Credit Losses on Financial Instruments (Topic 326)*. ASU 2016-13 requires a financial asset measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the income statement will reflect the measurement of credit losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. ASU 2016-13 will be effective for the Organization's year ending July 30, 2024. The Organization has not yet determined the effects, if any, that the adoption of ASU 2016-13 may have on its financial position, results of operations, cash flows, or disclosures.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. ASU 2016-02 establishes a comprehensive new lease accounting model. The new standard clarifies the definitions of a lease, requires a dual approach to lease classification similar to current lease classifications, and causes lessees to recognize leases on the balance sheet as a lease liability with a corresponding right-of-use asset for leases with a lease term of more than twelve months. In June 2020, the FASB issued 2020-05 which provided nonpublic companies with a one-year deferral of the effective date of ASC 842. The Organization has elected to adopt this deferral and ASU 2016-02 is effective for the Organization's year ending June 30, 2023. The new standard originally required a modified retrospective transition for capital or operating leases existing at or entered into after the beginning of the earliest comparative period presented in the financial statements, but it does not require transition accounting for leases that expire prior to the date of the initial application. In July 2018, the FASB issued ASU No. 2018-11 *Leases (Topic 842)* which provided another transition method in addition to the existing transition method by allowing entities to initially apply the new leases standard at the adoption date and recognize a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption. The Organization has not yet determined the effects, if any, that the adoptions of ASU 2016-02 and ASU 2018-11 may have on its financial position, results of operations, cash flows, or disclosures.

3. Liquidity:

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statement of Financial Position date, comprise the following:

	<u>2022</u>	<u>2021</u>
Financial assets:		
Cash and cash equivalents	\$ 888,099	\$ 964,525
Accounts receivable	<u>771,718</u>	<u>496,135</u>
Total financial assets available within one year	1,659,817	1,460,660
Less:		
Amounts unavailable for general expenditures within one year, due to:		
Restricted by donors with purpose restrictions	(101,895)	(97,980)
Amounts unavailable to management without board of director approval:		
Board designated for operational support	<u>(75,340)</u>	<u>(75,340)</u>
	\$ <u>1,482,582</u>	\$ <u>1,287,340</u>

The Organization maintains a policy of structuring its financial assets to be available as its general expenditures, liabilities and other obligations come due.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

4. Property and equipment:

The original cost and accumulated depreciation of property and equipment is as follows as of June 30:

	<u>2022</u>	<u>2021</u>
Furniture, fixtures and equipment	\$ 21,807	\$ 13,371
Less: accumulated depreciation	<u>11,955</u>	<u>9,949</u>
Net property and equipment	\$ <u>9,852</u>	\$ <u>3,422</u>

Depreciation expense for the years ended June 30, 2022 and 2021 was \$3,584 and \$2,674, respectively.

5. Refundable advance liability – CARES Act:

At June 30, 2020 the Organization had a refundable advance liability of \$42,010 from the receipt of an award totaling \$219,780 from the Small Business Administration's (SBA) Paycheck Protection Program (PPP) as a result of legislation passed to assist businesses in navigating the Coronavirus pandemic. The Organization had determined the award was a conditional grant and had applied the policy as described in Note 2. Accordingly, the award was reported as a refundable advance liability until the conditions were substantially met or explicitly waived. As proceeds from the award were expended following the SBA's conditions, the Organization moved them to be recognized as revenues under COVID income on the Statement of Activities. During the year ended June 30, 2021, the Organization expended the remaining award funds, and the total \$219,780 award was forgiven by the federal government. The remaining award amount of \$42,010 has been recognized as revenue under COVID income on the Statement of Activities as of June 30, 2021.

6. Line of credit:

The Organization has an agreement with a bank to term out a matured commercial line of credit. The outstanding balance on this line at June 30, 2022 and 2021 was \$87,285 and \$142,517, respectively. This line of credit is payable monthly, beginning January 1, 2019 and ending December 1, 2024. Monthly payments, including a fixed rate of interest at 6.25%, are \$5,202 per month.

Termed out line of credit at June 30, 2022 matures as follows:

2023 (current portion)	\$ 58,666
2024	<u>28,619</u>
	\$ <u>87,285</u>

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

7. Board designated net assets:

The Organization has net assets without donor restrictions that are considered board restricted. These net assets are unavailable to management without the board's approval and are designated for program support. Board designated net assets are comprised of two programs, the Center for Effective Behavioral Interventions and Supports (CEBIS) program and SMS services by speech pathologists. Funds represent net earnings from CEBIS workshops, consulting and SMS insurance payments. The CEBIS funds are to be used to offset expenses that are not funded by grants. The SMS funds are to be used to service speech patients after the yearly grant funds from the New Hampshire Bureau of Special Medical Services have been expended. Board designated net assets totaled \$75,340 as of June 30, 2022 and 2021.

