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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

May 28, 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 $1,382,634 for the provision of substance misuse prevention direct services to youth, their parents and caregivers, with the option to renew for up to five (5) additional years, effective July 1, 2024, upon Governor and Council approval through June 30, 2026. 11.57% Federal Funds and 88.43% Other Funds (Governor's Commission Funds).

Contractor Name	Vendor Code	Area Served	Contract Amount
Boys and Girls Club of Greater Salem, Inc. Salem, NH	160066	Salem, Nashua, & Souhegan Valley	$432,976
New England Teen Institute, Inc. Manchester, NH	166624	Statewide	$431,310
North Country Education Services Agency Gorham, NH	154707	Northern Grafton & Coos Counties	$344,130
The Upper Room, A Family Resource Center Derry, NH	174210	Statewide	$174,218
		Total:	**$1,382,634**

Funds are available in the following accounts for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Year 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the Department is implementing the funding actions taken by the Governor's Commission on Alcohol and Other Drugs. On December 15, 2023 the Commission recommended and approved the funding allocation for this Agreement. The Department carries out the administrative functions of the Commission in accordance with RSA 12-J. These prevention providers have been identified based upon the selective programs they offer as well as their specialty to work with youth who have specific factors that put them at increased risk of substance misuse.

The Contractors have the experience and established professional relationships within their respective communities to build upon their long-standing prevention direct services framework and programs that promote positive youth development with the goal of preventing and reducing the misuse of alcohol, marijuana, prescription drugs, opioids, stimulants and other drugs.

The Contractors will provide evidence-informed programming that promotes healthy activities as alternatives to engaging in the misuse of alcohol and drugs and other risky behaviors. Programming includes individual and group counseling; education about the risks and consequences of substance misuse; assistance that helps youth acquire the skills necessary to resist peer pressure to use alcohol or other drugs; engagement in the development and promotion of social activities that do not include the use of substances; and development of healthy coping skills to deal with stressful circumstances in their life at home or school. These programs also engage parents and caregivers through online newsletters, virtual trainings, and individual meetings to assist with developing skills to promote improved communication within the family about substance misuse.

Services provided through these contracts will target youth aged 10 through 19 who are at risk of engaging in the misuse of alcohol and other drugs, including youth experiencing poor academic performance; behavioral problems at school; involvement with the juvenile justice system; and children whose parents or caregivers are engaged in the active misuse of alcohol and or other drugs.

Approximately 4,500 individuals will be provided substance misuse prevention service, across all Contractors annually.

The Department will monitor services through regularly scheduled meetings and review of quarterly reports and other required documents.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreements, the parties have the option to extend the agreements for up to five (5) 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, youth and adolescents at risk of developing a substance use disorder may not have access to programming intended to prevent the use of substances or mitigate the progression of substance misuse. Additionally, education about the risk and consequences associated with adolescent use of alcohol and other drugs and supports regarding communication skills to talk about those risks will not be available to parents and caregivers.

Source of Federal Funds: Assistance Listing Number #93.959 FAIN #TI085821 and TI057053.

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

Respectfully submitted,

Lori A. Weaver
Commissioner

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

Boys & Girls Club of Greater Salem V#160066

	State Fiscal Year	Class/Account	Title	Budget Amount
B&G Club	2025	074-500589	Grants for Public Asst and Relief	$196,488
B&G Club	2026	074-500589	Grants for Public Asst and Relief	$196,488
	Sub-total			$392,976

New England Teen Institute V#166624

	State Fiscal Year	Class/Account	Title	Budget Amount
NE Teen	2025	074-500589	Grants for Public Asst and Relief	$195,655
NE Teen	2026	074-500589	Grants for Public Asst and Relief	$195,655
	Sub-total			$391,310

North Country Education Services V#154707

	State Fiscal Year	Class/Account	Title	Budget Amount
N Ctry Ed	2025	074-500589	Grants for Public Asst and Relief	$152,065
N Ctry Ed	2026	074-500589	Grants for Public Asst and Relief	$152,065
	Sub-total			$304,130

The Upper Room V#174210

	State Fiscal Year	Class/Account	Title	Budget Amount
Upper Rm	2025	074-500589	Grants for Public Asst and Relief	$67,109
Upper Rm	2026	074-500589	Grants for Public Asst and Relief	$67,109
	Sub-total			$134,218
	Sub Total 3382			$1,222,634

05-95-92-920510-3380 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SVS (100% Federal)

Boys & Girls Club of Greater Salem V#160066

	State Fiscal Year	Class/Account	Title	Budget Amount
B&G Club	2025	074-500589	Grants for Public Asst and Relief	$20,000
B&G Club	2026	074-500589	Grants for Public Asst and Relief	$20,000
	Sub-total			$40,000

New England Teen Institute V#166624

	State Fiscal Year	Class/Account	Title	Budget Amount
NE Teen	2025	074-500589	Grants for Public Asst and Relief	$20,000
NE Teen	2026	074-500589	Grants for Public Asst and Relief	$20,000
	Sub-total			$40,000

North Country Education Services V#154707

	State Fiscal Year	Class/Account	Title	Budget Amount
N Ctry Ed	2025	074-500589	Grants for Public Asst and Relief	$20,000
N Ctry Ed	2026	074-500589	Grants for Public Asst and Relief	$20,000
	Sub-total			$40,000

The Upper Room V#174210

	State Fiscal Year	Class/Account	Title	Budget Amount
Upper Rm	2025	074-500589	Grants for Public Asst and Relief	$20,000
Upper Rm	2026	074-500589	Grants for Public Asst and Relief	$20,000
	Sub-total			$40,000
	Sub-total 3380			$160,000
	Grand Total			$1,382,634

Total by Year

Total SFY25			$691,317
Total SFY26			$691,317

Grand Total			$1,382,634

Total by Agency

Boys & Girls Club of Greater Salem V#160066		$432,976
New England Teen Institute V#166624		$431,310
North Country Education Services V#154707		$344,130
The Upper Room V#174210		$174,218
Total by Agency		$1,382,634

Subject: Substance Misuse Prevention Direct Services (SS-2025-DBH-04-SUBST-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

<table>
<tr><td colspan="2">1.1 State Agency Name
New Hampshire Department of Health and Human Services</td><td colspan="2">1.2 State Agency Address
129 Pleasant Street
Concord, NH 03301-3857</td></tr>
<tr><td colspan="2">1.3 Contractor Name
Boys and Girls Club of Greater Salem, Inc.</td><td colspan="2">1.4 Contractor Address
3 Geremonty Drive, Salem, NH 03079</td></tr>
<tr><td>1.5 Contractor Phone Number
603-898-7709</td><td>1.6 Account Unit and Class
TBD</td><td>1.7 Completion Date
6/30/26</td><td>1.8 Price Limitation
$432,976</td></tr>
<tr><td colspan="2">1.9 Contracting Officer for State Agency
Robert W. Moore, Director</td><td colspan="2">1.10 State Agency Telephone Number
(603) 271-9631</td></tr>
<tr><td colspan="2">1.11 Contractor Signature
DocuSigned by:
Marco Abreu
EDA7C2A1614C4D6...
Date: 5/30/2024</td><td colspan="2">1.12 Name and Title of Contractor Signatory
Marco Abreu
Marco Abreu, CEO 5/12/23</td></tr>
<tr><td colspan="2">1.13 State Agency Signature
DocuSigned by:
Katja S. Fox
ED9D05B04C63442...
Date: 5/30/2024</td><td colspan="2">1.14 Name and Title of State Agency Signatory
Katja S. Fox
Director</td></tr>
<tr><td colspan="4">1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)
By: Director, On:</td></tr>
<tr><td colspan="4">1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)
By: DocuSigned by: Robyn Guarino 74873484441400... On: 5/30/2024</td></tr>
<tr><td colspan="4">1.17 Approval by the Governor and Executive Council (if applicable)
G&C Item number: G&C Meeting Date:</td></tr>
</table>

Contractor Initials DS MA

Date 5/30/2024

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.

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Contractor Initials
Date 5/30/2024

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.

DS
Contractor Initials ML
Date 5/30/2024

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2024 ("Effective Date").

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

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to five (5) 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.

1.3. 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.

EXHIBIT B

Scope of Services

1. **Statement of Work**

1.1. The Contractor must provide substance misuse prevention and intervention services and programming to:

1.1.1. Youth in grades 6 through 8.

1.1.2. Parents and caregivers of children and youth aged three (3) through 18.

1.2. The Contractor must ensure services and programming are available at a minimum at the following three (3) Boys and Girls Clubs locations:

1.2.1. Greater Nashua.

1.2.2. Greater Salem.

1.2.3. Souhegan Valley.

1.3. The Contractor must ensure services and programming are evidence-based and/or evidence informed and must submit programming and associated curricula to the Department for review and approval prior to implementation. The Contractor must ensure services include programming and curricula to:

1.3.1. Reduce risk factors that precede and are associated with a higher likelihood of negative outcomes;

1.3.2. Enhance protective factors associated with a lower likelihood of negative outcomes or that reduce the impact of risk factors;

1.3.3. Increase perception of risk and/or harm of the use of substances;

1.3.4. Increase knowledge of the consequences of substance use;

1.3.5. Increase the perception of peer and parental disapproval of the use of substances;

1.3.6. Positively impact health decisions around the use of substances;

1.3.7. Increase parental efficacy; and

1.3.8. Increase parental communication about the use of substances and parental monitoring.

1.4. The Contractor must submit any requests to modify the program model in writing to the Department for review and approval prior to implementing any modifications.

1.5. The Contractor must provide the Positive Action® programming and curricula that supports the prevention, intervention, and treatment of use which includes, but is not limited to, the following substances:

1.5.1. Alcohol.

1.5.2. Tobacco.

1.5.3. Marijuana.

1.5.4. Methamphetamines.

1.5.5. Opiates.

1.5.6. Stimulants.

1.5.7. Steroids.

1.5.8. Hallucinogens.

1.5.9. Inhalants.

1.5.10. Prescription medications.

1.6. The Contractor must ensure Positive Action® programming:

1.6.1. Increases the awareness of positive consequences of not using substances and of negative consequences of substance use;

1.6.2. Is available to all youth enrolled at the Boys and Girls Clubs identified above, with particular focus on youth transitioning to middle and high school; and

1.6.3. Is available during afterschool and summer programs.

1.7. The Contractor must provide Positive Action® program information to parents and caregivers of children and youth aged three (3) through 18 who are enrolled at Boys and Girls Club locations identified above. The Contractor must ensure program information includes, but is not limited to:

1.7.1. Overview of program content, associated materials, and any applicable activities.

1.7.2. Number and length of sessions.

1.8. The Contractor must ensure youth participating in Positive Action® programming receive pre- and post- tests to measure program outcomes prior to and immediately following program participation.

1.9. The Contractor must ensure each location providing Positive Action® programming has the following, minimum number of program kits available on-site for each grade:

1.9.1. One (1) Grade six (6) Positive Action® kit;

1.9.2. Two (2) Grade six (6) Positive Action® Refresher kits;

1.9.3. Three (2) Grade seven (7) Positive Action® kits;

1.9.4. Three (3) Grade eight (8) Positive Action® kits;

1.9.5. Three (3) Secondary Drug Use Prevention Kits; and

1.9.6. Two (2) Drug Use Refresher kits.

1.10. The Contractor must connect with parents and caregivers of youth enrolled in Positive Action® programming, a minimum of monthly, to review the youth's participation in programming.

1.11. The Contractor must create and disseminate monthly program newsletters, targeted to parents and caregivers. The Contractor must ensure newsletters:

1.11.1. Promote available programs and services;

1.11.2. Provide prevention-related tips and information;

1.11.3. Are available in printed and electronic formats; and

1.11.4. Are posted in public and visible areas at each Boys and Girls Club location identified above.

1.12. The Contractor must administer pre- and post-services participant surveys to all individuals receiving and completing services and programming provided through this Agreement. Surveys, instructions, and associated policies and procedures will be developed and provided by the Department.

1.13. The Contractor must utilize a universally applied, evidence-based screening tool to screen and assess for substance use disorder (SUD) risk. The Contractor must:

1.13.1. Refer youth to services as appropriate and as indicated by the completed screening identified above.

1.13.2. Ensure all staff, responsible for administering screenings to youth, receive training in the proper use and administration of the screening tool prior to conducting any screening.

1.14. The Contractor must accept referrals for services from, but not limited to:

1.14.1. Student Assistance Programs.

1.14.2. School faculty.

1.14.3. Mental Health and/or School Counselors.

1.14.4. Parents and caregivers.

1.15. The Contractor must ensure consent is acquired from each participant and their parent or guardian, as applicable, for all services provided through this Agreement.

1.16. The Contractor must collaborate with community partners and community-based agencies to provide substance misuse prevention and education that provide services to youth, parents, and caregivers, including, but not limited to:

1.16.1. Regional Public Health Networks.

1.16.2. Mental Health providers.

1.16.3. Community Mental Health Centers.

1.16.4. Primary Care providers.

1.16.5. Alcohol and other drug prevention, treatment, and recovery services and supports providers.

1.16.6. Juvenile Diversion Network Programs.

1.16.7. Housing services.

1.17. The Contractor must work with the Department and the Department's contracted training and technical assistance vendor(s) to ensure services and programming are implemented and delivered as intended.

1.18. The Contractor must develop and maintain policies and procedures applicable to services and programming provided through this Agreement. The Contractor must ensure policies and procedures comply with the requirements of this Agreement and include, but are not limited to:

1.18.1. Confidentiality.

1.18.2. Consent.

1.18.3. Referrals.

1.18.4. Notification.

1.18.5. Evaluation.

1.19. The Contractor must submit the following to the Department for review and approval prior to implementation and no later than 30 days following the contract effective date:

1.19.1. Screening tool;

1.19.2. Prevention education curricula and associated materials; and

1.19.3. Applicable policies, procedures, and associated forms.

1.20. The Contractor must ensure materials developed as part of this Agreement are submitted to the Department for review and approval prior to dissemination.

1.21. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.22. 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.

1.23. The Contractor may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.24. <u>Staffing</u>

1.24.1. The Contractor must ensure minimum staffing levels are available at each location identified in Section 1.2, as follows:

1.24.1.1. Greater Nashua

1.24.1.1.1. One (1) full-time Certified Prevention Specialist (CPS) to oversee the Positive Action® and Parenting Wisely programs; and

1.24.1.1.2. Nine (9) full time staff, trained to administer the Positive Action® program.

1.24.1.2. Greater Salem

1.24.1.2.1. One (1) full-time CPS to oversee the Positive Action® and Parenting Wisely programs; and

1.24.1.2.2. Four (4) full time staff, trained to administer the Positive Action® program.

1.24.1.3. Souhegan Valley

1.24.1.3.1. One (1) full-time CPS to oversee the Positive Action® and Parenting Wisely programs; and

1.24.1.3.2. Two (2) full time staff, trained to administer the Positive Action® program.

1.24.2. The Contractor must ensure Program Lead staff, meets and maintains designation as a CPS in accordance with certification standards established by the International Certification and Reciprocity Consortium and the NH Prevention Certification Board.

1.24.2.1. Program Lead staff without current CPS, must obtain certification within one (1) year of employment.

1.24.2.2. If the Program Lead staff is unable to obtain certification within one (1) year of employment, the Contractor must submit a timeline and plan to the Department for review and approval, no later than 30 days following the SAPs first year of employment, detailing steps to be taken to ensure CPS status is obtained.

1.24.3. The Contractor must ensure staff providing services through this Agreement, receive training applicable to their position and duties.

1.24.4. The Contractor must maintain up-to-date records and documentation of staff training and associated certifications and/or licensure and must make records available to the Department upon request.

1.25. Data Entry and Reporting Requirements:

1.25.1. The Contractor must provide the Department with aggregate, non-identifiable data. The Contractor must:

1.25.1.1. 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; and

1.25.1.2. 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:

1.25.1.2.1. Demographics;

1.25.1.2.2. Number of Positive Action sessions provided;

1.25.1.2.3. Number of youth served through the Positive Action® program;

1.25.1.2.4. Number of parents and/or caregivers adults engaged with for program-related purposes;

1.25.1.2.5. Number of program-related meetings held; and

1.25.1.2.6. Number of newsletters disseminated.

1.25.2. 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 Agreement deliverables. The Contractor must ensure monthly reports include only aggregate and non-identifiable data identified above.

1.25.3. The Contractor must provide key data in a format and at a frequency specified by the Department.

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

1.26. Background Checks

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

1.26.1.1. 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;

1.26.1.2. 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

1.26.1.3. 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.

1.27. Confidential Data

1.27.1. 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.

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

1.28. Privacy Impact Assessment

1.28.1. 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:

1.28.1.1. How PII is gathered and stored;

1.28.1.2. Who will have access to PII;

1.28.1.3. How PII will be used in the system;

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

1.28.1.5. Privacy practices.

1.28.2. 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.

1.29. <u>Department Owned Devices, Systems and Network Usage</u>

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

1.29.1.1. 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;

1.29.1.2. 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;

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

1.29.1.4. 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;

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

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

1.29.1.7. 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."

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

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

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

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

1.29.1.9.3. 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."

1.29.1.10. 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:

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

1.29.1.10.2. 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.

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

1.29.1.11. 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.

1.30. 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.

1.31. <u>Contract End-of-Life Transition Services</u>

1.31.1. General Requirements

1.31.1.1. 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.

1.31.1.2. 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.

1.31.1.3. 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.

1.31.1.4. 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.

1.31.1.5. 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.

1.31.1.6. 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.

1.31.2. Completion of Transition Services

1.31.2.1. 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.

1.31.2.2. 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.

1.31.3. Disagreement over Transition Services Results

1.31.3.1. 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.

1.32. Website and Social Media

1.32.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

1.32.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.32.3. State of New Hampshire's Website Copyright

1.32.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

2. **Exhibits Incorporated**

2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.

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

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

3. **Additional Terms**

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

3.2.1. The Contractor must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, 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.

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors).

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.

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

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.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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.

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 9.24% Federal Funds, Substance Abuse Prevention & Treatment Block Grant, awarded by the Substance Abuse and Mental Health Services Administration, ALN 93.959, as awarded on:
      1.1.1. 02/15/23, FAIN TI085821; and
      1.1.2. 02/20/24, FAIN TI057053.
   1.2. 90.76% Other funds (Governor's Commission 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.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
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 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.

7. Notwithstanding Paragraph 18 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.

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 upon request.

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.

New Hampshire Department of Health and Human Services

Contractor Name: *Boys and Girls Club of Greater Salem, Inc.*
Budget Request for: *Substance Misuse Prevention Direct Services*
Budget Period: *July 1, 2024 through June 30, 2026*
Indirect Cost Rate (if applicable) 8.18%

Line Item	**Program Cost - Funded by DHHS - SFY 25**	**Program Cost - Funded by DHHS - SFY 26**
1. Salary & Wages	$135,000	$135,000
2. Fringe Benefits	$33,750	$33,750
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$2,600	$2,600
5.(a) Supplies - Educational	$9,873	$9,873
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies - Office	$5,000	$5,000
6. Travel	$2,000	$2,000
7. Software	$0	$0
8. (a) Other - Marketing/Communications	$9,873	$9,873
8. (b) Other - Education and Training	$2,030	$2,030
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$200,126	$200,126
Total Indirect Costs	$16,362	$16,362
Subtotals	$216,488	$216,488
TOTAL		**$432,976**

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MA

Contractor Initials: ________

Date: 5/30/2024

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

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

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

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

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

1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see https://omb.report/icr/201009-0348-022/doc/20388401

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

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

SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Agreement, the prospective primary participant is providing the certification set out below.

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

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

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

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context.

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

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties) https://www.ecfr.gov/current/title-22/chapter-V/part-513.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
3. The Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
4. The Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
5. The Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
6. The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
7. The Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
8. The Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
9. 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
10. 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $30,000 or more. If the initial award is below $30,000 but subsequent grant modifications result in a total award equal to or over $30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
    10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    10.2. Compensation information is not already available through reporting to the SEC.
    Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

FORM A

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

1. The UEI (SAM.gov) number for your entity is: K9PEF5VHKDE4

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

   X NO ________YES

   If the answer to #2 above is NO, stop here
   If the answer to #2 above is YES, please answer the following:

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

   ________NO ________YES

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

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

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

Contractor Name: Boys & Girls Club of Greater Salem

DocuSigned by:
Marco Abreu
EDA7C2A1C1HC4D5

5/30/2024
Date:

Name: Marco Abreu
Title: Marco Abreu, CEO 5/12/23

New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a 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 <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open 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.

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.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

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

BUSINESS ASSOCIATE AGREEMENT

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

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

(1) Definitions.

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

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

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

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

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

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, according to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard;

IV. For data aggregation purposes for the health care operations of the Covered Entity; and

V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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

I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the protected health information;

III. Whether the protected health information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in

accordance with 45 CFR Section 164.528.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) <u>Obligations of Covered Entity</u>

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

https://www.dhhs.nh.gov/oos/hipaa/publications.htm in accordance with 45 CFR Section 164.520.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) <u>Termination of Agreement for Cause</u>

a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) <u>Miscellaneous</u>

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

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

b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

c. **Data Ownership** - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. **Interpretation** - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

e. **Segregation** - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.

f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.I., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

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

Department of Health and Human Services	Boys & Girls Club of Greater Salem
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED0D05B04C53442...	DocuSigned by: Marco Abreu EDA7C2A1814C4D6...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Marco Abreu
Name of Authorized Representative	Name of Authorized Representative
Director	Marco Abreu, CEO 5/12/23
Title of Authorized Representative	Title of Authorized Representative
5/30/2024	5/30/2024
Date	Date

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

Business ID: 64337

Certificate Number: 0006669179

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of April A.D. 2024.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, ______Tim Robers, Chief Volunteer Officer______, 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 __Boys & Girls Club of Greater Salem inc.__.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on __May 28th, 2024__, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

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

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority 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: __5/28/24__

Signature of Elected Officer
Name: Tim Roberts
Title: Chief Volunteer Officer

Rev. 03/24/20

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/06/2024

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
Cross Insurance-Manchester
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Lindsey Goodrich
PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331
E-MAIL ADDRESS: manch.certs@crossagency.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Philadelphia Indemnity Ins Co	18058
INSURER B :	Granite State Health Care and Human Services Self-	
INSURER C :	Hanover Ins Group	
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
New Hampshire Alliance of Boys and Girls Clubs Inc
3 Geremonty Drive
c/o Boys and Girls Club of Greater Salem
Salem NH 03079

COVERAGES CERTIFICATE NUMBER: 23-24 All 24-25 WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY; [ ] CLAIMS-MADE [X] OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC; [X] OTHER: Abuse & molestation			PHPK2567944	07/01/2023	07/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							1,000,000 each claim.	$ 3,000,000 agg
A	AUTOMOBILE LIABILITY; [ ] ANY AUTO; [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS; [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2567945	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)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR; [ ] EXCESS LIAB [ ] CLAIMS-MADE; DED [X] RETENTION $ 10,000			PHUB868846	07/01/2023	07/01/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ]; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20240000550	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Director's & Officer's Liability; Employment Practices Liability			LHV877454113	07/01/2023	07/01/2024	D&O Limit	$2,000,000
							EPLI Limit	$2,000,000
							Deductible	$1,000,000

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

State of NH Department of Health and Human Services are included as additional insured with respects to CGL as required by written contract with named insured.

CERTIFICATE HOLDER

State of New Hampshire Department of Health & Human Services
129 Pleasant St
Concord NH 03301-3852

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BOYS & GIRLS CLUB
OF GREATER SALEM
Celebrating Over 50 Years

The Boys & Girls Club of Greater Salem

Mission

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

BOYS AND GIRLS CLUB OF GREATER SALEM, INC.

Financial Statements

June 30, 2023

(With Comparative Information for June 30, 2022)

and

Independent Auditor's Report

BOYS AND GIRLS CLUB OF
GREATER SALEM, INC.

FINANCIAL STATEMENTS
June 30, 2023
(With Comparative Information for June 30, 2022)

TABLE OF CONTENTS

VACHON CLUKAY
& COMPANY PC

CERTIFIED PUBLIC ACCOUNTANTS
608 Chestnut Street • Manchester, New Hampshire 03104
(603) 622-7070 • Fax: (603) 622-1452 • www.vachonclukay.com

INDEPENDENT AUDITOR'S REPORT

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

Opinion

We have audited the accompanying financial statements of the Boys and Girls Club of Greater Salem, Inc. (a non-profit organization), which comprise the statement of financial position as of June 30, 2023, 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 financial statements referred to above present fairly, in all material respects, the financial position of Boys and Girls Club of Greater Salem, Inc. as of June 30, 2023, 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. 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 Boys and Girls Club of Greater Salem, 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.

Restatement of Net Assets

As discussed in Note 16 of the financial statements, Boys and Girls Club of Greater Salem Inc. has restated its beginning net assets. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the 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 Boys and Girls Club of Greater Salem, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibility 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 generally accepted auditing standards 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 generally accepted auditing standards, 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 Boys and Girls Club of Greater Salem, 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 Boys and Girls Club of Greater Salem, 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.

Report on Comparative Information

The financial information as of June 30, 2022 has been derived from the Boys and Girls Club of Greater Salem Inc.'s June 30, 2022 financial statements, which were audited by a predecessor auditor. An unmodified opinion was issued on those financial statements dated February 8, 2023. We were not engaged to audit, review, or apply any procedures on the June 30, 2022 financial statements of the Boys and Girls Club of Greater Salem Inc. and accordingly, we do not express an opinion or any other form of assurance on the June 30, 2022 financial statements as a whole.

Vashon Clukay & Company PC

Manchester, New Hampshire
January 10, 2024

EXHIBIT A
BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
STATEMENTS OF FINANCIAL POSITION
June 30, 2023
(With Comparative Information for June 30, 2022)

	2023	2022
ASSETS		
CURRENT ASSETS:		
Cash	$ 1,245,765	$ 1,399,814
Cash, restricted for scholarships	13,402	5,027
Investments	468,162	296,768
Accounts receivable	72,281	42,829
Promises to give, current portion	60,750	131,925
Prepaid expenses	12,476	6,232
TOTAL CURRENT ASSETS	1,872,836	1,882,595
NONCURRENT ASSETS:		
Land, building and equipment, net	2,880,401	2,491,905
Operating lease right-of-use assets, net	31,885	
Promises to give, less current portion	60,252	121,002
TOTAL NONCURRENT ASSETS	2,972,538	2,612,907
TOTAL ASSETS	$ 4,845,374	$ 4,495,502
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	$ 115,963	$ 49,330
Accrued expenses	105,347	101,773
Deposits	14,441	8,539
Deferred revenue	394,280	281,500
Current portion of SBA note payable	12,733	11,548
Current portion of mortgage payable	40,041	38,772
Current portion of operating lease liability	6,470	
TOTAL CURRENT LIABILITIES	689,275	491,462
NONCURRENT LIABILITIES:		
SBA note payable, less current portion	482,335	488,452
Mortgage note payable, less current portion	290,988	331,026
Operating lease liability	25,415	
TOTAL NONCURRENT LIABILITIES	798,738	819,478
TOTAL LIABILITIES	1,488,013	1,310,940
NET ASSETS:		
Without donor restrictions:		
Undesignated	3,200,997	2,832,694
Board designated for facility improvements	156,364	341,260
With donor restrictions:		
Equipment purchases		2,608
Program support		8,000
TOTAL NET ASSETS	3,357,361	3,184,562
TOTAL LIABILITIES AND NET ASSETS	$ 4,845,374	$ 4,495,502

See notes to financial statements

EXHIBIT B
BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
STATEMENTS OF ACTIVITIES
For the Year Ended June 30, 2023
(With Comparative Information For the Year Ended June 30, 2022)

	2023	2022
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
REVENUES AND GAINS:		
Program service fees	$ 1,135,309	$ 878,063
Membership dues	54,458	51,030
Fees and grants from governmental agencies	191,655	211,428
Contributions	441,349	470,442
Game of chance (net of direct expenses $5,346 for 2023, and $5,383 for 2022)	94,919	105,392
Special events (net of direct expenses $111,210 for 2023 and $127,937 for 2022)	449,576	1,055,718
Rental income	49,217	45,095
Interest and dividends	96,829	11,278
Unrealized gain (loss) on investments	(78,108)	(37,760)
Employee Retention Credit	301,132	
Other income	1,792	9,395
TOTAL REVENUES AND GAINS WITHOUT DONOR RESTRICTIONS	2,738,128	2,800,081
NET ASSETS RELEASED FROM RESTRICTIONS:		
Satisfaction of program restrictions	10,608	43,792
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	10,608	43,792
TOTAL REVENUES, GAINS, AND OTHER SUPPORT WITHOUT DONOR RESTRICTIONS	2,748,736	2,843,873
EXPENSES:		
Program services -		
Education	1,603,956	1,393,809
Athletic	150,183	103,262
Supporting services -		
Management and general	696,458	532,483
Fundraising	114,732	115,239
TOTAL EXPENSES	2,565,329	2,144,793
INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	183,407	699,080
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		
Program support		8,000
Net assets released from restrictions	(10,608)	(43,792)
DECREASE IN NET ASSETS WITH DONOR RESTRICTIONS	(10,608)	(35,792)
CHANGE IN NET ASSETS	172,799	663,288
NET ASSETS - Beginning of year, as restated	3,184,562	2,521,274
NET ASSETS - End of year	$ 3,357,361	$ 3,184,562

See notes to financial statements

EXHIBIT C
BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2023

	Program Services			Supporting Services		
	Educational Program Activities	Athletic Program Activities	Total Program Services	Management and General	Fundraising	Total
Salaries	$ 775,638	$ 107,229	$ 882,867	$ 362,321	$ 79,517	$ 1,324,705
Depreciation & Amortization			-	138,692		138,692
Program Supplies & Expenses	214,796	18,491	233,287	11,040	18	244,345
Employee Benefits	67,088	10,482	77,569	71,047	21,665	170,282
Maintenance & Repairs	149,913	886	150,798			150,798
Utilities	154,926	881	155,807			155,807
Payroll Taxes	63,572	8,363	71,936	27,453	5,968	105,357
Transportation	15,229	79	15,308			15,308
Professional Fees	47,399	(37)	47,362	21,762	1,541	70,665
Insurance	23,464		23,464	24,365		47,829
Interest Expense	26,503		26,503			26,503
Pension Expense	18,093	2,214	20,307	14,845	3,868	39,020
Dues	31,861	100	31,961	8,131	360	40,452
Office Supplies & Expenses	4,840	-	4,840	255	27	5,121
Training, Conferences, and Meetings	1,630	25	1,655	200		1,855
Miscellaneous	8,954	1,470	10,424	16,085	1,769	28,278
Meals & Entertainment	50		50	263		313
TOTAL FUNCTIONAL EXPENSES	$ 1,603,956	$ 150,183	$ 1,754,139	$ 696,458	$ 114,732	$ 2,565,329

See notes to financial statements

EXHIBIT C
BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
STATEMENT OF FUNCTIONAL EXPENSES
(Comparative Information For the Year Ended June 30, 2022)

	Program Services			Supporting Services		
	Educational Program Activities	Athletic Program Activities	Total Program Services	Management and General	Fundraising	Total
Salaries	$ 613,967	$ 73,192	$ 687,159	$ 359,770	$ 71,929	$ 1,118,858
Depreciation & Amortization	155,078		155,078			155,078
Program Supplies & Expenses	202,514	11,475	213,989	12,653		226,642
Employee Benefits	69,924	11,050	80,974	48,675	26,021	155,670
Maintenance & Repairs	53,999		53,999	14,900	8,373	77,272
Utilities	118,228		118,228			118,228
Payroll Taxes	52,663	7,187	59,850	25,292	5,290	90,432
Transportation	10,553		10,553			10,553
Professional Fees	42,035		42,035	19,797	622	62,454
Insurance	25,290		25,290	22,131		47,421
Interest Expense	20,602		20,602			20,602
Pension Expense	9,900		9,900	9,459	2,145	21,504
Dues	12,432		12,432	5,731	360	18,523
Office Supplies & Expenses	6,404	8	6,412	13,532	411	20,355
Training, Conferences, and Meetings	220	350	570	40	75	685
Miscellaneous			-	258	13	271
Meals & Entertainment			-	245		245
TOTAL FUNCTIONAL EXPENSES	$ 1,393,809	$ 103,262	$ 1,497,071	$ 532,483	$ 115,239	$ 2,144,793

See notes to financial statements

EXHIBIT D
BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
STATEMENTS OF CASH FLOWS
For the Year Ended June 30, 2023
(With Comparative Information For the Year Ended June 30, 2022)

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash received from participants and supporters	$ 2,932,868	$ 2,735,774
Interest and dividends received	96,829	11,278
Other cash receipts	1,792	9,395
Cash paid to employees	(1,321,696)	(1,058,480)
Cash paid to suppliers	(1,097,251)	(950,334)
NET CASH PROVIDED BY OPERATING ACTIVITIES	612,542	747,633
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of investments	(249,502)	(209,059)
Purchases of property and equipment	(465,013)	(56,121)
NET CASH USED IN INVESTING ACTIVITIES	(714,515)	(265,180)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from SBA note payable		350,000
Payments on long-term debt	(43,701)	(316,723)
NET CASH PROVIDED (USED) FOR FINANCING ACTIVITIES	(43,701)	33,277
NET INCREASE (DECREASE) IN CASH	(145,674)	515,730
CASH - Beginning of year	1,404,841	889,111
CASH - End of year	$ 1,259,167	$ 1,404,841
RECONCILIATION OF CHANGES IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES:		
Change in net assets	$ 172,799	$ 663,288
ADJUSTMENTS TO RECONCILE CHANGES IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES:		
Depreciation and amortization	138,692	155,078
Net realized and unrealized (gain) loss on investments	78,108	37,760
Reduction in carrying amount of right-of-use asset - operating lease	3,592	
Changes in operating assets and liabilities:		
Accounts receivable	(29,452)	10,358
Promises to give	131,925	(252,927)
Prepaid expenses	(6,244)	5,969
Accounts payable	4,458	1,415
Accrued expenses	3,574	8,770
Deposits	5,902	8,539
Deferred revenue	112,780	109,383
Operating lease liability	(3,592)	
NET CASH PROVIDED BY OPERATING ACTIVITIES	$ 612,542	$ 747,633
Non-cash Investing and Financing Transactions:		
Right-of-use assets upon ASC 842 implementation:		
Operating lease	$ 35,477	
Supplemental Disclosures of Cash Flow Information:		
Cash paid for amounts included in the measurement of lease liability:		
Operating cash outflows from operating lease	$ 4,830	

See notes to financial statements

BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2023
(With Comparative Information for June 30, 2022)

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The Boys and Girls Club of Greater Salem, Inc. (the "Organization") is a non-profit Organization organized in 1967. The Organization maintains a club for members and families without distinction of race, color, creed, cultural heritage, political beliefs, handicaps, or marital status that will inspire and enable all young people, especially from disadvantaged circumstances, to realize their full potential as productive, responsible, and caring citizens. The Organization provides a safe place to learn, and grow; ongoing relationships with caring adult professionals; life enhancing programs and character development experiences; hope and opportunity

Accounting Policies

The accounting policies of the Organization conform to accounting principles generally accepted in the Unites States of America as applicable to nonprofit entities except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Accounting

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

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification (ASC) 958. The Organization is required to report information regarding its financial position and activities according to the following net asset classifications:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor or certain grantor restrictions. The governing board has designated, from net assets without donor restrictions, net assets for facility improvements.

Net Assets With Donor Restrictions – Net assets subject to donor or certain grantor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as an increase in net assets without restrictions, if the restriction expires in the reporting period in which the support is recognized. All other donor restricted support is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Recognition of Contributed Nonfinancial Assets

The Organization receives donated services from a variety of unpaid volunteers for administrative, fundraising and program services. The value of these volunteer efforts, while critical to the success of the mission, are not reflected in the financial statements because the accounting criteria for recognition of such volunteer efforts have not been satisfied.

Cash and Cash Equivalents

For the purposes of the statements of cash flows, the Organization considers all unrestricted highly liquid investments with a maturity of 90 days or less to be cash equivalents as follows:

	2023	2022
Cash	$ 1,245,765	$ 1,399,814
Cash, restricted for scholarships	13,402	5,027
	$ 1,259,167	$ 1,404,841

The State of New Hampshire requires cash related to Texas Hold 'Em game of chance operations to be held in a separate account. The Organization is in compliance with this requirement. The balance in the Texas Hold 'Em account as of June 30, 2023 and 2022 was $3,500.

Restricted Cash

Total restricted cash consists of amounts set aside for future scholarship awards.

Concentrations of Credit Risk Arising from Cash Deposits in Excess of Insured Limits

The Organization maintains cash balances at several financial institutions located in New Hampshire. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to $250,000. At June 30, 2023 and 2022, the Organization had uninsured cash balances totaling $1,019,253 and $1,093,865, respectively.

Investments

Investments, which consist of money market accounts, equity and fixed-income mutual funds are carried at fair value at June 30, 2023 and 2022 in the statements of financial position. Unrealized gains and losses on investments are reflected in the statements of activities. Investment revenues are reported net of related expenses.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect on outstanding balances. Amounts are considered by management to be fully collectible and no allowance for uncollectible accounts has been recorded.

Promises to Give

Unconditional promises to give are recorded as made. These amounts are recorded at present value of the estimated fair value. Conditional pledges are recognized only when the conditions on which they depend are substantially met and the pledges become unconditional.

Contributions Receivable

As required by generally accepted accounting principles, contributions received are recorded as assets with donor restrictions or assets without donor restrictions depending upon the existence and/or nature of any donor restrictions.

Property and Equipment

Property and equipment are recorded at cost for purchased items and at fair value for donated items at the date of donation. The Organization's policy is to capitalize expenditures having a unit cost greater than $2,500. The Organization charges depreciation to expense which allocates the cost of property and equipment over the estimated useful life of the asset. The provision for depreciation is determined by the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

	Years
Building and improvements	6-39
Vehicles	5
Office Equipment	7

Accrued Vacation

Full-time personnel are eligible for paid vacation leave, which is accrued on a per pay period basis, beginning on the staff member's first pay. Employees may accumulate unused vacation days between ten (10) and twenty-five (25) days based on the number of years of employment. Such accumulations are payable to the employee upon separation from employment.