8. Net assets with donor restrictions:

Net assets with temporary donor restrictions are available for the following purposes at June 30:

	<u>2022</u>	<u>2021</u>
Preschool Technical Assistance Network - private grants	\$ 55,255	\$ 51,340
Preschool Technical Assistance Network - district funds	41,794	41,794
Scholarship fund	<u>4,846</u>	<u>4,846</u>
Total net assets with temporary donor restrictions	\$ <u>101,895</u>	\$ <u>97,980</u>

The Organization had no net assets with permanent donor restrictions at June 30, 2022 and 2021.

9. Defined contribution benefit plan:

The Organization sponsors a defined contribution plan covering all employees aged 18 and over, with at least one consecutive year of service who agree to make contributions to the plan. The Organization has the option of making a discretionary matching contribution. No matching contributions were made by the Organization for the years ended June 30, 2022 and 2021.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

10. Related party transactions:

The Organization's Board of Directors includes school board representatives from member New Hampshire School Districts. No individual board member has significant control or influence over the fees charged or services provided to their own school district, as their vote can be overridden by board members with unrelated interests. Management has not disclosed specific transactions as the impact of the related party relationships is not deemed to have a material effect on the financial statements.

The Organization has a contract for management and accounting services with a company owned and controlled by the executive director of Southeast Regional Educational Services. The Organization's executive director is not a voting member of the board of directors, and the board has exclusive authority to negotiate and approve the service contract with any company they choose. Payments made to the contracted company for management and accounting services totaled \$268,000 and \$258,000 for the years ended June 30, 2022 and 2021, respectively.

11. Concentrations of risk:

A material part of the Organization's revenue is derived from services provided to member districts and the New Hampshire Department of Health and Human Services, the loss of which would have a materially adverse effect on the Organization.

Deposit concentration risk is managed by placing cash accounts with financial institutions believed to be creditworthy. At times, amounts in deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates.

12. Operating lease:

The Organization rents its office space from a third-party under a multi-year lease agreement. The Organization entered into a one-year agreement on October 1, 2017, with lease payments of \$4,500 per month. In March 2018, the Organization signed an amended agreement to extend the lease through September 30, 2022. The base lease payment for this agreement was \$6,177 per month with annual increases of 3% beginning October 1, 2018.

The future minimum lease payments due in subsequent years are as follows:

7/1/2022-6/30/2023	<u>85,296</u>
	\$ <u>85,296</u>

Rent expense for the years ended June 30, 2022 and 2021 totaled \$83,053 and \$87,176, respectively.

SOUTHEASTERN REGIONAL EDUCATION SERVICE CENTER, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

13. Subsequent events:

In preparing these financial statements, the Organization has evaluated events and transactions for potential recognition or disclosure through May 11, 2023, the date the financial statements were available to be issued. No events were noted for disclosure.

14. Reclassification:

Certain items have been reclassified in the prior year financial statements to conform with the current year presentation. These reclassifications had no effect on net assets or changes in net assets as previously reported.



SERESC

Southeastern Regional Education Service Center, Inc.

165 South River Road, Unit F
Bedford, NH 03110
Phone: 603-206-6800
www.seresc.net

PAUL HEBERT
Executive Director

SERESC Board of Directors

Andy Schneider, Chair

Charles P. Littlefield Ed.D., Vice-Chair

Marge Polak, Secretary

Nancy Lee P. Harding, MBA.PME

Darrell Lockwood, Ed.D.

Please visit our [website](http://www.seresc.net) for biographies of the Board of Directors.

Charlotte Scott

EXPERIENCE

Southern Rockingham Coalition for Healthy Youth (SoRock)
Coalition Coordinator/Program Director, January 2015 – Present
Volunteer, September 2008-January 2015

- Manage, develop, and coordinate the day-to-day programmatic operations of a community coalition focused on substance misuse prevention and mental health for eight communities.
- Oversee all marketing, communication, and outreach.
- Coordinate monthly and special meetings to gather stakeholders.
- Coordinate, develop and implement education and public awareness activities to engage the community in supporting prevention efforts.
- Develop new outreach efforts and provide improvements to existing outreach programs.
- Develop and maintain working relationships with sector partners and community stakeholders.
- Work collaboratively with coalition partners to develop, plan, and implement events and programming.
- Seek funding opportunities for in kind and monetary donations.
- Organize and facilitate youth groups and community focus groups.
- Provide resources for children youth and families across the continuum of care.
- Educate community, youth, business, and educators on prevention strategies.
- Educate state and local legislators on the importance of funding substance misuse prevention and mental health.
- Access federal, state, and local resources and direct them to the community.
- Facilitate mental health and substance misuse awareness campaigns reaching across the lifespan.