Revenue and Revenue Recognition

The Organization recognizes contributions, donations, and miscellaneous income when cash is received. Conditional promises to give; that is, those which contain a measurable performance or other barrier and a right of return, are not recognized until the conditions on which they depend have been met.

A portion of the Organizations revenue is derived from cost reimbursable state contacts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue without donor restrictions when the Organization has met those performance requirements or incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to meeting performance requirements or incurring qualifying expenditures are reported as either advances from grantors or revenue with donor restrictions, dependent upon contribution terms and conditions. Amounts not yet received, but already awarded are recorded as contributions receivable.

The Organization recognizes revenue from contracts with customers in the form of Summer camp, Preschool, Membership assessments, After school enrichment program (ASEP), Athletics, and rental income.

Summer Camp and Preschool Revenue

Revenues recognized from registration of summer camp and preschool is recognized at the point in time when received. A membership to the club is required to participate in all activities, which is a flat rate fee. Summer camp and preschool fees are assessed at a flat rate and charged on a per week basis. Summer camp and preschool fees which are received in advance of the start of the camp or preschool are deferred to the applicable period.

Membership Assessments

Membership assessment revenue is recognized at the point in time when received, and such membership assessments are required to participate in other programs of the Organization. Membership fees are assessed at a flat rate. No contract related assets or liabilities are reported in relation to these transactions.

Afterschool Enrichment Program (ASEP)

Revenues recognized from registration of after school enrichment programs are recognized at the point in time when received.

Athletics

Revenues recognized from registration of athletic programs are recognized at the point in time when received. Athletic programs are fee based and require preregistration. No contract related assets or liabilities are reported in relation to these transactions.

Rental Income

Rental income is comprised of short-term rentals of facilities for special events or parking spots. The rental income is recognized as revenue at the point in time when the event is booked. No contract related assets or liabilities are reported in relation to these transactions.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures during the reporting period. Actual results could differ from those estimates.

Functional Allocation of Expenses

The costs of program and supporting services activities 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.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited.

Advertising

Advertising costs are expensed as incurred. Advertising expenses for the years ended June 30, 2023 and 2022 were $879 and $271, respectively.

Leases

The Organization leases equipment (operating lease). The determination of whether an arrangement is a lease is made at the lease's inception. Under ASC 842, a contract is (or contains) a lease if it conveys the right to control the use of an identified asset for a period of time in exchange for consideration. Control is defined under the standard as having both the right to obtain substantially all of the economic benefits from use of the asset and the right to direct the use of the asset. Management only reassesses its determination if the terms and conditions of the contract are changed.

Operating leases are included in operating lease right-of-use (ROU) assets, other current liabilities, and an operating lease liability on the statements of net position.

ROU assets represent our right to use an underlying asset for the lease term, and lease liabilities represent our obligation to make lease payments. Operating lease ROU assets and liabilities are recognized at the lease commencement date based on the present value of the future minimum lease payments over the lease term. The operating lease did not provide an implicit interest rate, therefore the Organization uses its incremental borrowing rate based on the information available at the lease commencement date in determining the present value of lease payments. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term.

Income Taxes

The Organization is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from State of New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes.

In addition, the Organization has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code.

The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* requires the Organization to report uncertain tax positions for financial reporting purposes. The Organization had no uncertain tax positions as of June 30, 2023 and, accordingly, does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

Fair Value of Financial Instruments

Cash and cash equivalents, accounts receivable, accounts payable, accrued expenses and other current liabilities are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts which could be realized upon immediate liquidation.

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on net assets, as previously reported.

NOTE 2—ADOPTION OF ACCOUNTING STANDARDS

In February 2016, the Financial Accounting Standards Board (FASB) issued guidance (Accounting Standards Codification [ASC] 842, *Leases*) to increase transparency and comparability among organizations by requiring the recognition of right-of-use (ROU) assets and lease liabilities on the balance sheet. Most prominent among the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases.

The Organization adopted the standard effective July 1, 2022, and recognized and measured leases existing at, or entered into after July 1, 2022 (the beginning of the period adoption) through a cumulative effect adjustment, with certain practical expedients available. Lease disclosures for the year ended June 30, 2022, are made under prior lease guidance in FASB ASC 840.

As a result of the adoption of the new lease standard, the Organization recognized an operating right-of-use asset and lease liability of $35,477. The lease liability represents the present value of the remaining operating payments discounted using the Organization's incremental borrowing rate of 6.25%. There was no cumulative effect adjustment to the operating balance of net assets required.

BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2023
(With Comparative Information for June 30, 2022)

NOTE 3—LIQUIDITY AND AVAILABILITY

The following table reflects the Organization's financial assets as of June 30, 2023 and 2022, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor restrictions or board designations. Amounts not available include board designated funds for facility improvements.

Financial assets available for general expenditures, reduced by donor or other restrictions limiting their use, within one year of the statement of financial position date, compromise the following:

	2023	2022
Cash	$ 1,245,765	$ 1,399,814
Investments	468,162	296,768
Accounts receivable	72,281	42,829
Promised to give, current portion	60,750	131,925
Total Financial Assets	1,846,958	1,871,336
Less:		
Net assets with donor restrictions		(10,608)
Board designated reserve	(96,112)	(220,258)
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	$ 1,750,846	$ 1,640,470

The Organization's Finance committee regularly monitors the availability of resources required to meet the general expenditures and contractual commitments over a 12-month period. The Finance committee meets on a monthly basis to analyze past performance and evaluate future financial needs of the Organization.

NOTE 4—PROMISES TO GIVE

Unconditional promises to give consist of amounts committed by donors but not yet received by the Organization. The Organization deems all promises to give to be fully collectable. Promises to give consist of the following:

	2023	2022
Receivable in less than one year	$ 60,750	$ 131,925
Receivable in one to five years	60,252	121,002
	$ 121,002	$ 252,927

NOTE 5—INVESTMENTS

Fair Value Measurements

The Organization reports under the Fair Value Measurements pronouncements of the FASB Accounting Standards Codification (FASB ASC 820-10), which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets

BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2023
(With Comparative Information for June 30, 2022)

for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below.

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Level 2 – Inputs to the valuation include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in active markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to our assessment of the quality, risk, or liquidity profile of the asset or liability.

Following is a description of the valuation methodologies used for assets measured at fair value on a recurring basis.

Cash or cash equivalent money-market funds: Valued at acquisition cost.

Money market funds and mutual funds: Valued at the closing price reported on the active market on which the individual securities are traded.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables set forth by level, within the fair value hierarchy, the Organization's assets at fair value:

BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2023
(With Comparative Information for June 30, 2022)

Assets at Fair Value as of June 30, 2023

	Level 1	Level 2	Level 3	Total
Money market mutual funds	$ 20,043			$ 20,043
Equity mutual funds	7,708			7,708
Fixed-income mutual funds	440,411			440,411
Total Assets at Fair Value	$ 468,162	$ -	$ -	$ 468,162

Assets at Fair Value as of June 30, 2022

	Level 1	Level 2	Level 3	Total
Money market mutual funds	$ 20,010			$ 20,010
Equity mutual funds	7,016			7,016
Fixed-income mutual funds	269,742			269,742
Total Assets at Fair Value	$ 296,768	$ -	$ -	$ 296,768

NOTE 6—LAND, BUILDING AND EQUIPMENT

Land, building and equipment consist of the following at fiscal year end:

	2023	2022
Land	$ 8,310	$ 8,310
Building and improvements	4,614,662	4,185,369
Equipment and Furnishings	657,082	559,188
Vehicles	234,897	234,897
	5,514,951	4,987,764
Less: Accumulated Depreciation	(2,634,550)	(2,495,859)
	$ 2,880,401	$ 2,491,905

Depreciation expense was $138,692 and $155,078 for the years ended June 30, 2023 and 2022, respectively.

NOTE 7—ACCRUED EXPENSES

Accrued expenses consist of the following at June 30, 2023 and 2022:

	2023	2022
Accrued salaries	$ 68,118	$ 58,775
Accrued vacation	37,229	42,998
	$ 105,347	$ 101,773

NOTE 8—DEPOSITS

Deposits payable consist of amounts held for general and Youth of the Year scholarship awards. The Organization holds these amounts on behalf of the scholarship recipients until they are eligible to receive the funds. For the years ended June 30, 2023 and 2022 deposits were $14,441 and $8,539, respectively.

BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2023
(With Comparative Information for June 30, 2022)

NOTE 9—NOTES PAYABLE

At June 30, 2023 and 2022, the long-term notes payable consist of the following:

	2023	2022
Mortgage note payable, secured by property, payable in monthly installments $4,198 including principal and interest at 3.25% through November 2030.	$ 331,029	$ 369,798
SBA Relief Loan, $500,000 note payable, secured by property, payable in monthly installments of $2,180 including principal and interest at 2.75%, through May 2050.	495,068	500,000
	$ 826,097	$ 869,798

Following are the maturities of the notes payable as of June 30, 2023:

Year Ended June 30,	Amount
2024	$ 52,774
2025	54,487
2026	56,228
2027	58,025
2028	59,868
Thereafter	544,715
	$ 826,097

NOTE 10—LEASES – AFTER ADOPTION OF ASU 2016-02, *Leases (Topic 842)*

During the year ended June 30, 2023 the Organization entered into a new operating lease for office equipment. The terms of the agreement consist of monthly payments of $690 commencing December 2022, going through November 2027.

The maturities of the lease liability as of June 30, 2023 are as follows:

Year Ended June 30,	Operating
2024	$ 8,280
2025	8,280
2026	8,280
2027	8,280
2028	3,450
Total Lease payments	36,570
Less: Interest	(4,685)
Present Value of Lease Liability	$ 31,885

BOYS AND GIRLS CLUB OF GREATER SALEM, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2023
(With Comparative Information for June 30, 2022)

Lease expense in the amount of $4,830, for the year ended June 30, 2023, has been reported in the statements of activities as education program expenses.

NOTE 11—NET ASSETS WITH DONOR RESTRICTIONS

Net Assets with donor restrictions consist of the following purpose restricted funding as June 30, 2023 and 2022:

	2023	2022
Equipment purchases - Basketball hoops		$ 2,608
Program support - little ambassador program		8,000
	$ -	$ 10,608

NOTE 12—BOARD DESIGNATED NET ASSETS

Board designated net assets consist of the following at June 30, 2023 and 2022:

	2023	2022
Facility improvements	$ 156,364	$ 341,260

NOTE 13—RETIREMENT PLAN

The Organization has a defined contribution retirement plan under Section 401(k) of the Internal Revenue Code. The Organization contributes a 3% non-elective bi-weekly salary (safe harbor contribution) and makes a 2% elective contribution at the end of the plan year. The Organization contributed $39,020 and $21,504 to the plan for the years ended June 30, 2023 and 2022, respectively.

The Organization also has a deferred compensation retirement plan under Section 403 (b) of the Internal Revenue Code. Under the terms of this plan, employee contributions are made through a salary reduction plan. At this time, there are no 403(b) contributions made by the Organization.

NOTE 14—REVENUE FROM CONTRACTS WITH CUSTOMERS

The following table provides information about the balances of receivables, contract assets, and contract liabilities associated with contracts with customers for the years ended June 30, 2023 and 2022:

	Receivables	Contract Assets	Contract Liabilities
June 30, 2023	$ -	$ -	$ 394,280
June 30, 2022	$ -	$ -	$ 281,500
June 30, 2021	$ -	$ -	$ 172,117

NOTE 15—CONTINGENCIES

The Organization receives funds under contracts from private and State sources, which require that the Organization use the funds within certain periods and for purposes specified by governing laws and regulations. If expenses should be found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds.

No provisions have been made for these contingencies because specific amounts, if any, have not been determined or assessed by grantors or their representatives as of June 30, 2023 and 2022. The Organization expects such amounts, if any at all, would be immaterial.

NOTE 16—RESTATEMENT OF NET ASSETS

During the year ended June 30, 2023, it was noted that liabilities, as previously reported, were understated due to unrecorded accrued vacation time. The impact of this restatement on net assets as of July 1, 2022 is as follows:

Net assets - July 1, 2022, as previously reported	$ 3,227,560
Amount of restatement due to:	
Understatement of accrued vacation	(42,998)
Net assets - July 1, 2022, as restated	$ 3,184,562

NOTE 17—SUBSEQUENT EVENTS

Subsequent events have been evaluated through January 10, 2024 which is the date the financial statements were available to be issued.

BOYS & GIRLS CLUB
OF GREATER SALEM
Celebrating Over 50 Years

	First	Last	Board Position	Business
1	Leeann	Brooks	Secretary	Brooks Law
2	Chris	Baker	Board Member	Twin Coasts Enterprises Inc.
3	Erin	Daley	Board Member	Haverhill Bank
4	Tony	Deluca	1st Vice Chair	Bank of New England
5	David	Demers	Board Member	D & M Real Estate
6	Joel	Dolan	Board Member	Salem Police Department
7	Kathryn	Ferguson	Board Member	Enterprise Bank
8	Chris	Ford	Board Member	Ford Flowers
9	Tony	Hajjar	Board Member	Drive Custom Fitness
10	Steve	Kurek	Board Member	Friedr. Dick Corp
11	Eric	Leuteritz	2nd Vice Chair	Pentucket Bank
12	Chris	Nicoli	Board Member	Canobie Lake Park
13	Damon	Norcross	Board Member	Keller Williams Realty
14	Melanie	Norcross	Board Member	Keller Williams Realty
15	Kerianne	Pereira	Board Member	Pentucket Bank
16	Tim	Roberts	C.V.O.	BNI NH
17	Frank	Storniolo	Treasurer	Litman Gerson Assoc, LLP
18	Lisa	Walker	Board Member	Edward Jones

Erica A. Russell

[redacted]

WORK EXPERIENCE

Boys & Girls Club of Greater Nashua, Nashua, NH **2021 – Present**
Director of Youth Programming | Director of Teen Services | Teen Education Director

- Determine, evaluate, and measure objectives and operations on a continual basis to ensure programs meet member needs, support youth development outcomes, and reach organizational goals / mission
- Ensure productive and effective performance by program staff, providing support & feedback
- Oversee record keeping and reporting, including memberships, incident reports, daily attendance
- Ensure, enforce, and model appropriate conduct, safety, and development of members
- Support post-secondary success of members through the development and facilitation of career exploration, financial literacy, academic support, and college focused programs

Boys & Girls Club of West Springfield, West Springfield, MA **2019 - 2021**
Education Coordinator | Site Coordinator

- Planned, facilitated, and supervised an outreach site for 35+ members and two+ staff
- Designed, implemented, and budgeted Club-ran STEAM enrichment programs within the school district
- Developed themed programming for vacation weeks, summer camp, and Summer Brain Gain
- Developed and maintained digital activity resource of 2000+ categorized activities for staff use
- Other tasks as assigned: ordering and maintaining paperwork for site-wide snack program, opening and closing the building as needed, substituting for site coordinators, serving as a supervisor as needed

Town of Groton Summer Camp, Groton, CT **2013 - 2017**
Program Leader | Assistant Director | Summer Camp Site Director

- Planned, organized, and oversaw camp wide activities for 100 campers ages 4-12
- Implemented and developed behavior plans
- Developed and presented annual trainings for 50+ camp staff
- Managed site budget and maintained and assessed supply inventory
- Supervised, trained, scheduled, and evaluated 15 staff members

EDUCATION

Springfield College, Springfield, MA | December 2018
Bachelor of Science, Recreation Management | Concentration, Therapeutic Recreation | Minor, Psychology

PROFESSIONAL DEVELOPMENT AND CERTIFICATIONS

- CPR & First Aid Certified | November 2025
- Know & Tell Mandated Reporting | June 2022
- Management of Aggressive Behaviors | June 2022

Michael Curtin

[redacted]

Profile

Motivated, personable business professional with a marketing degree and a successful track record of successful relationship based marketing and sales experience…who is now doing what he loves! Working with kids who need a leg up in life. Trying to give them the adult role model that will help make them successful.

Flexible and versatile – able to maintain a sense of humor under pressure. Poised and competent with demonstrated ability to easily transcend cultural differences. Thrive in deadline-driven environments. Excellent team-building and leadership skills.

Relevant Work Experience

THE BOYS AND GIRLS CLUB OF GREATER NASHUA – NASHUA, NH

Director of Social Recreation – September 2021-Present

- Plans and coordinate structured social interaction, through field trips, recreational and essential activities to enhance social skills and allow members to build lifelong friendships through real life situations.
- Develops and fosters a positive climate and assures youth receive constructive guidance to assist them in fulfilling and making appropriate choices in educational, personal, physical, social, emotional, and vocational needs. Implements a program that recognizes members for achievement. Enforces appropriate discipline when necessary.
- Serves as hockey program director – coaching the fall team and partnering with the Police Athletic League to run the spring middle school league

Director of Camp Mariposa – July 2021-Present

- Plans, oversees and runs 12 camps per year of Camp Mariposa, a year round, weekend camp for kids who have family members who struggle with substance abuse.
- Works with the Lead Clinician to ensure that all clinical portions of the program meet the standards of Eluna and the national Camp Mariposa model.
- Oversee an average of 12 staff and volunteers during each weekend.
- Form partnerships with other community based organizations for referrals of campers and mentors

Assistant Director of Camp Mariposa – January 2017-July 2021

- Create a fun schedule that falls within the requirements of the grants that fund the program
- Assist the director in the day to day operation of camp.

Volunteer Hockey Program Director – 2011-2021

- Continuously building the hockey program, currently a four season sport that involves 100+ members.
- Work closely with the Chief Operating Officer and the Athletic Director on planning, funding and the overall mission of the hockey program.

DON BROWN BUS SALES. - NASHUA, NH

New England Regional Sales Manager – November 2016-November 2021

Contract Sales Manager – November 2021-Present

- Marketed and sold commercial, school and activity buses throughout New England

MHQ, INC. – MARLBOROUGH, MA/NASHUA, NH

Account Manager for NH, VT and ME – May 2015-August 2016

Equipment Sales Manager – June 2011- May 2015

- Relationship based outside and inside sales of municipal vehicles and aftermarket equipment, from compact cars and police interceptors, to plow trucks and utility vehicles within commercial, municipal, law enforcement, and first responder market areas

Michael Curtin

MODU-BUILT INDUSTRIES, INC. - TAMPA, FL
Sales & Marketing Manager – July 2005-August 2010

- Marketed and sold modular guard booths, portable guard towers, and mobile command trailers throughout the U.S. and Caribbean

Volunteer Experience

BIG BROTHERS/BIG SISTERS OF PINELLAS COUNTY – LARGO, FL 2009-2010

Additional Work Experience

SUGARLOAF CREATIONS – CLEARWATER, FL
Southeast Sales Representative – January 2005-June 2005

BP PRODUCTS NORTH AMERICA – TAMPA, FL
Transport Scheduler – July 2004-December 2004

OLD HYDE PARK VILLAGE – TAMPA, FL
Marketing Intern – January 2004-May 2004 - 16 hours per week

THE UNIVERSITY OF TAMPA – TAMPA, FL
Student Coordinator of Intramurals – September 2001-May 2004

NORTHEAST SCUBA – CHELMSFORD, MA
Assistant Manager – April 1999-May 2000 (part time), May 2000-August 2002 (full time, summers)

Education

THE UNIVERSITY OF TAMPA – Tampa, FL
Bachelor of Science, Marketing, 2004

Maintained a 3.1 GPA while working 35-40 hours per week and carrying a full load of coursework

References

References available upon request

DocuSign Envelope ID: 875A8ED9-9416-486B-8CFC-1C37A8D2040B

MONICA GALLANT [redacted]

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

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

PROFESSIONAL EXPERIENCE:

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

VOLUNTEER WORK:

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

Aaron St Cyr

Prevention Specialist

[redacted]

Authorized to work in the US for any employer

Work Experience

Prevention Specialist
Boys & Girls Club of Greater Salem NH - Salem, NH
January 2021 to Present

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

Teen Center Director
Boys & Girls Club of Greater Salem - Salem, NH
November 2020 to January 2021

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

Site Coordinator
Boys and Girls Club of Greater Salem - Salem, NH
August 2017 to September 2020

• Supervise staff and children throughout the after school program

• Create a safe and enjoyable environment for both children and staff

• Implement Boys & Girls Club program curriculum

• Assist with homework help and engage children in educational programming

• Communicate with other staff members and collaborate on curriculum development
• Monitor parent pick up procedures
• Develop relationships with parents and school staff to ensure communication and a positive outcome of the program
• Use on the spot creativity to keep members engaged with or without equipment provided

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

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

Education

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

Skills

• Mentoring

Certifications and Licenses

First Aid Certification

Groups

Keystone Club
September 2012 to June 2016

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

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: **Boys & Girls Club of Greater Salem**

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Aaron St. Cyr	Prevention Specialist	$55,000.00	$55,000.00
Monica Gallant	Prevention Specialist	$28,000.00	$56,000.00
Mike Curtin	Director, Camp Mariposa Addiction Prevention Program	$36,000.00	$50,000.00
Erica Russell	Director of Teen Services	$16,000.00	$57,500.00

Subject: Substance Misuse Prevention Direct Services (SS-2025-DBH-04-SUBST-02)

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

AGREEMENT

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

GENERAL PROVISIONS

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 New England Teen Institute, Inc.		1.4 Contractor Address 1 Sundial Ave., Ste 219 Manchester, NH 03103	
1.5 Contractor Phone Number 978-206-1188	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2026	1.8 Price Limitation $431,310
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: Marissa E Carlson FFAB1C9584DE42A...	Date: 5/28/2024	1.12 Name and Title of Contractor Signatory Marissa E Carlson Executive Director	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D05B04C63442...	Date: 5/29/2024	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: DocuSigned by: Robyn Guarino 748734844941460...		On: 5/29/2024	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS MEC
Date 5/28/2024

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.

DS
MEL
Contractor Initials
Date 5/28/2024

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.

DS
MEC
Contractor Initials
Date 5/28/2024

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.

DS
MEC
Contractor Initials
Date 5/28/2024

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions
   1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
      3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2024 ("Effective Date").
   1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:
      3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to five (5) 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.
   1.3. 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.

EXHIBIT B

Scope of Services

1. **Statement of Work**

   1.1. The Contractor must provide substance misuse prevention direct services and programming, statewide, to:

   1.1.1. Youth aged 10 through 19, who fall within the following Institute of Medicine (IOM) Classifications for Prevention:

   1.1.1.1. <u>Selective</u>: youth who are at risk for substance use and misuse, identified on the basis of biological, psychological, social, or environmental risk factors known to be associated with substance misuse. Subgroups within the Selective Category may be defined by:

   1.1.1.1.1. Age;

   1.1.1.1.2. Gender;

   1.1.1.1.3. Sexual orientation;

   1.1.1.1.4. Family history;

   1.1.1.1.5. Place of residence; and

   1.1.1.1.6. Victimization by physical and/or sexual abuse; and

   1.1.1.2. <u>Indicated</u>: youth who do not meet Diagnostic and Statistical Manual of Mental Disorders (DSM-IV) criteria for addiction, but who are showing early danger signs, including, but not limited to youth:

   1.1.1.2.1. Engaging in risky or destructive behaviors.

   1.1.1.2.2. Experiencing academic failure or falling grades.

   1.1.1.2.3. Consuming alcohol and other drugs.

   1.1.1.2.4. At risk of dropping out of school.

   1.1.1.2.5. With behavioral health issues.

   1.1.1.2.6. Involved in with juvenile or criminal justice.

   1.1.1.2.7. Involved with the NH Division for Children, Youth, and Families (DCYF); and

   1.1.2. Parents and caregivers of youth identified above.

   1.2. The Contractor must provide the following programming and services to the populations identified above:

   1.2.1. Summer Leadership Program – a week-long program for hig students to increase their knowledge of substance misuse and substance use disorder (SUD), bullying, conflict resolution, peer mentoring, and health and wellness;

1.2.2. Leadership in Prevention Program – a weekend program for middle school students to develop and expand leadership skills, build positive relationships with peers and mentors, and learn how to effectively work as a team; and

1.2.3. Staying Connected with Your Teen – a 10-hour, science-based interactive workshop for parents and caregivers of youth aged 12-17, to enhance communication and family management practices and decrease conflict.

1.3. The Contractor must ensure services and programming, identified above, are evidence-based and/or evidence-informed and must submit programming and associated curricula to the Department for review and approval prior to implementation. The Contractor must ensure services include programming and curricula to:

1.3.1. Reduce risk factors that precede and are associated with a higher likelihood of negative outcomes;

1.3.2. Enhance protective factors associated with a lower likelihood of negative outcomes or that reduce the impact of risk factors;

1.3.3. Increase perception of risk and/or harm from the use of substances;

1.3.4. Increase knowledge of the consequences of substance use;

1.3.5. Increase the perception of peer and parental disapproval of the use of substances;

1.3.6. Positively impact health decisions around the use of substances;

1.3.7. Increase parental efficacy;

1.3.8. Increase parental communication about the use of substances and parental monitoring.

1.4. The Contractor must submit requests to modify the program model, in writing to the Department for review and approval prior to implementing any modifications.

1.5. The Contractor must administer pre- and post-services participant surveys to all individuals receiving and completing services and programming provided through this Agreement. Surveys, instructions, and associated policies and procedures will be developed and provided by the Department.

1.6. The Contractor must utilize a universally applied, evidence-based screening tool to assess for SUD risk and submit the screening tool to the Department for review and approval prior to implementation.

1.6.1. Refer youth to services as appropriate and as indicated by the completed screening identified above.

1.6.2. Ensure all staff, responsible for administering screenings to youth, receive training in the proper use and administration of the screening tool prior to conducting any screening.

1.7. The Contractor must accept referrals for services from, but not limited to:.

1.7.1. Student Assistance Programs.

1.7.2. School faculty.

1.7.3. Mental Health and/or School Counselors.

1.7.4. Parents and caregivers.

1.8. The Contractor must ensure consent is acquired from each participant and their parent or guardian, as applicable, for all services provided through this Agreement.

1.9. The Contractor must collaborate with community partners and community-based agencies to provide substance misuse prevention and education that provide services to youth, parents, and caregivers, including, but not limited to:

1.9.1. Regional Public Health Networks.

1.9.2. Mental Health providers.

1.9.3. Community Mental Health Centers.

1.9.4. Primary Care providers.

1.9.5. Alcohol and other drug prevention, treatment, and recovery services and supports providers.

1.9.6. Juvenile Diversion Network Programs.

1.9.7. Housing services.

1.10. The Contractor must work with the Department and the Department's contracted training and technical assistance vendor(s) to ensure services and programming are implemented and delivered as intended.

1.11. The Contractor must ensure staff providing services through this Agreement, receive training applicable to their position and duties.

1.12. The Contractor must maintain up-to-date records and documentation of staff training and associated certifications and/or licensure and must make records available to the Department upon request.

1.13. The Contractor must develop and maintain policies and procedures applicable to services and programming provided through this Agreement. The Contractor must ensure policies and procedures include, but are not limited to:

1.13.1. Confidentiality.

1.13.2. Consent.

1.13.3. Referrals.

1.13.4. Notification.

1.13.5. Evaluation.

1.14. The Contractor must develop and implement a plan to increase awareness of and recruit youth for its programs and services. The Contractor must submit the plan to the Department for review and approval prior to implementation and ensure the plan includes, but is not limited to:

1.14.1. Types of activities.

1.14.2. Target population and/or agency type.

1.14.3. Goals and outcomes for each activity.

1.14.4. Planned number, frequency, and type of activity per quarter.

1.15. The Contractor must submit the following to the Department for review and approval, prior to implementation and no later than 30 days following the contract effective date:

1.15.1. Screening tool;

1.15.2. Prevention education curricula and associated materials;

1.15.3. Awareness and Recruitment plan; and

1.15.4. Applicable policies, procedures, and associated forms.

1.16. The Contractor must ensure materials developed as part of this Agreement are submitted to the Department for review and approval prior to dissemination.

1.17. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.18. 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.

1.19. The Contractor may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.20. <u>Data Entry and Reporting Requirements</u>

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

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

1.20.1.2. 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:

1.20.1.2.1. Demographics;

1.20.1.2.2. Number of youth served through the Summer Leadership Program;

1.20.1.2.3. Number of youth served through the Leadership in Prevention Program;

1.20.1.2.4. Number of youth who participated in Advanced Regional Trainings;

1.20.1.2.5. Number of educational programs provided to parents and caregivers;

1.20.1.2.6. Number of parents and caregivers who participated in educational programming; and

1.20.1.2.7. Number of outreach activities provided, broken out by type, which includes;

1.20.1.2.7.1. Group presentations;

1.20.1.2.7.2. One-on-one meetings;

1.20.1.2.7.3. Emails;

1.20.1.2.7.4. Telephone contacts; and

1.20.1.2.7.5. Materials distributed.

1.20.2. 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 Agreement deliverables. The Contractor must ensure monthly reports include only aggregate and non-identifiable data identified above.

1.20.3. The Contractor must provide key data in a format and at a frequency specified by the Department.

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

1.21. Background Checks

1.21.1. Prior to permitting any individual to provide services un

Agreement, the Contractor must ensure that said individual has undergone:

1.21.1.1. 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;

1.21.1.2. 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

1.21.1.3. 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.

1.22. <u>Confidential Data</u>

1.22.1. 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.

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

1.23. <u>Privacy Impact Assessment</u>

1.23.1. 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:

1.23.1.1. How PII is gathered and stored;

1.23.1.2. Who will have access to PII;

1.23.1.3. How PII will be used in the system;

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

1.23.1.5. Privacy practices.

1.23.2. 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.

1.24. <u>Department Owned Devices, Systems and Network Usage</u>

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

1.24.1.1. 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;

1.24.1.2. 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;

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

1.24.1.4. 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;

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

EXHIBIT B

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

1.24.1.7. 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."

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

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

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

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

1.24.1.9.3. 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."

1.24.1.10. 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:

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

1.24.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Comp

Agreement upon execution of the Agreement and annually thereafter.

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

1.24.1.11. 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.

1.25. 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,

1.26. Contract End-of-Life Transition Services

1.26.1. General Requirements

1.26.1.1. 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.

1.26.1.2. 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, netwo 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.

1.26.1.3. 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.

1.26.1.4. 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.

1.26.1.5. 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.

1.26.1.6. 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.

1.26.2. Completion of Transition Services

1.26.2.1. 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.

1.26.2.2. 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.

1.26.3. Disagreement over Transition Services Results

1.26.3.1. 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.

1.27. Website and Social Media

1.27.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

1.27.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.27.3. State of New Hampshire's Website Copyright

1.27.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.

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

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

3.2.1. The Contractor must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, 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.

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors).

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.

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any gover

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license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency and must be in conformance with local building and zoning codes, by-laws and regulations.

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.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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.

Payment Terms

1. This Agreement is funded by:
   1.1. 9.27% Federal Funds, Substance Abuse Prevention & Treatment Block Grant, awarded by the Substance Abuse and Mental Health Services Administration, ALN 93.959, as awarded on:
      1.1.1. 02/15/23, FAIN TI085821; and
      1.1.2. 02/20/24, FAIN TI057053.
   1.2. 90.73% Other funds (Governor's Commission 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.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
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 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.

7. Notwithstanding Paragraph 18 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.

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 upon request.

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.

Exhibit C-1, Budget

New Hampshire Department of Health and Human Services

Contractor Name: *New England Teen Institute, Inc.*

Budget Request for: *Substance Misuse Prevention Direct Services*

Budget Period: *July 1, 2024 through June 30, 2026*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS - SFY 25	Program Cost - Funded by DHHS - SFY 26
1. Salary & Wages	$112,213	$114,457
2. Fringe Benefits	$14,251	$14,536
3. Consultants	$0	$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	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies - Office	$0	$0
6. Travel	$0	$0
7. Software	$0	$0
8. (a) Other - Marketing/Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other - Leaders In Prevention	$23,775	$24,251
Other - Summer Leadership Program	$60,926	$62,145
Other - Insurance	$2,500	$266
Other - Audit	$1,990	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$215,655	$215,655
Total Indirect Costs	$0	$0
Subtotals	$215,655	$215,655
TOTAL		**$431,310**

Contractor Initials: MEC

Date: 5/28/2024

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

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

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

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

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

1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see https://omb.report/icr/201009-0348-022/doc/20388401

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

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

SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Agreement, the prospective primary participant is providing the certification set out below.

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

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

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

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context.

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

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties) https://www.ecfr.gov/current/title-22/chapter-V/part-513.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
3. The Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
4. The Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
5. The Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
6. The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
7. The Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
8. The Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
9. 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
10. 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.

13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $30,000 or more. If the initial award is below $30,000 but subsequent grant modifications result in a total award equal to or over $30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
    10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    10.2. Compensation information is not already available through reporting to the SEC.
    Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

FORM A

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

1. The UEI (SAM.gov) number for your entity is: LYFKM7JTEEA3

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

   ___X___NO   ________YES

   If the answer to #2 above is NO, stop here
   If the answer to #2 above is YES, please answer the following:

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

   ________NO   ________YES

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

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

   Name: ________________ Amount: ____________

   Name: ________________ Amount: ____________

   Name: ________________ Amount: ____________

   Name: ________________ Amount: ____________

   Name: ________________ Amount: ____________

Contractor Name: New England Teen Institute, Inc.

DocuSigned by:
Marissa E Carlson
FFAB1C9584DE42A...

5/28/2024
Date:

Name: Marissa E Carlson
Title: Executive Director

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

8. Open Wireless Networks. End User may not transmit Confidential Data via an open 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.

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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.).

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

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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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

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

BUSINESS ASSOCIATE AGREEMENT

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

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

(1) Definitions

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

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

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

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

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

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, according to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard;

IV. For data aggregation purposes for the health care operations of the Covered Entity; and

V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) <u>Obligations and Activities of Business Associate</u>

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected priva

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

I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the protected health information;

III. Whether the protected health information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to P

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accordance with 45 CFR Section 164.528.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

https://www.dhhs.nh.gov/oos/hipaa/publications.htm in accordance with 45 CFR Section 164.520.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

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

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

b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

c. **Data Ownership** - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. **Interpretation** - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

e. **Segregation** - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.

f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

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

Department of Health and Human Services	New England Teen Institute, Inc.
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED9D05B04C63442...	DocuSigned by: Marissa E Carlson FFAB1C9584DE42A...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Marissa E Carlson
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
5/29/2024	5/28/2024
Date	Date

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 NEW ENGLAND TEEN INSTITUTE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 30, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **72695**

Certificate Number: **0006680557**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of May A.D. 2024.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Gianna James, 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 __New England Teen Institute, Inc.______________________.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 1st, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That _Marissa Carlson, Executive Director.____ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of __New England Teen Institute, Inc.___ to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority 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: 5-9-24

Signature of Elected Officer
Name: Gianna Lynn James
Title: Board President

DocuSign Envelope ID: 39F5ACBD-9974-42D8-8D53-6D7E4C03F928

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/1/2024

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	CONTACT / INSURERS
Eaton & Berube Insurance Agency, LLC 11 Concord St Nashua NH 03064	CONTACT NAME: Meaghan Colby PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): 603-886-4230 E-MAIL ADDRESS: mcolby@eatonberube.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Markel/FirstComp Underwriters Group	
INSURER B : Philadelphia Insurance Company	23850
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED NHTEE
New England Teen Institute, Inc.
1 Sundial Ave, Suite 219
Manchester NH 03103

COVERAGES CERTIFICATE NUMBER: 2125545913 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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PHPK2654114	3/15/2024	3/15/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2654114	3/15/2024	3/15/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC0220217-03	1/31/2024	1/31/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers compensation Information: NH; no excluded officers; Volunteer Board is excluded.

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Marc R Berube

NE Teen Institute
Mission & Vision Statements

Our mission is to empower NH teens to lead healthy lifestyles and create stronger communities through community-focused prevention and leadership workshops.

Our vision is for EVERY teenager to have the opportunity to discover the full capacity of their personal power and create healthier schools and communities.

NEW·HAMPSHIRE
TEEN INSTITUTE

NEW HAMPSHIRE TEEN INSTITUTE, INC.

Financial Statements
For the Years Ended June 30, 2019 and 2018

(With Independent Auditors' Report Thereon)

CONTENTS

MELANSON

INDEPENDENT AUDITORS' REPORT

The Board of Directors
New Hampshire Teen Institute, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of New Hampshire Teen Institute, Inc., which comprise the statements of financial position as of June 30, 2019 and 2018, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

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

Auditors' Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Merrimack, New Hampshire
Andover, Massachusetts
Greenfield, Massachusetts
Ellsworth, Maine

800.282.2440 | melansoncpas.com

MELANSON

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Teen Institute, Inc. as of June 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Melanson

Merrimack, New Hampshire
April 27, 2021

NEW HAMPSHIRE TEEN INSTITUTE, INC.

Statements of Financial Position
June 30, 2019 and 2018

	2019 Without Donor Restrictions	2018 Without Donor Restrictions
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 132,793	$ 61,051
Grants receivable	40,919	82,814
Prepaid expenses	12,960	36,665
Total Current Assets	186,672	180,530
Other Assets	241	-
TOTAL ASSETS	$ 186,913	$ 180,530
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts payable	$ 3,806	$ 43
Accrued payroll and related liabilities	14,125	16,366
Deferred revenue	-	1,475
Total Current Liabilities	17,931	17,884
Total Net Assets	168,982	162,646
TOTAL LIABILITIES AND NET ASSETS	$ 186,913	$ 180,530

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

NEW HAMPSHIRE TEEN INSTITUTE, INC.