Students and Families Empowered (S.A.F.E)
Founder, 2008 – Present
Advocate/Consultant

- Sourcing programing and materials, providing implementation assistance to local school districts and the communities they serve.
- Advocate and consultant to parents in the complex multifaceted care of their children/adult children with developmental, learning, behavioral/mental health, and medical challenges.
- Liaison between the parents and the school district.

SKILLS

- Forging strong relationships.
- Skilled at working independently and with a team to creatively anticipate and solve problems.
- Maintaining confidentiality and discretion.
- Excellent communication skills, able to handle challenging & sensitive situations.
- Flexibility in handling multiple priorities.
- Works effectively with individuals from diverse communities and cultures.

EDUCATION/PROFESSIONAL DEVELOPMENT

- **New England School of Best Practices in Addiction Services, 2023**
 - 161.M PTTC: Advanced Prevention Track: Trauma-Informed Practices for Prevention
 - 261.T PTTC Advanced Prevention: Harm Reduction, Basics, Stigma, Medications for Opioid Use Disorder
 - 361.W PTTC: Advanced Prevention Track: Engaging Youth in Your Coalition Efforts
 - 461.Th PTTC: Advanced Prevention Track: Setting the Tone for Inclusivity in Your Organization
- **CADCA Leadership Conference, 2023**
- **The Intersection of Prevention and Recovery- Peer Recovery Center of Excellence, 2021**
- **Substance Abuse Prevention Skills Training (SAPST) – New England PTTC, 2021**
- **Connect Suicide Postvention Training 2020**
- **SOS Signs of Suicide® Implementor Training –2020**
- **Risk Assessment with Children, Adolescence and Young Adults – University of NH Learn for Life, 2019**
- **ALICE Basic Certification – ALICE Certification Institute, 2019 -2022**
- **Measuring Adverse Childhood Experiences and Trauma Exposure Across the Lifespan - SAMHSA, 2018**
- **SBIRT Works: A Public Health Approach – CHI/JSI Research & Training Institute, 2018**
- **CADCA Leadership Conference, 2017**
- **Prevention Ethics - New Hampshire Training Institute on Addictive Disorders, 2017**
- **Community Anti-Drug Coalitions of America Strategic Planning Training – CADCA, 2017**
- **Community Anti-Drug Coalitions of America Sustainability Planning Training – CADCA, 2017**
- **Youth Development Training Series – UNH Cooperative Extension/Teen Empowerment, 2017**
- **FrameWorks Institute Framing Training – Frameworks Institute, 2017**
- **CADCA Leadership Conference, 2016**
- **Prevention SustainAbilities: Understanding the Basics – SAMHSA, 2016**
- **The Impact of Opioid Use on Student Learning – SERESC, November 2016**
- **Essentials of Asset Building for Trainers & Facilitators – NH Training Institute on Addictive Disorders, 2016**
- **CADCA Leadership Conference, 2015**
- **Youth Mental Health First Aid - National Council for Behavioral Health, 2015**
- **A Solutions Oriented Approach to NH's Behavioral Health Crisis-NH Providers Association, 2015**
- **Earlier Additional Trainings include, NAMI Suicide Prevention, Domestic Violence Advocacy & Special Education Advocacy.**

Recent Awards/Recognitions

NH Children's Behavioral Health Collaborative Mental Health Matters Award- – 2019

DEA Operation Engage Excellence in Leadership Award – 2021

Boards and Committees

NH Suicide Prevention Council

Communication Committee

NH YRBS Committee

Administrative Workgroup

NH Prevention Certification Board,

Board Member - 2016 - 2020

Plaistow Area Commerce Exchange

Board Member - 2020-2023

KEY PERSONNEL

Those primarily responsible for meeting the terms & conditions of the agreement
(Job descriptions are not necessary if position is vacant)

NH Department of Health and Human Services

Contractor Name: Southeastern Regional Educational Service Center

NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Charlotte Scott	Program Director/Coordinator	73.77%	\$35,492.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00