Statements of Activities
For the Years Ended June 30, 2019 and 2018

	2019	2018
	Without Donor Restrictions	Without Donor Restrictions
SUPPORT, REVENUES, AND OTHER		
Support:		
Grants	$ 185,474	$ 218,888
Contributions	112,383	76,028
Revenues:		
Program service fees:		
Leaders in Prevention	4,725	-
Other programs	16,366	15,315
Merchandise	128	102
Other:		
Investment income	-	29
Miscellaneous revenue	26	30
Total Support, Revenues, and Other	319,102	310,392
EXPENSES		
Program Services:		
Summer Leadership	143,645	69,949
Leaders in Prevention	83,066	87,695
Other programs	24,011	46,440
Total Program Services	250,722	204,084
Supporting Services:		
Management and general	56,582	60,410
Fundraising and development	5,462	5,037
Total Supporting Services	62,044	65,447
Total Expenses	312,766	269,531
CHANGE IN NET ASSETS	6,336	40,861
NET ASSETS, BEGINNING OF YEAR	162,646	121,785
NET ASSETS, END OF YEAR	$ 168,982	$ 162,646

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

NEW HAMPSHIRE TEEN INSTITUTE, INC.

Statements of Functional Expenses
For the Years Ended June 30, 2019 and 2018

	2019						
	Program Services				Supporting Services		
	Summer Leadership	Leaders in Prevention	Other Programs	Total	Management and General	Fundraising	2019 Total
Personnel expense:							
Salaries and wages	$ 75,069	$ 44,289	$ 6,941	$ 126,299	$ 23,103	$ 4,621	$ 154,023
Employee benefits	3,715	2,192	343	6,250	-	-	6,250
Payroll taxes	6,047	3,568	559	10,174	1,861	372	12,407
Accounting	-	-	-	-	7,962	160	8,122
Advertising	-	-	-	-	2,385	-	2,385
Conferences and meetings	696	380	3,547	4,623	1,292	-	5,915
Information technology	30	-	339	369	-	-	369
Insurance	-	-	-	-	3,880	-	3,880
Miscellaneous	245	-	-	245	373	62	680
Occupancy	-	-	-	-	11,371	232	11,603
Office expenses	1,290	128	175	1,593	2,594	15	4,202
Other professional services	550	300	-	850	768	-	1,618
Program expense	53,985	31,172	3,434	88,591	-	-	88,591
Supplies	279	-	2,200	2,479	-	-	2,479
Travel	1,739	1,037	6,473	9,249	993	-	10,242
Total expenses by function	$ 143,645	$ 83,066	$ 24,011	$ 250,722	$ 56,582	$ 5,462	$ 312,766

	2018						
	Program Services				Supporting Services		
	Summer Leadership	Leaders in Prevention	Other Programs	Total	Management and General	Fundraising	2018 Total
Personnel expense:							
Salaries and wages	$ 37,830	$ 50,640	$ 18,831	$ 107,301	$ 26,137	$ 4,127	$ 137,565
Employee benefits	1,323	1,771	659	3,753	-	-	3,753
Payroll taxes	4,425	5,923	2,203	12,551	3,057	483	16,091
Accounting	-	-	-	-	9,563	196	9,759
Advertising	-	-	-	-	4,616	-	4,616
Conferences and meetings	172	222	7,707	8,101	240	-	8,341
Information technology	-	-	-	-	253	1	254
Insurance	-	-	-	-	3,189	-	3,189
Miscellaneous	50	-	-	50	357	39	446
Occupancy	-	-	-	-	8,351	166	8,517
Office expenses	1,415	704	188	2,307	2,528	4	4,839
Other professional services	1,030	683	29	1,742	304	-	2,046
Program expense	20,257	27,117	10,647	58,021	-	-	58,021
Supplies	2,100	-	-	2,100	-	-	2,100
Travel	1,347	635	6,176	8,158	1,815	21	9,994
Total expenses by function	$ 69,949	$ 87,695	$ 46,440	$ 204,084	$ 60,410	$ 5,037	$ 269,531

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

NEW HAMPSHIRE TEEN INSITITUTE, INC.

Statements of Cash Flows
For the Years Ended June 30, 2019 and 2018

	2019	2018
Cash Flows From Operating Activities:		
Change in net assets	$ 6,336	$ 40,861
Changes in operating assets and liabilities:		
Grants receivable	41,895	(50,066)
Prepaid expenses	23,705	(24,290)
Other assets	(241)	-
Accounts payable	3,763	(1,159)
Accrued payroll and related liabilities	(2,241)	9,533
Deferred revenue	(1,475)	1,475
Net Cash Provided (Used) by Operating Activities and Net Change in Cash and Cash Equivalents	71,742	(23,646)
Cash and Cash Equivalents, Beginning of Year	61,051	84,697
Cash and Cash Equivalents, End of Year	$ 132,793	$ 61,051

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

1. Organization

New Hampshire Teen Institute (the Organization) is a nonprofit public benefit corporation which was incorporated in 1984. The Organization strives to empower teens to lead healthy lifestyles and create stronger communities through community-focused prevention and leadership workshops. The Organization's programs include:

Summer Leadership Program
The Summer Leadership Program is a dynamic residential week of leadership development, self-discovery, and social connection. It brings up to 100 diverse high school students from across New Hampshire and New England together through experiential workshops designed as catalysts for personal values exploration and increased school and civic engagement. Throughout the week, participants also increase their knowledge on a variety of topics including substance misuse and addiction, bullying, sexual health, conflict resolution, and health and wellness. The program connects participants with their local peers and school and community action organizations so they can channel this new energy toward the betterment of their home communities.

Leaders in Prevention Program
The Leaders In Prevention Program brings together teams of eight middle school students and two advisors for a long weekend of activities and action planning with numerous other teams from across New Hampshire. Schools, after-school groups, and community organizations identify students, from all walks of life and levels of skill, with leadership potential who are capable of working as part of a team, and willing to bring new skills and energy back to their community.

Students participate in an array of learning opportunities, both within their own team and together with all of the participating teams, around topics in school climate, substance abuse prevention, and community involvement. Every participant has the opportunity to develop or expand their leadership skills, build positive relationships with their peers and youth and adult mentors, and explore new ideas to improve their schools and communities. Through this process, they learn more about themselves and each other, and about how to work effectively as a team.

To culminate the program, each team also designs an action plan for a project they will implement in their school or community.

Other Programs

The Organization believes that increasing understanding and communication between teens and adults is crucial in empowering youth. As such, it offers various workshops for adults and teens covering various topics including understanding adolescence, communicating with preteens and teens, and many others.

2. Significant Accounting Policies

Change in Accounting Principle

On August 18, 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. ASU 2016-14 has been implemented in fiscal years 2019 and 2018 and the presentation in these financial statements has been adjusted accordingly.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents. Cash and highly liquid financial instruments invested for long-term purposes, are excluded from this definition.

Grants and Contributions Receivable

Unconditional contributions that are expected to be collected within one year are recorded at net realizable value. Unconditional contributions that are expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the asset. In subsequent years, amortization of the discounts is included in revenue in the Statement of Activities. The allowance for uncollectable contributions receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable. No allowance was required at June 30, 2019 and 2018.

Grants receivable, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. Amounts recorded as grants receivable represent cost-reimbursable federal and state contract and grants, which the incurrence of allowable qualifying expenses and/or performance of certain requirements have been met or performed. The allowance for uncollectable grants receivable is based on historical experience and a review of subsequent collections. No allowance was required at June 30, 2019 and 2018.

Property and Equipment

Property and equipment additions are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of impairment in fiscal years 2019 or 2018.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions

Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

Net Assets With Donor Restrictions

Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenue and Revenue Recognition

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable grants and contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively.

Accounting for Contributions

Contributions are recognized when received. All contributions are reported as increases in net assets without donor restrictions unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as increases in net assets with donor restrictions.

Unconditional promises with payment due in future years have an implied restriction to be used in the year of payment is due and, therefore, are reported as net assets with donor restrictions until the payment is due unless the contribution is clearly intended to support activities in the current year. Conditional promises, such as matching grants, are recognized when they become unconditional, that is, until all the conditions on which they depend are met.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by Generally Accepted Accounting Principles. Contributed property and goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received. No significant contributions of such goods or services were received during the years ended June 30, 2019 and 2018, respectively.

Advertising Costs

Advertising costs are expensed as incurred and are reported in the Statement of Activities and Statement of Functional Expenses.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Income Taxes

The Organization has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose. In fiscal years 2019 and 2018, the Organization was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates, and those differences could be material.

Financial Instruments and Credit Risk

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

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.
- Level 3 - Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

New Accounting Standards to be Adopted in the Future

Revenue from Contracts with Customers

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers*. The ASU's core principle is that an organization will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the organization expects to be entitled for those goods or services. This standard also includes expanded disclosure requirements that result in an entity providing users of the financial statements with comprehensive information about the nature, amount, timing, and uncertainty of revenue and cash flows arising from the entity's contracts with customers. This standard will be effective for the Organization for the year ending June 30, 2020. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Contributions Received and Contributions Made

In June 2018, the FASB issued ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The purpose of this amendment, due to diversity in practice, is to clarify the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. This standard will be effective for the Organization for the year ending June 30, 2020. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Equity Investments

The FASB has issued ASU 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*, which relates to the accounting for equity investments, financial liabilities under the fair value option, and the presentation and disclosure requirements for financial instruments. This standard will be effective for the Organization for the year ending June 30, 2020. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Changes to the Disclosure Requirements for Fair Value Measurement

The FASB has issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*, which modifies the disclosure requirements for fair value measurements, and removed disclosures related to transfers between Level 1 and Level 2 of the fair value hierarchy, the policy for timing transfers between levels, the valuation process of Level 3 fair value measurements, and a roll forward of Level 3 investments. This standard will be effective for the Organization for the year ending June 30, 2020. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Contributed Nonfinancial Assets

In September 2020, the FASB issued ASU No. 2020-07, Not-for-Profit Entities (Topic 958): *Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts-in-kind, for not-for-profit organizations. Examples of contributed nonfinancial assets include fixed assets such as land, buildings, and equipment; the use of fixed assets or utilities; material and supplies, such as food, clothing, or pharmaceuticals; intangible assets; and recognized contributed services. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the statement of activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The amendments in this ASU should be applied on a retrospective basis and are effective for annual reporting periods beginning after June 15, 2021. Early adoption is permitted. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Leases
In February 2016, the FASB issued ASU 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the balance sheet at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the income statement. This ASU will be effective for the Organization for the year ending June 30, 2023. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Credit Losses
In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the income statement will reflect the measurement of credit losses for newly-recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Organization for the year ending June 30, 2024. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Statement of Financial Position, are comprised of the following at June 30, 2019 and 2018:

	2019	2018
Financial assets at year end:		
Cash and cash equivalents	$ 132,793	$ 61,051
Grants receivable	40,919	82,814
Financial assets available to meet general expenditures over the next year	$ 173,712	$ 143,865

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next year, the Organization anticipates sufficient revenue to cover general expenditures not covered by donor-restricted resources.

4. Prepaid Expenses

Prepaid expenses is comprised of the following at June 30, 2019 and 2018:

	2019	2018
Prepaid conferences	$ 9,576	$ 33,764
Prepaid insurance	2,834	2,272
Other	550	629
Total	$ 12,960	$ 36,665

5. Property and Equipment

Property and equipment is comprised of the following at June 30 2019 and 2018:

	2019	2018
Furniture, fixtures, and equipment	$ 4,092	$ 4,092
Subtotal	4,092	4,092
Less accumulated depreciation	(4,092)	(4,092)
Total	$ -	$ -

6. Functionalized Expenses

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salaries and wages, employee benefits, and payroll taxes, which are allocated on the basis of time and effort estimates.

7. Concentrations of Risk

A material part of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization. During the years ended June 30, 2019 and 2018, the State of New Hampshire Department of Health and Human Services accounted for 58% and 71%, respectively, of total revenues and 100%, for both years, of total receivables.

8. Subsequent Events

Subsequent events have been evaluated through April 27, 2021, the date the financial statements were available to be issued.

The COVID-19 outbreak in the United States (and across the globe) has resulted in economic uncertainties. The disruption is expected to be temporary, but there is considerable uncertainty around the duration and scope. The extent of the impact of COVID-19 on our operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on those we service, our funders, employees, and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact our financial condition or results of operations is uncertain.

NEW HAMPSHIRE
TEEN INSTITUTE

Board of Directors – FY24

Name/Joined	Address	Phone	Email
PRESIDENT **Gianna James/2022** Speech Language Pathologist (Contractor)	[redacted]	[redacted]	[redacted]
VICE PRESIDENT **Andrea Lindsey/2019** Zscaler	[redacted]	[redacted]	[redacted]
TREASURER **Larry Szetela/2007** Laurence Szetela, CPA	[redacted]	[redacted]	[redacted]
SECRETARY **Lindsey Gagne/2003-2005, 2012** Genesis Rehabilitation Services	[redacted]	[redacted]	[redacted]
Jennifer Hubert/2021 Bay State Savings Bank	[redacted]	[redacted]	[redacted]
Erin Wagner/2022 Brookline Center for Community Health	[redacted]	[redacted]	[redacted]
Reagan Murphy/2022 The DREAM Program	[redacted]	[redacted]	[redacted]
Malina Ziaja/2022 Student, Hamphire College			[redacted]
Leen Ghanayem/2022 Student, Michigan State University			[redacted]
Stari Gonzalez-Aviles/2024 Student, Nashua High School South			[redacted]
Markus Brown/2024 Student, Nashua High School South		[redacted]	[redacted]

Jocelyn Seager

[redacted]

Outgoing, experienced professional skilled in nonprofit leadership, customer service, and business operations. Seeking the opportunity to grow with a company where I can bring my enthusiasm and expertise to deepen impact

EXPERIENCE

New Hampshire Teen Institute — Parent Education Coordinator
Dec 2021-present
- Teaches parenting program, Staying Connected With Your Teen, to parents of children age 12-17 y/o, to increase communication, improve family management, and strengthen family bonds
- Advertises programming state-wide to reach all New Hampshire regions to provide free parenting course and to engage with various prevention coalitions
- Assists in general programming needs of the office, including preparation, training, and managing volunteer needs

New Hampshire Teen Institute — Board of Directors/Volunteer
Volunteer since 2002, Board of Directors Mar 2014-Dec 2021
- High-level stewardship of the organization, including fundraising, budgeting decisions, program evaluations, performance reviews, and board recruitment
- Strong presenter both within programs and outside of our programs, over a decade of experience training fellow staff in their education and presentation skills
- Program leader and facilitator, empowering youth in middle and high school through direct mentoring, leadership training, and action planning
- Builds and maintains relationships with varying age groups involved in programming throughout New England, including school staff that send youth to our programs
- Comfortable with the process of mandated reporting should a youth disclose the intent to harm themselves or others or are in danger of abuse when returning to their home and external community setting

**Served as AmeriCorps VISTA member Jan '11-Aug 11, corresponded with parents to gather camper registration forms, answered questions in regard to registration and program details

Families First Health & Support Center, Portsmouth, NH — Patient Advocate
May 2019-Sept 2020
- Engaged with high volume of established and new patients in office, by phone,and through email, explained our on-boarding process and emergency standby services for patients and those in medically urgent situations
- Secured meetings with appropriate support staff for patients in need of Medicaid and other services unrelated to the dental department, provided empathetic and active listening to patients experiencing hardships
- Independently developed new organizational and workflow systems for the consolidation of two full time positions into one role
- Organized patient intakes, referrals, and sliding fee applications, managed both check-in and checkout with patients, and completed all insurance verifications, billing, and cash handling with consistent accuracy
- Responded promptly to all dental inquiries in person, by phone, by email, and by referral and confirmed all upcoming appointments with friendly reminder calls

EDUCATION

DePaul University
Chicago, IL
Bachelor of Arts: Sociology
Minor: Community Service Studies
August 2006 - June 2010

University of New Hampshire
Durham, NH
Completed 27 hours towards Masters of Social Work
August 2014 - May 2016

SOFT SKILLS

- Exceptional customer service
- Organized and efficient administrator
- Dynamic communicator
- Experienced facilitator, coach, and mentor
- Ability to work independently and as part of a team
- Confidentiality compliant

TECHNICAL SKILLS

- QuickBooks
- Canva
- Shopify
- Weave
- Microsoft Office
- Social media: Twitter, Facebook, Instagram, Snapchat
- Collaboration software: Skype, Dropbox, Google Hangouts, Google Drive, Zoom Meetings

Child & Family Services, Concord, NH — Intern
Sept 2015-May 2016
- Facilitated and developed curriculum for weekly therapeutic groups for at-risk adolescents using DBT structure
- Produced treatment plans for clients and provided weekly individual counseling sessions, followed by weekly and monthly reports to track progress
- Coordinated care by communicating progress and needs of youth to schools and parents, strengthened communication between teens and parents through joint progress check-in sessions

ADDITIONAL EXPERIENCE

Manchester Advanced Dental, Manchester, NH — Patient Care Coordinator
Sept 2020-Mar 2021
- Maintained office hygiene schedule, promptly filled any vacancies, and frequently updated ASAP appointment list to increase patient satisfaction
- Reviewed future treatment plans and costs with patients during checkout, guided patients through payment options and scheduling
- Assisted in transferring time-sensitive records to and from other dental practices while following HIPAA confidentiality

The Provident Bank, Hampton, NH — Relationship Banker
Sep 2016-Feb 2019
- Delivered exceptional customer service by building long-term relationships with clients through opening/maintenance of accounts and conflict resolution
- Cultivated strong knowledge of financial principles and practices as well as daily money management
- Collected data to aid in growing our client base and to acquire business connections

Marissa Carlson

[redacted]

QUALIFICATIONS

Experience leading nonprofit organizations to achieve their youth development and artistic missions
Trainer for youth and adults, with experience in curriculum design as well as implementation
Computer experience includes Word, Excel, Salesforce, FileMaker Pro, SPSS (statistics), MEDIC+, Publisher, and internet research

EDUCATION

M.S. Nonprofit Management, Bay Path University, Longmeadow, MA
B.A. Psychology, Pomona College, Claremont, CA
Psi Chi: International Honor Society in Psychology

ADDITIONAL CERTIFICATIONS & TRAININGS

- Certified Prevention Specialist (CPS)
- Trainer of SAMHSA-developed curricula including:
  - SPF Application for Prevention Success Training (SAPST)
  - Ethics in Prevention
  - Advanced Prevention Ethics
  - A Provider's Introduction to Substance Abuse Treatment for Lesbian, Gay, Bisexual, and Transgender Individuals (2nd Edition)
  - Prevention Core Competencies
- Trained in Youth Leadership Institute's (YLI) "Environmental Prevention & Youth Initiated Projects"

EMPLOYMENT

2012 - Executive Director, New Hampshire Teen Institute
2009 – 2012 Program Director, New Hampshire Teen Institute

- Coordinating and training 175+ volunteer staff from NH and the greater Northeast for 5 overnight and numerous day-long programs around the state of NH each year.
- Engaging in regular organizational mission, vision, and strategic plan update & review in collaboration with the Board of Directors.
- Developing & implementing curricula that promote healthy choices and substance misuse prevention through capacity building, youth development, and youth & adult partnerships.
- Collaborating with coalition staff, teachers, SAPs, guidance counselors, and other youth-work professionals from NH's regional prevention networks to connect & enroll eligible students in our programs.
- Developing the organization's annual budget and individual program budgets in collaboration with key staff & stakeholders
- Co-advising the volunteer Program Advisory Committee, a youth-adult collaboration focused on the continued efficacy and efficiency of our programming.
- Acting as the organizational liaison between our volunteer staff & participants and the facilities staff at the program sites we utilize.
- Heading all aspects of the multi-year Service to Science application process to achieve endorsement of the Summer Leadership Program as an evidence-based prevention program, including research, evaluation, and data entry & analysis.

- Managing paid, intern, and volunteer staff in both office and program settings.
- Working at the state and regional levels to position NH Teen Institute as the foremost name in youth leadership development and empowerment programming.

2004 – 2009 Admissions Intake Coordinator, Hillcrest Educational Centers
- Processing new referrals for 4 residential and one day program for psychiatrically-involved students ages 6-18
- Coordinating prospective student interviews with admissions colleagues, state agencies (DSS, DMH, etc.), school districts, other treatment providers, and families
- Making travel arrangements for admissions and program staff
- Fielding initial treatment and programmatic inquiries from parents, social workers, special education coordinators, attorneys, and juvenile justice staff
- Educating new Hillcrest staff on the admissions process during biweekly orientations
- Coordinating annual student calendar art contest with 150 students, and overseeing layout, publication, and distribution of the 2500 resulting calendars

2003 - 2004 Substitute Counselor/Clinic Coordinator, Tapestry Health Systems
2002 – 2003 Office Manager, Tapestry Health Systems
- Coordinating the daily operations of THS' 3 Berkshire County medical clinics
- Counseling clients seeking emergency contraception or medical assistance
- Overseeing files and required paperwork for the offices' participation in the "Keeping Teens Healthy" program of the Mass. Dept. of Public Health
- Managing staff members in the absence of the Health Services Manager

2001 -2003 Assistant Director of Programming, Exploration School, Inc.
The Exploration Intermediate Program is an academic enrichment summer program for 8th- and 9th-graders, with 650 students in each of two 3-week sessions. As a member of the 8-person administrative team, I worked to coordinate the program and its 100 staff members. Individually, I was also responsible for:
- Coordinating 2-4 evening activities (performances, trips, sports events, etc.) for the students
- Overseeing the A/V needs for classes, activities, and events, and supervising the two A/V coordinators
- Coordinating the arrivals and departures of students at Logan Airport
- Co-managing other staff in the Programming Office

ORGANIZATIONS

2022 - NH Center for Nonprofits DEI Advisory Committee - Member
2019 - New England Prevention Technology Transfer Center Advisory Council - Member
2017–2020 NH Training Institute on Addictive Disorders' Training Advisory Committee – Member
2015 - NH Prevention delegate to the International Credentialing & Reciprocity Consortium (IC&RC), Chair of the IC&RC Prevention Specialist credential committee (2020-2023), Board of Directors member & Chair of the IC&RC Credentialing Committee (2023-
2013 - NH Prevention Certification Board – Secretary, President
Lead Board Member on NH Prevention Workforce Development program (2016-2020)
2013-2022 NH Governor's Commission Prevention Task Force – Member, Co-Chair (2021-2022)
2004 - Mill City Productions – Associate Artistic Director (2013-2022)
Founding company member & Artistic Director (2004-2010)
1997-2002 Young Americans - Company member
National & international tours in Fall 1999 and Fall 2001

Maura McGowan [redacted]

OBJECTIVE

A challenging position in the field of Prevention empowering and strengthening youth, families, & communities.

Summary of Experience

18 years' experience in Community Outreach
14 years' experience working with Teens in Substance Abuse Prevention and Healthy Choices
13 years' experience creating Marketing Materials
11 years' experience working in the field of Child Abuse & Neglect Prevention
10 years' experience working in the field of Parent Support & Education
10 years' experience supporting & supervising interns and volunteers
Creation of Community Awareness Events and Workshops for children, teens and adults
Experienced Public Speaker, Skilled Workshop Facilitator, Excellent Communication Skills

EXPERIENCE

New Hampshire Teen Institute
Program Director
August 2017 to Present
Responsible to create, plan, and facilitate residential and day programs that focus on leadership development, peer mentoring, and substance misuse prevention for middle and high school students. Work closely with the staff to develop new programs and update existing programs. Outreach to communities to promote our programs and ensure that TI is known and regarded positively throughout the state and region. Continually develop our volunteer and alumni networks to create positive relationships to assist in staffing and promoting our programs. Update our Board of Directors and financial agencies of our progress and impact. Attend relevant trainings and meetings to continue my learning, make valuable connections, and to obtain my Certified Prevention Specialist.

The Front Door Agency
Transitional Housing Program Case Manager
March 2012 to July 2017
Responsible to provide case management to single mothers in our Transitional Housing Program focusing on working to increase skills and confidence in the areas of; time management, budgeting, health and wellness, mental health, educational goals, employment, pride in home and financial stability. Provide support and guidance to clients in both individual and group settings. Provide information about outside supports to assist with educational goals, employment goals and parenting concerns. Coordinate volunteers for weekly child care support for clients attending our weekly groups.

Prevention Makes Cents
Program Coordinator
July 2009 to March 2012
Co-created a non-profit agency to continue the work of the Child Assault Prevention (CAP) Project as well as Parenting Support and Education Programs for the Greater Nashua Area. Responsibilities include facilitating programs, training interns & volunteers, supervising interns & volunteers, outreaching to schools in new communities, coordination of all aspects of the CAP Project and facilitating various parenting support and education programs.

Nashua School District, Nashua, NH
Parent Educator/Liaison for Fairgrounds Elementary School's Family Resource Center
April 2009 to January 2010
Increase Parent Involvement in school through education, outreach and advocacy. Responsibilities included co-facilitating weekly parent support group, coordination of outside services for ESOL & GED classes, liaise between the school and parents to facilitate increased volunteerism, training & supervision of parent volunteers, offering support to parents for issues both at school & at home, and serving on a number of teams focused on school improvement.

New Hampshire Teen Institute, Nashua, NH
Program Assistant

September 2008 to April 2009
Worked closely with the Director of Outreach to engage & increase our volunteer staff and to critique and improve our programs and workshops geared toward the reduction of substance abuse. Responsibilities included delivering programs, coordinating events and fundraisers, preparing and creating marketing materials, creating new workshops, working on a team to create a comprehensive volunteer staff manual.

The Youth Council, Nashua, NH
CAP Facilitator, Child Assault Prevention (CAP) Project
January 2006 to May 2009 and September 2003 to May 2005
Worked facilitating all aspects of the program including training volunteers & interns, facilitating teacher and parent workshops, leading classroom presentations, coordinating with schools, scheduling staff, creating marketing materials to outreach to the community, and the gathering of statistics for reports and grant writing assistance.

Parenting Facilitator, Active Parenting Program
January 2004 to May 2009
Worked closely with the Director of the Program to outreach to the community to offer the Active Parenting Series which ranged from toddles to teens. Responsibilities included coordinating and delivering the programs, preparing paperwork and records for sessions, working with parents to resolve an array of parent/child conflicts, creating marketing materials geared toward both parents and community partners, gathering statistics for reports and grant writing assistance.

Court Diversion Program Support Specialist, Court Diversion Program
February 2004 to September 2009
Assisted in the coordination of the program and facilitated a panel of community volunteers to hear cases. Responsibilities included scheduling cases, corresponding with families, preparing cases to be heard each month, interviewing and creating consequences for juveniles attending the program, following up monthly with juveniles in the program.

Adult Day Service Program
Activities Coordinator
March 2005 to December 2005
Ran the day to day schedule of activities for clients attending the program. Responsibilities included creating a monthly events calendar, daily activities that served the varying medical and cognitive needs of clients in the program through researching appropriate interventions, planning the monthly menu, coordinating the transportation needs of the clients with both a private transport company and Nashua Public Transit, working with the families and caretakers of the clients, interviewing clients along with the Program Coordinator and Nurse, planning special events for the clients and their families, coordinating the partnership with the pre-nursing students of Alvirne HS, and supervising the support staff.

EDUCATION & CERTIFICATIONS

NH Certified Prevention Specialist, January 2020
SAPST Trainer, December 2023
Prevention Ethics Trainer, September 2023
PTTC NE Mentor Program, Mentor 2021 & 2022
PTTC NE Leadership Development Program, May 2019
New Hampshire Community Technical College, Nashua, NH
Associates of Science Degree in Human Services, May 2004

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: New England Teen Institute, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Marissa Carlson	Execuitve Director	$16,795.00	$67,178.00
Maura McGowan	Program Director	$40,626.00	$54,167.00
Jocelyn Seager	Parent Engagement Coordinator	$42,612.00	$47,347.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00

Subject: Substance Misuse Prevention Direct Services (SS-2025-DBH-04-SUBST-03)

<u>Notice</u>: 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 North Country Education Services Agency		1.4 Contractor Address 300 Gorham Hill Rd. Gorham, NH 03581	
1.5 Contractor Phone Number 603-466-5437	1.6 Account Unit and Class TBD	1.7 Completion Date 6/30/26	1.8 Price Limitation $344,130
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature 5/28/2024 DocuSigned by: Lori Langlois 5BF284FB83C94A2... Date:		1.12 Name and Title of Contractor Signatory Lori Langlois Executive Director	
1.13 State Agency Signature 5/28/2024 DocuSigned by: Katja S. Fox ED9D05B04C63442... Date:		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: DocuSigned by: Robyn Guarino 748734844941460...		On: 5/29/2024	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

DS LL
Contractor Initials
Date 5/28/2024

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.

DS
LL
Contractor Initials
Date 5/28/2024

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.

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Contractor Initials
Date 5/28/2024

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.

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Contractor Initials
Date 5/28/2024

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

   3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2024 ("Effective Date").

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

   3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to five (5) 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.

   1.3. 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.

   1.4. Paragraph 14, Insurance, is amended by adding subparagraph 14.1.3 as follows:

   14.1.3 The Contractor must provide proof of automobile insurance for all owned, hired or non-owned vehicles utilized to carry out the services under this contract, in amounts not less than $1,000,000 per occurrence for automobile liability, to include bodily injury and property damage, and $3,000,000 aggregate for bodily injury and property damage.

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide substance misuse prevention direct services and programming to:

1.1.1. Youth aged 10 through 19, who fall within the following Institute of Medicine (IOM) Classifications for Prevention:

1.1.1.1. Selective: youth who are at risk for substance use and misuse, identified on the basis of biological, psychological, social, or environmental risk factors known to be associated with substance misuse. Subgroups within the Selective Category may be defined by:

1.1.1.1.1. Age;

1.1.1.1.2. Gender;

1.1.1.1.3. Sexual orientation;

1.1.1.1.4. Family history;

1.1.1.1.5. Place of residence; and

1.1.1.1.6. Victimization by physical and/or sexual abuse; and

1.1.1.2. Indicated: youth who do not meet Diagnostic and Statistical Manual of Mental Disorders (DSM-IV) criteria for addiction, but who are showing early danger signs, including, but not limited to youth who are:

1.1.1.2.1. Engaging in risky or destructive behaviors.

1.1.1.2.2. Experiencing academic failure or falling grades.

1.1.1.2.3. Consuming alcohol and other drugs.

1.1.1.2.4. At risk of dropping out of school.

1.1.1.2.5. Experiencing behavioral health issues.

1.1.1.2.6. Involved in with juvenile or criminal justice.

1.1.1.2.7. Involved with the NH Division for Children, Youth, and Families (DCYF); and

1.1.2. Parents and caregivers of youth identified above.

1.2. The Contractor must ensure services and programming are available to individuals identified above, who reside in the following New Hampshire counties:

1.2.1. Coos County; and

1.2.2. Northern Grafton County.

1.3. The Contractor must ensure services and programming are evidence-based and/or evidence informed and must submit programming and associated curricula to the Department for review and approval prior to implementation. The Contractor must ensure services include programming and curricula to:

1.3.1. Reduce risk factors that precede and are associated with a higher likelihood of negative outcomes;

1.3.2. Enhance protective factors associated with a lower likelihood of negative outcomes or that reduce the impact of risk factors;

1.3.3. Increase perception of risk and/or harm of the use of substances;

1.3.4. Increase knowledge of the consequences of substance use;

1.3.5. Increase the perception of peer and parental disapproval of the use of substances;

1.3.6. Positively impact health decisions around the use of substances;

1.3.7. Increase parental efficacy; and

1.3.8. Increase parental communication about the use of substances and parental monitoring.

1.4. The Contractor must submit any requests to modify the program model, in writing, to the Department for review and approval prior to implementing any modifications.

1.5. <u>Youth Programs</u>

1.5.1. The Contractor must utilize the Youth Leadership Through Adventure model to provide evidence-based prevention and intervention programming for middle and high school students. The Contractor must:

1.5.1.1. Use the following evidence-based programs:

1.5.1.1.1. Prevention Research Institute, Inc., Prime for Life program; and

1.5.1.1.2. Project Alert program.

1.5.1.2. Ensure programs:

1.5.1.2.1. Align with experiential direct service which includes prevention education and positive alternatives and early intervention identification; and

1.5.1.2.2. Are facilitated in a manner that involves students in the educational and programmatic processes through activities and discussions using the wilderness therapy approach, Outdoor Behavioral Healthcare (OBH).

1.5.2. The Contractor must provide alternative adventure-based programming to individuals identified above in collaboration with community partners, which include, but are not limited to:

1.5.2.1. Adapt, Inc.

1.5.2.2. Positive Youth Development Coalition and its partner members, which may include, but are not limited to:

1.5.2.2.1. The Enriched Learning Center.

1.5.2.2.2. The Appalachian Mountain Club.

1.5.2.2.3. The Youth Opportunities Program.

1.5.2.2.4. The Northern Forest Canoe Trail.

1.5.2.2.5. The University of New Hampshire (UNH).

1.5.2.2.6. UNH Cooperative Extension 4-H.

1.5.2.2.7. Copper Cannon Camp.

1.5.2.2.8. The Arts Alliance of Northern NH.

1.5.2.2.9. Gorham Parks and Recreation.

1.5.2.2.10. Colebrook Parks and Recreation.

1.5.3. The Contractor must ensure activities provided to youth are outdoor and adventure-based to ensure maximum buy-in from all participants and include, but are not limited to:

1.5.3.1. Backpacking.

1.5.3.2. Rock climbing.

1.5.3.3. Canoeing.

1.5.3.4. Kayaking.

1.5.4. The Contractor must provide weekend outdoor trips for youth referred to the program. The Contractor must ensure outdoor trips are provided a minimum of once per month and include, but are not limited to:

1.5.4.1. Five (5) trips during the school year, targeting youth ages 10 through 13.

1.5.4.2. Five (5) trips during the school year, targeting youth ages 14 through 17.

1.5.5. The Contractor must facilitate two (2), seven (7) day expedition trips per State Fiscal Year (SFY) as follows:

1.5.5.1. One (1) excursion in July for youth ages 14 through 17; and

1.5.5.2. One (1) excursion in August for youth ages 10 through 13.

1.5.6. The Contractor must ensure weekend trips and seven (7) day excursions include:

1.5.6.1. Activities and adventure experiences that are designed using Kolb's Experiential Learning Cycle, which includes:

1.5.6.1.1. A concrete experience;

1.5.6.1.2. Reflective observation;

1.5.6.1.3. Abstract conceptualization; and

1.5.6.1.4. Active experimentation; and

1.5.6.2. Service learning to increase participants' sense of place and connection to the community at both the middle and high school levels, which may include, but are not limited to:

1.5.6.2.1. Working with the United States Forest Service (USFS) in the White Mountain National Forest.

1.5.6.2.2. Construction assistance on a Habitat for Humanity project.

1.5.6.2.3. Activity and social interactions with local senior centers.

1.5.7. The Contractor must facilitate experiential art education programs through partnerships with Adapt, Inc. and the Arts of Alliance of North New Hampshire.

1.5.8. The Contractor must offer bi-weekly evening meetings to all interested students in the NH counties identified in Section 1.2. The Contractor must ensure meetings:

1.5.8.1. Focus on youth-led initiatives to develop action plans at the regional-level and disseminate those action plans to individual communities;

1.5.8.2. Focus on substance misuse education; improving school climate; and improving community connections, with an emphasis on working collaboratively with peers to:

1.5.8.2.1. Identify a community need that is experienced throughout the region;

1.5.8.2.2. Plan and implement a community service-learning project that focuses on the identified community need; and

1.5.8.2.3. Create and support an initiative that meets the identified community need;

1.5.8.3. Are available to participants either in-person or on-line;

1.5.8.4. Take place at:

1.5.8.4.1. Different locations throughout the region to ensure all interested students, aged 10 through 13, have the ability to attend meetings in-person without the need to travel a substantial distance; and

1.5.8.4.2. A consistent location, central to all major communities within the region to ensure all interested participants, aged 14 through 17, travel equidistance to their counterparts; and

1.5.8.5. Offer students opportunities to address positive youth development constructs, that include, but are not limited to:

1.5.8.5.1. Bonding.

1.5.8.5.2. Social competence.

1.5.8.5.3. Moral competence.

1.5.8.5.4. Recognition for positive behaviors.

1.5.8.5.5. Prosocial involvements.

1.5.8.5.6. Opportunities to foster prosocial norms.

1.5.9. The Contractor must administer pre- and post-services participant surveys to all individuals receiving and completing services and programming provided through this Agreement. Surveys, instructions, and associated policies and procedures will be developed and provided by the Department.

1.5.10. The Contractor must use Contractor-owned vehicles to provide transportation for students residing in communities within the counties identified in Section 1.2., as needed, to ensure maximum student participation in bi-weekly meetings and scheduled trips. The Contractor must:

1.5.10.1. Comply with all applicable local, state, and federal transportation rules and safety standards relating to passenger safety and comfort, including, but not limited to:

1.5.10.1.1. Requirements relating to the maintenance of vehicles and equipment.

1.5.10.1.2. Passenger and wheelchair accessibility.

1.5.10.1.3. Availability and functioning of seat belts.

1.5.10.2. Ensure that vehicles used in the provision of services are properly maintained and in good operating condition.

1.5.10.3. Comply with Americans with Disabilities Act (ADA) regulations. Any vehicles used for transporting individuals with disabilities must meet the requirements set forth in 49 CFR Part 38; and

1.5.10.4. Ensure that the Contractor's employees who provide the transportation services:

1.5.10.4.1. Maintain a valid New Hampshire driver's license.

1.5.10.4.2. Comply with all state and federal regulations for vehicle transport on roadways.

1.6. Educational Presentations

1.6.1. The Contactor must provide educational presentations to parents, caregivers, and stakeholders in the NH counties identified in Section 1.2. The Contractor must ensure presentations focus on the importance of approaching substance misuse issues as a community health issue.

1.6.2. The Contractor must ensure presentations are available in-person and online.

1.6.3. The Contractor must create and disseminate prevention newsletters targeted to parents and caregivers in the communities identified above. The Contractor must ensure newsletters:

1.6.3.1. Educate readers on tips and techniques to use regarding adolescent substance use and misuse;

1.6.3.2. Provide updates on substance and mental health related resources in the readers' local areas;

1.6.3.3. Provide updates on upcoming parent education presentations and youth trips, specific to the geographical location; and

1.6.3.4. Are available in electronic format.

1.7. The Contractor must conduct outreach activities for the youth programs identified above. The Contractor must ensure outreach activities occur within the counties identified in Section 1.2. Outreach activities must be targeted, but not limited to the following groups of individuals:

1.7.1. School faculty and staff.

1.7.2. Community Coalitions.

1.7.3. Parents and caregivers.

1.7.4. Local stakeholders.

1.8. The Contractor must meet with Student Assistance Professionals (SAP), monthly, at schools located within the counties identified in Section 1.2., to check-in on participant progress.

1.9. The Contractor must ensure consent is acquired from each participant and their parent or guardian, as applicable, for all services provided through this Agreement.

1.10. The Contractor must administer the Global Appraisal of Individual Needs (GAIN-SS) screening tool to all program participants to identify the behavioral health needs of each participant. The Contractor must:

1.10.1. Refer youth to services as appropriate and as indicated by the completed screening identified above.

1.10.2. Ensure all staff, responsible for administering screenings to youth, receive training in the proper use and administration of the screening tool prior to conducting any screening.

1.11. The Contractor must accept referrals for services from, but not limited to:

1.11.1. Student Assistance Programs.

1.11.2. School faculty.

1.11.3. Mental Health and/or School Counselors.

1.11.4. Parents and caregivers.

1.12. The Contractor must develop and maintain policies and procedures applicable to services and programming provided through this Agreement. The Contractor must ensure policies and procedures include, but are not limited to:

1.12.1. Confidentiality.

1.12.2. Consent.

1.12.3. Referrals.

1.12.4. Notification.

1.12.5. Evaluation.

1.13. The Contractor must submit applicable policies, procedures, and associated forms to the Department for review and approval, prior to implementation and no later than 30 days following the contract effective date.

1.14. The Contractor must collaborate with community partners and community-based agencies that provide services to youth, parents, and caregivers, including, but not limited to:

1.14.1. Regional Public Health Networks.

1.14.2. Mental Health providers.

1.14.3. Community Mental Health Centers.

1.14.4. Primary Care providers.

1.14.5. Alcohol and other drug prevention, treatment, and recovery services and supports providers.

1.14.6. Juvenile Diversion Network Programs.

1.14.7. Housing services.

1.15. The Contractor must work with the Department and the Department's contracted training and technical assistance vendor(s) to ensure services and programming are implemented and delivered as intended.

1.16. The Contractor must ensure staff providing services through this Agreement, receive training applicable to their position and duties.

1.17. The Contractor must maintain up-to-date records and documentation of staff training and associated certifications and/or licensure and must make records available to the Department upon request.

1.18. The Contractor must ensure materials developed as part of this Agreement are submitted to the Department for review and approval prior to dissemination.

1.19. <u>Website and Social Media</u>

1.19.1. The Contractor must manage its own website and social media accounts to promote program activities. The Contractor must:

1.19.1.1. Monitor website and social media accounts to negative comments and/or feedback and vulgar and/or inappropriate language is restricted and removed as necessary;

1.19.1.2. Ensure all website and social media accounts contain up-to-date information that includes, but is not limited to:

1.19.1.2.1. Trip itineraries.

1.19.1.2.2. Packing lists.

1.19.1.2.3. Trip videos and photographs.

1.19.1.2.4. Registration forms.

1.19.1.2.5. Consent and release forms, as applicable; and

1.19.1.3. Ensure participants and their parents and/or caregivers receive, read, understand, and sign all necessary media releases, including a release of liability which allows participants and their parents or caregivers to opt out of sharing photographs of the participant in any public format.

1.19.2. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

1.19.3. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.19.4. State of New Hampshire's Website Copyright

1.19.4.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

1.20. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.21. 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.

1.22. The Contractor may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.23. Data Entry and Reporting Requirements

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

1.23.1.1. 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; and

1.23.1.2. 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:

1.23.1.2.1. Demographics;

1.23.1.2.2. Number of Youth Leadership Through Adventure program activities provided during school year;

1.23.1.2.3. Number of youth served through the Youth Leadership Through Adventure program during the school year;

1.23.1.2.4. Number of Youth Leadership Through Adventure summer program activities provided;

1.23.1.2.5. Number of youth served through the Youth Leadership Through Adventure summer program;

1.23.1.2.6. Number of experiential art education programs provided through partnership with Adapt, Inc. and the Arts of Alliance of North New Hampshire;

1.23.1.2.7. Number of youth served through the experiential art education program;

1.23.1.2.8. Number of youth who participated in bi-weekly evening meetings;

1.23.1.2.9. Number of pre-tests administered across all programs;

1.23.1.2.10. Number of post-tests administered across all programs;

1.23.1.2.11. Number of prevention newsletters released;

1.23.1.2.12. Number of parents and/or caregivers contacted;

1.23.1.2.13. Number of educational presentations provided; and

1.23.1.2.14. Number of individuals that attended educational presentations.

1.23.2. 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 monthly reports include only aggregate and non-identifiable data identified above.

1.23.3. The Contractor must provide key data in a format and at a frequency specified by the Department.

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

1.24. Background Checks

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

1.24.1.1. 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;

1.24.1.2. 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

1.24.1.3. 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.

1.25. Confidential Data

1.25.1. 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.

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

1.26. Privacy Impact Assessment

1.26.1. 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:

1.26.1.1. How PII is gathered and stored;

1.26.1.2. Who will have access to PII;

1.26.1.3. How PII will be used in the system;

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

1.26.1.5. Privacy practices.

1.26.2. 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.

1.27. Department Owned Devices, Systems and Network Usage

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

EXHIBIT B

1.27.1.1. 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;

1.27.1.2. 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;

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

1.27.1.4. 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;

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

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

1.27.1.7. 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."

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

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

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

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

1.27.1.9.3. 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."

1.27.1.10. 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:

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

1.27.1.10.2. 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.

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

1.27.1.11. 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.

1.28. 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.

1.29. Contract End-of-Life Transition Services

1.29.1. General Requirements

1.29.1.1. 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.

1.29.1.2. 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.

1.29.1.3. 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.

1.29.1.4. 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.

1.29.1.5. 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.

1.29.1.6. 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.

1.29.2. Completion of Transition Services

1.29.2.1. 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.

1.29.2.2. 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.

1.29.3. Disagreement over Transition Services Results

1.29.3.1. 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 comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.

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

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

3.2.1. The Contractor must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, 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.

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors).

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.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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.

Payment Terms

1. This Agreement is funded by:
   1.1. 11.62% Federal Funds, Substance Abuse Prevention & Treatment Block Grant, awarded by the Substance Abuse and Mental Health Services Administration, ALN 93.959, as awarded on:
      1.1.1. 02/15/23, FAIN TI085821; and
      1.1.2. 02/20/24, FAIN TI057053.
   1.2. 88.38% Other funds (Governor's Commission 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.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
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 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.

7. Notwithstanding Paragraph 18 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.

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 upon request.

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.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: *North Country Education Services*
Budget Request for: *Prevention Direct Services*
Budget Period: *July 1, 2024 through June 30, 2026*
Indirect Cost Rate (if applicable) 10.00%

Line Item	Program Cost - Funded by DHHS - SFY 25	Program Cost - Funded by DHHS - SFY 26
1. Salary & Wages	$120,723	$120,722
2. Fringe Benefits	$5,000	$5,000
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$3,500	$3,500
5.(a) Supplies - Educational	$1,500	$1,500
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e). Supplies - Office	$0	$0
6. Travel	$0	$0
7. Software	$0	$0
8. (a) Other - Marketing/Communications	$1,000	$1,000
8. (b) Other - Education and Training	$2,500	$2,500
8. (c) Other - Other (specify below)	$0	$0
Repairs & Maintenance	$1,000	$1,000
Occupancy	$7,500	$7,500
Telephone/Internet	$1,200	$1,200
Insurance	$5,000	$5,000
Vehicle/client transportation 3 vans - maintenance, registration and fuel	$7,500	$7,500
	$0	$0
	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$156,423	$156,422
Total Indirect Costs	$15,642	$15,642
Subtotals	$172,065	$172,064
	TOTAL	$344,130

Contractor Initials: LL

Date: 5/28/2024

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

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

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

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

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

1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;

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

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

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

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

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

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

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

SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see https://omb.report/icr/201009-0348-022/doc/20388401

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

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

SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Agreement, the prospective primary participant is providing the certification set out below.

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

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

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

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context.

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

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties) https://www.ecfr.gov/current/title-22/chapter-V/part-513.

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
3. The Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
4. The Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
5. The Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
6. The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
7. The Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
8. The Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
9. 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
10. 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $30,000 or more. If the initial award is below $30,000 but subsequent grant modifications result in a total award equal to or over $30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC. Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

FORM A

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

1. The UEI (SAM.gov) number for your entity is: LLYJF9HE14M7

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

   ___X___NO ________YES

   If the answer to #2 above is NO, stop here
   If the answer to #2 above is YES, please answer the following:

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

   ________NO ________YES

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

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

   Name: ________________ Amount: ____________
   Name: ________________ Amount: ____________
   Name: ________________ Amount: ____________
   Name: ________________ Amount: ____________
   Name: ________________ Amount: ____________

Contractor Name: North Country Education Services Agency

DocuSigned by:
Lori Langlois
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5/28/2024
Date:

Name: Lori Langlois
Title: Executive Director

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

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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.

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.

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.

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Date

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.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

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

BUSINESS ASSOCIATE AGREEMENT

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

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

(1) Definitions

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

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

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

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

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

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, according to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard;

IV. For data aggregation purposes for the health care operations of the Covered Entity; and

V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) <u>Obligations and Activities of Business Associate</u>

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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

I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the protected health information;

III. Whether the protected health information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in

accordance with 45 CFR Section 164.528.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

   VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

https://www.dhhs.nh.gov/oos/hipaa/publications.htm in accordance with 45 CFR Section 164.520.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

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

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

b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

c. **Data Ownership** - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. **Interpretation** - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

e. **Segregation** - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.

f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.I., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

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

Department of Health and Human Services	North Country Education Services Agency
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED0D05B04C53443...	DocuSigned by: Lori Langlois 5BF284FB82C04A2...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Lori Langlois
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
5/28/2024	5/28/2024
Date	Date

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

Business ID: **66448**

Certificate Number: **0006670507**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of April A.D. 2024.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 20, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

is duly authorized on behalf of North Country Education Services Agency 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: 04/30/2024

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

North Country EDUCATION SERVICES

Authorizing Resolution

The Board of Directors of North Country Education Services Agency hereby renews authorization for Lori Langlois, Executive Director, on behalf of this Agency, to enter into contract with the State of New Hampshire, including its Department of Education, and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable or appropriate.

Authorized this day, June 20, 2022

David Backler, President of the NCES Board of Directors

Primex³
NH Public Risk Management Exchange

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:	*Member Number:*	*Company Affording Coverage:*
North Country Education Services Agency 300 Gorham Hill Road Gorham, NH 03581	953	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits - NH Statutory Limits May Apply, If Not:*	
X	**General Liability** (Occurrence Form)	7/1/2023	7/1/2024	Each Occurrence	$ 2,000,000
	Professional Liability (describe) ☐ Claims Made ☐ Occurrence	7/1/2024	7/1/2025	General Aggregate	$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	**Automobile Liability** Deductible Comp and Coll: $1,000 ☐ Any auto	7/1/2023 7/1/2024	7/1/2024 7/1/2025	Combined Single Limit (Each Accident)	$2,000,000
				Aggregate	$10,000,000
X	**Workers' Compensation & Employers' Liability**	7/1/2023 7/1/2024	7/1/2024 7/1/2025	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	**Property** (Special Risk includes Fire and Theft)	7/1/2023 7/1/2024	7/1/2024 7/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ Additional Covered Party	☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301			By: *Mary Beth Purcell* Date: 4/30/2024 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

North Country EDUCATION SERVICES

Mission Statement

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

300 GORHAM HILL ROAD, GORHAM, NH 03581 • 603-466-5437 • FAX 603-466-2907

NORTH COUNTRY EDUCATION SERVICES AGENCY

Financial Statements

June 30, 2023

(With Comparative Information for June 30, 2022)

and

Independent Auditor's Report

NORTH COUNTRY EDUCATION SERVICES AGENCY

FINANCIAL STATEMENTS
June 30, 2023
(With Comparative Information for June 30, 2022)

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VACHON CLUKAY
& COMPANY PC

CERTIFIED PUBLIC ACCOUNTANTS
608 Chestnut Street • Manchester, New Hampshire 03104
(603) 622-7070 • Fax: (603) 622-1452 • www.vachonclukay.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
North Country Education Services Agency

Opinion

We have audited the accompanying financial statements of North Country Education Services Agency (a nonprofit organization), which comprise the statement of financial position as of June 30, 2023, 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 financial statements referred to above present fairly, in all material respects, the financial position of North Country Education Services Agency, as of June 30, 2023, 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. 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 the North Country Education Services Agency 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.

Restatement of Net Assets

As discussed in Note 9 of the financial statements, North Country Education Services Agency has restated its beginning net assets. Our opinion is not modified with respect to this matter.

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 North Country Education Services Agency's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibility 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 generally accepted auditing standards 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 judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgement 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 North Country Education Services Agency'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 judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about North Country Education Services Agency'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.

Report on Comparative Information

The financial information as of June 30, 2022 has been derived from the North Country Education Services Agency's June 30, 2022 financial statements, which were audited by a predecessor auditor. An unmodified opinion was issued on those financial statements dated December 21, 2022. We were not engaged to audit, review, or apply any procedures on the June 30, 2022 financial statements of the North Country Education Services Agency and accordingly, we do not express an opinion or any other form of assurance on the June 30, 2022 financial statements as a whole.

Vachon Clukay & Company PC

Manchester, New Hampshire
December 21, 2023

NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Financial Position
June 30, 2023
(With Comparative Information for June 30, 2022)

	2023	2022
ASSETS		
CURRENT ASSETS:		
Cash	$ 1,402,570	$ 674,305
Investments	979,664	957,964
Grants receivable	61,423	310,374
Prepaid expenses	3,675	1,275
TOTAL CURRENT ASSETS	2,447,332	1,943,918
PROPERTY AND EQUIPMENT:		
Land	35,000	35,000
Buildings	609,967	609,967
Equipment	38,607	47,846
Less: accumulated depreciation	(567,036)	(570,969)
PROPERTY AND EQUIPMENT, NET	116,538	121,844
TOTAL ASSETS	$ 2,563,870	$ 2,065,762
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	$ 76,942	$ 30,447
Accrued expenses	52,264	53,864
Deferred revenues	59,565	44,736
TOTAL CURRENT LIABILITIES	188,771	129,047
TOTAL LIABILITIES	188,771	129,047
NET ASSETS:		
Without donor restrictions:		
Board designated for equipment	10,000	7,500
Board designated for building improvements	131,880	109,272
Net investment in property and equipment	116,538	121,844
Available to operations	1,139,553	877,650
Total net assets without donor restrictions	1,397,971	1,116,266
With donor restrictions:		
Program purposes	977,128	820,449
TOTAL NET ASSETS	2,375,099	1,936,715
TOTAL LIABILITIES AND NET ASSETS	$ 2;563,870	$ 2,065,762

See notes to financial statements

NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Activities
For the Year Ended June 30, 2023
(With Comparative Information For the Year Ended June 30, 2022)

	2023			2022		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
OPERATING REVENUES:						
Federal grants	$ 346,745	$ 101,121	$ 447,866	$ 273,874		$ 273,874
State grants			-	376,858	$ 244,628	621,486
Local government agencies		188,204	188,204		167,195	167,195
Other non-profit agencies	24,400	1,130,297	1,154,697	45,000	516,063	561,063
Donations	207	306	513	68		68
Program service revenue	1,162,119		1,162,119	1,025,841		1,025,841
TOTAL REVENUES	1,533,471	1,419,928	2,953,399	1,721,641	927,886	2,649,527
OPERATING EXPENSES:						
Program services:						
NCES Programs	798,890		798,890	765,820		765,820
Substance Misuse Prevention	159,319		159,319	159,319		159,319
Coos Coalition	409,113		409,113	192,687		192,687
Coos County Director's Network	219,814		219,814	106,080		106,080
Adult Learner Services	95,608		95,608	142,716		142,716
NHCTA	125,131		125,131	209,080		209,080
SAP			-	71,647		71,647
Migrant			-	41,243		41,243
SEL	124,581		124,581	43,286		43,286
Community Engagement			-	8,679		8,679
NCP 4SEL	15,256		15,256	32,666		32,666
NERF			-	52,934		52,934
School Counselors	10,804		10,804	6,165		6,165
Farm to School	37,311		37,311			-
Poetry Outloud	24,912		24,912			-
ADAPT	60,720		60,720			-
ECERS CDN			-	289,345		289,345
Total Program services	2,081,459	-	2,081,459	2,121,667	-	2,121,667
Supporting services:						
Management and general	308,175		308,175	437,694		437,694
Unallocated payments to other local nonprofit organizations	196,035		196,035			-
Total Supporting services	504,210	-	504,210	437,694	-	437,694
TOTAL EXPENSES	2,585,669	-	2,585,669	2,559,361	-	2,559,361
NET OPERATING INCOME (LOSS)	(1,052,198)	1,419,928	367,730	(837,720)	927,886	90,166
NONOPERATING INCOME AND TRANSFERS AND RECLASSIFICATIONS:						
Investment income	44,404		44,404	100,167		100,167
Increase (decrease) in fair value of investments	21,700		21,700	(248,276)		(248,276)
Unrelated business income - garage rent	4,550		4,550	4,200		4,200
Net assets released from restrictions	1,263,249	(1,263,249)	-	888,467	(888,467)	-
TOTAL NET NONOPERATING INCOME AND TRANSFERS AND RECLASSIFICATIONS	1,333,903	(1,263,249)	70,654	744,558	(888,467)	(143,909)
CHANGE IN NET ASSETS	281,705	156,679	438,384	(93,162)	39,419	(53,743)
NET ASSETS - BEGINNING, AS RESTATED	1,116,266	820,449	1,936,715	1,209,428	781,030	1,990,458
NET ASSETS - ENDING	$ 1,397,971	$ 977,128	$ 2,375,099	$ 1,116,266	$ 820,449	$ 1,936,715

See notes to financial statements

NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Functional Expenses
For the Year Ended June 30, 2023
(With Comparative Information For the Year Ended June 30, 2022)

	2023				2022		
	Program Services	General Administration	Other	Total	Program Services	General Administration	Total
SALARIES AND RELATED EXPENSES:							
Salaries	$ 719,485	$ 165,802		$ 885,287	$ 622,973	$ 280,347	$ 903,320
Payroll taxes	35,647	16,451		52,098	34,169	21,013	55,182
Pension expense	81,159	30,475		111,634	78,315	39,744	118,059
Other employee benefits	119,736	43,719		163,455	131,145	62,525	193,670
	956,027	256,447	$ -	1,212,474	866,602	403,629	1,270,231
OTHER EXPENSES:							
Staff development	86,733	653		87,386	87,535	1,186	88,721
Contracted services	746,418			746,418	703,396	6,500	709,896
Occupancy	20,087	28,584		48,671	98,581	4,268	102,849
Administrative	170,578	14,188		184,766	118,821	14,373	133,194
Travel	38,160	2,266		40,426	33,043	2,573	35,616
Materials and supplies	54,228			54,228	191,446	217	191,663
Insurance	5,248	4,711		9,959	7,400		7,400
Depreciation	3,980	1,326		5,306	14,843	4,948	19,791
Unallocated payments to other local nonprofit organizations			196,035	196,035			-
Total Expenses	$ 2,081,459	$ 308,175	$ 196,035	$ 2,585,669	$ 2,121,667	$ 437,694	$ 2,559,361

See notes to financial statements

NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Cash Flows
For the Year Ended June 30, 2023
(Comparative Information For the Year Ended June 30, 2022)

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Net operating income	$ 367,730	$ 90,166
Adjustments to reconcile to net cash provided by operating activities:		
Unrelated business income - garage rent	4,550	4,200
Interest income	44,404	
Depreciation expense	5,306	19,791
Change in assets and liabilities:		
(Increase) decrease in assets:		
Grants receivable	248,951	(337,207)
Prepaid expenses	(2,400)	(1,275)
Increase (decrease) in liabilities:		
Accounts payable	46,495	79,874
Accrued expenses	(1,600)	
Deferred revenues	14,829	194,153
Net cash provided by operating activities	728,265	49,702
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of equipment		(30,228)
Earnings on investments		100,167
Purchases of investments		(123,620)
Net cash used in investing activities	-	(53,681)
NET INCREASE (DECREASE) IN CASH	728,265	(3,979)
CASH - BEGINNING	674,305	678,284
CASH - ENDING	$ 1,402,570	$ 674,305
NON-CASH INVESTING AND FINANCING TRANSACTIONS		
Net change in fair value of investments	$ 21,700	$ (248,276)

See notes to financial statements

NORTH COUNTRY EDUCATION SERVICES AGENCY
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2023
(With Comparative Information for June 30, 2022)

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

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

Accounting Policies

The accounting policies of North Country Education Services conform to accounting principles generally accepted in the United States of America as applicable to nonprofit organizations except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Accounting

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

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Agency is required to report information regarding its financial position and activities according to the following net asset classifications:

Net Assets Without Donor Restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Agency. These net assets may be used at the discretion of management and the Board of Directors.

Net Assets With Donor Restrictions – Net assets subject to stipulations imposed by donors and grantors. The donor restrictions are temporary in nature; those restrictions will be met by certain actions or by the passage of time.

Recognition of Contributions and Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Agency that is, in substance, unconditional. The Agency reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Recognition of Contributed Nonfinancial Assets

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

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

The value of volunteer services is also recorded when the services create or improve upon a non-financial asset. In those cases, revenue is recognized in the amount of the value of the hours contributed or via the change in fair value of the altered asset. The Agency received no reportable donated services or other contributed nonfinancial assets during the years ended June 30, 2023 and 2022.

Functional Allocation of Expenses

The costs of providing program services and supporting activities have been summarized on a functional basis in the statements of activities. Expenses are charged to program services based on direct costs incurred or estimated usage (for indirect costs). Any expenses not directly chargeable are allocated to functions based on the proportion of direct charges. Annually, an indirect cost rate is established by the Agency and approved by the State of New Hampshire Department of Education for this purpose. Costs allocated in this manner include occupancy, administrative, and insurance expenses. Depreciation expense is allocated between program and general administrative expenses at a rate of 75% program and 25% general administrative expense based on management's estimate of benefits provided.

Cash and Cash Equivalents

Cash consists of deposits with financial institutions held in checking and savings accounts, and amounts held on deposit with the New Hampshire Public Deposit Investment Pool (NHPDIP). For purposes of reporting in the statements of cash flows, all highly liquid debt instruments, if any, purchased with a maturity of three months or less are considered to be cash equivalents.

NORTH COUNTRY EDUCATION SERVICES AGENCY
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2023
(With Comparative Information for June 30, 2022)

Cash and cash equivalents as of June 30, 2023 and 2022 is comprised of the following:

	2023	2022
Deposits with financial instituions	$ 160,843	$ 16,961
Deposits with NHPDIP	1,241,727	657,344
	$ 1,402,570	$ 674,305

Concentrations of Credit Risk

Financial instruments that potentially expose the Agency to *credit risk* consist primarily of bank deposits and investments in participation units of the New Hampshire Public Deposit Investment Pool. It is the Agency's policy to deposit monies in high quality financial institutions and to limit risk by maintaining deposits within the Federal Depository Limits (FDIC) whenever possible. The Agency has not experienced any losses on its cash deposits during the years ended June 30, 2023 and 2022. Deposits with financial institutions were fully insured as of June 30, 2023 and 2023. Deposits with the New Hampshire Public Deposit Investment Pool are uninsured and uncollateralized.

Investments

Investments consisting of fixed income mutual funds and equity mutual funds are carried at their market value as of June 30, 2023 and June 30, 2022. Interest income is reflected in the statements of activities.

At June 30, 2023 and 2022, the market value of investments consists of the following:

	2023	2022
Money Market Mutual Funds	$ 132,316	
Corporate Bonds	257,790	
Fixed Income Mutual Funds	34,291	$ 957,964
US Treasury Notes and Bonds	133,659	
Exchange Traded Funds	116,952	
Equity Securities	304,656	
	$ 979,664	$ 957,964

Contributions Receivable

Unconditional pledges are recorded as made. These amounts are recorded at the present value of the estimated fair value. Conditional pledges are recognized only when the conditions on which they depend are substantially met and the pledges become unconditional. All contributions receivable are considered collectible and expected to be received within one year.

Deferred Revenues and Refundable Advances

Service charges received in advance of the year to which they apply are reported as *deferred revenues* in the statements of financial position. Amounts received from grants in advance of the year to which relating eligible expenses have been incurred are reported as *refundable advances*.

Prepaid Expenses

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

Property and Equipment

All costs of property and equipment, and the fair value of donated assets value in excess of $5,000 and an initial economic useful life of greater than one accounting period are capitalized. Depreciation is computed by the straight line method, beginning in the month of acquisition at rates based on the following estimated useful lives:

	Years
Buildings and improvements	30
Equipment	5

Accumulated Unpaid Vacation and Sick Pay

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

Revenue and Revenue Recognition

The Agency recognizes contributions, donations and miscellaneous income when cash is received. Conditional promises to give, that is, those with a measurable performance or other barrier and a right of return, are not recognized until the conditions on which they depend have been met.

The Agency also has revenue derived from cost-reimbursable federal and state grants, which are conditional upon certain performance requirements and/or incurrence of allowable qualifying expenses. Amounts received are recognized as revenue without donor restrictions when the Agency has met those performance requirements or incurred expenditures in compliance with the specific grant provisions. Amounts received prior to meeting performance requirements or incurring qualifying expenditures are reported as revenue with donor restrictions and amounts not yet received, but already awarded are recorded as grants and contracts receivable.

The Agency recognizes revenue from contracts with customers in the form of membership fees and educational support services. These revenues are classified as program services revenues.

Membership Dues

Revenues from membership fees are invoiced annually at the start of each fiscal year, are non-refundable and recognized over time based on the period of membership. Payments received in advance of membership periods have been reported as deferred revenue. Total revenue recognized for the year ended

June 30, 2023 and 2022, were $172,267 and $143,463, respectively. These amounts are included within program services revenue within the statements of activities.

Educational Support Services

Revenues from educational support service fees are invoiced as the services are provided and recognized at a point in time based on when the services are performed. Payments received in advance for such services to be performed have been reported as deferred revenue. Total revenue recognized for the year ended June 30, 2023 and 2022, were $989,827 and $882,379, respectively. These amounts are included within program services revenue within the statements of activities.

Contract Receivables, Assets and Liabilities

The following tables provide information about balances of contract receivables, contract assets and contract liabilities associated with contracts with customers for the years ended June 30, 2023 and 2022:

	Receivables	Contract Assets	Contract Liabilities
June 30, 2023	$ -	$ -	$ 59,565
June 30, 2022	$ -	$ -	$ 44,736
July 1, 2021	$ -	$ -	$ 114,994

Bad Debts

The Agency uses the reserve method for accounting for bad debts. No allowance has been recorded as of June 30, 2023 and 2022, because the management of the Agency believes that all outstanding receivables are fully collectible.

Fair Value of Financial Instruments

Cash and cash equivalents, contributions receivable, accounts payable, accrued expenses, and deferred revenues are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

Income Taxes

The Agency is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from State of New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Agency has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code. The Agency is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS.

FASB Accounting Standards Codification Topic 740 entitled Accounting for Income Taxes requires the Agency to report uncertain tax positions for financial reporting purposes. The Agency had no uncertain tax positions as of June 30, 2023, and accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements. During the years ended June 30, 2023 and 2022, the Agency had unrelated business income from rental income. No provision has been made in these financial statements for accrued unrelated business income taxes as the amounts are not material.

Accounting Estimates

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

Reclassifications

Certain reclassifications have been made to the June 30, 2022 financial statement presentation to correspond to the current year's format. Net assets and changes in net assets are unchanged as they relate to these reclassifications.

NOTE 2—ADOPTION OF ACCOUNTING STANDARDS

In February 2016, the Financial Accounting Standards Board (FASB) issued guidance (Accounting Standards Codification [ASC] 842, *Leases*) to increase transparency and comparability among organizations by requiring the recognition of right-of-use (ROU) assets and lease liabilities on the balance sheet. Most prominent among the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases. The Agency may, from time to time, enter into various agreements as lessee for use of equipment and office space. Management has evaluated its lease agreements and determined that the effect of implementing ASC 842 related to such agreements is immaterial to the financial statements.

NOTE 3—LIQUIDITY AND AVAILABILITY

The Agency regularly monitors the availability of resources required to meet its operating needs and other contractual commitments. The Board of Directors periodically review and adjust the spending policy through the budgeting process based on the operational and developmental needs of the Agency. Cash reserves in excess of daily operational needs may be deposited into NHDIP.

The following table reflects the Agency's financial assets as of June 30, 2023 and 2022, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor and other restrictions or internal board designations. Amounts not available include the board designated reserves. In the event the need arises to utilize the board designated reserve funds for liquidity purposes, the reserves could be drawn upon through approval by the Board of Directors. Additionally, the Agency maintains a line of credit with a local financial institution with a limit of up to $100,000 that can be drawn upon as needed for additional liquidity purposes.

Financial assets available for general expenditure, reduced by donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

	2023	2022
Cash	$ 1,402,570	$ 674,305
Investments	979,664	957,964
Grants receivable	61,423	310,374
Total Financial Assets	2,443,657	1,942,643
Less:		
Net assets with donor restrictions	(977,128)	(820,449)
Board designated reserves	(141,880)	(116,772)
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	$ 1,324,649	$ 1,005,422

NOTE 4—INVESTMENTS

Fair Value Measurements

The Agency reports under the Fair Value Measurements pronouncements of the FASB Accounting Standards Codification (FASB ASC 820) which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below.

Level 1: Inputs to the valuation methodology are unadjusted, quoted prices in active markets for identical assets or liabilities at the measurement date.

Level 2: Inputs to the valuation include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities that are not active;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs at the closing price reported on the active market on which the individual securities are traded.

NORTH COUNTRY EDUCATION SERVICES AGENCY
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2023
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Following is a description of the valuation methodologies used for assets measured at fair value:

Money market mutual funds, fixed income mutual funds, exchange traded funds and equity securities: Valued based on quoted prices for identical investments in active markets.

Corporate bonds and US treasury notes and bonds: Valued using a market approach valuation technique which incorporates third-party pricing services and other relevant observable information such as market interest rates, yield curves, prepayment risk and credit risk generated by market transactions involving identical or comparable assets or liabilities in valuing these types of investments.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Agency believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables set forth by level, within the fair value hierarchy, Agency's assets at fair value:

Assets at Fair Value as of June 30, 2023

	Level 1	Level 2	Level 3	Total
Money Market Mutual Funds	$ 132,316			$ 132,316
Corporate Bonds		$ 257,790		257,790
Fixed Income Mutual Funds	34,291			34,291
US Treasury Notes and Bonds		133,659		133,659
Exchange Traded Funds	116,952			116,952
Equity Securities	304,656			304,656
	$ 588,215	$ 391,449	$ -	$ 979,664

Assets at Fair Value as of June 30, 2022

	Level 1	Level 2	Level 3	Total
Fixed Income Mutual Funds		$ 957,964		$ 957,964
	$ -	$ 957,964	$ -	$ 957,964

Deposits with NHPDIP, and classified as cash equivalents, are measured at fair value using the net asset value per share (or its equivalent) as a practical expedient are not classified in the fair value hierarchy.

NOTE 5—LINE OF CREDIT

During the years ended June 30, 2023 and 2022, the Agency had a $100,000 line of credit available, secured by substantially all business property other than real estate. The note includes a variable interest rate equal to the Wall Street Journal Prime Rate plus 2%. Outstanding balances at June 30, 2023 and 2022 were zero.

NORTH COUNTRY EDUCATION SERVICES AGENCY
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2023
(With Comparative Information for June 30, 2022)

NOTE 6—NET ASSETS

Board Designated for Equipment

During the 2020 fiscal year, the board established a reserve for equipment replacements. Balances in the reserve accounts as of June 30, 2023 and 2022 available for that purpose were $10,000 and $7,500, respectively.

Board Designated for Building Improvements

The Board has designated amounts for building repairs and improvements. Balances of the reserve account available for that purpose as of June 30, 2023 and 2022 were $131,880 and $109,272, respectively.

Net Assets with Donor Restrictions

Restricted for Program Purposes

Net assets restricted by grantors for program purposes include the following as of June 30, 2023 and 2022:

	2023	2022
Coos Coalition	$ 325,682	$ 323,167
CDN	271,928	199,415
SEL	136,205	53,251
CDN-PILOT	92,152	
YLTA	80,000	
NHCTA	53,062	196,035
NH Poetry Out Loud	17,195	
Adult-Ed Hi-Set	904	46
School Counselors		12,065
NHCF-NCES		20,000
NCP4SEL		16,470
	$ 977,128	$ 820,449

NOTE 7—MULTIEMPLOYER DEFINED BENEFIT RETIREMENT PLAN

The Agency contributes to a multiemployer defined benefit pension plan, the New Hampshire Retirement System (NHRS), in conjunction with other educational entities and municipal organizations within the State of New Hampshire. The Agency does not directly manage this multiemployer plan, which is managed by a board of trustees and subject to the provisions of State law (RSA 100-A). A majority of the Agency's employees are participants in the multiemployer plan as of June 30, 2023 and 2022, subject to eligibility requirements.

The plan is organized as a public employee retirement plan, and therefore the plan is not subject to certain reporting requirements of the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

NORTH COUNTRY EDUCATION SERVICES AGENCY
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
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The plan's certified zone status is not available since the plan is not subject to ERISA reporting requirements.

The risks of participating in a multiemployer plan are different from a single employer plan in the following aspects: (1) assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers; (2) if a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers; (3) if an employer chooses to stop participating in a multiemployer plan, the company may be required to pay the plan an amount based on the underfunded status of the plan, referred to as a withdrawal liability. If a plan were to terminate, if participants voluntarily withdrew or there was a mass withdrawal, the Agency may also be required to make additional payments to the plan for its proportionate share of underfunded liabilities.

The following table presents information on the plan's funded status as of its most recent reporting period:

Plan	Plan Employer Identification and Plan No.	Plan Funded Status as of June 30, 2022 Assets	Accumulated Benefit Obligation	Percentage Funded
NH Retirement System	02-6016163	$ 10,708,357,010	$ 16,444,488,494	65%

The following table presents information on the plan and the Agency's participation in the plan:

Plan		*Contributions for the Year ended June 30, 2023		2022		Total Plan Contributions for the Year ended June 30, 2022		2021	Contributions Greater than 5% of Total?
NH Retirement System	$	111,634	$	118,059	$	579,015,078	$	459,426,333	No

* The Agency's contributions for the years ended June 30, 2023 and 2022 listed in the table above also include amounts paid for the multiemployer other postemployment benefit plan noted below. The Agency made contributions less than 5% of the total contributions to the NH Retirement System.

The plans' accumulated benefit obligations are determined annually by the plan's actuary. Significant actuarial assumptions utilized for the NH Retirement System plan include the following:

Inflation	2.00%
Wage inflation	2.75% (2.25% for Teachers)
Salary increases	5.40%, average, including inflation
Investment rate of return	6.75%, net of pension plan investment expense, including inflation

Plan assets are invested in distinct investment trusts. Funded status information is not available as of June 30, 2023 as plan information was not publicly available as of the date of these financial statements.

In addition to the multiemployer defined benefit pension plan described above, the Agency also participates in a multiemployer other postretirement benefit plan that provides a subsidy to the cost of health insurance to retirees. Agency contributions noted above funded the multiemployer other postretirement benefit plan in 2023 and 2022.

NOTE 8—RISKS AND CONTINGENCIES

Risk Management

The Agency is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets, errors or omissions, injuries to employees, and natural disasters. During the fiscal year, the Agency was a member of the *New Hampshire Public Risk Management Exchange (Primex),* a public-entity risk pool, currently operating as a common risk management and insurance program for member school districts, school administrative units and similar government-supported agencies. There has been no significant reductions in coverage during the year.

Grants

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

NOTE 9—RESTATEMENT OF EQUITY

During the year ended June 30, 2023, management determined that the recognition of a long-term liability for the Agency's participation in a multi-employer retirement plan was not reported in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification [ASC] 715, *Compensation-Retirement Benefits*. Accordingly, liabilities were overstated and net assets were understated, as previously reported.

The impact of the above restatement on net assets as of June 30, 2022, and July 1, 2021 are as follows:

	6/30/2022	7/1/2021
Net Assets - as previously reported	$ 725,553	$ 665,349
Amount of restatement due to:		
Overstatement of long-term liabilities	1,211,162	1,325,109
Net Assets - as restated	$ 1,936,715	$ 1,990,458

NOTE 10—SUBSEQUENT EVENTS

Subsequent events have been evaluated through December 21, 2023, which is the date the consolidated financial statements were available to be issued.

North Country EDUCATION SERVICES

Board of Directors
FY 2023-2024

Dr. Marion Anastasia
Superintendent SAU 36

David Backler
NCES Board President &
Finance Member
Superintendent SAU 20

JoAn Canning
Superintendent SAU 84

Pierre Couture
Superintendent SAU 58

Danielle Demers
Member at Large
CTE Director SAU 3

Leah Holz
District Administrator SAU 77

Bernard Keenan
Personnel Member
Member at Large

Kathleen Kelley
Finance Member
Member at Large
NCES Treasurer/Secretary

Robert Mills
Finance Member &
Member at Large

Julie King
Finance Member
Superintendent SAU 3

Dr. Judith McGann
Finance Member
Superintendent SAU 68

Dr. Laurie Melanson
Superintendent of SAU 23

Randall Pillotte
Member at Large
Tri-County CAP

Robert Scott
Member at Large
Assistant Superintendent of School Operations SAU 36

Robin Scott
Member at Large
WMCC-Berlin

Kate Harrington Segal
Superintendent SAU 35

Pamela Stimpson
Superintendent Designee SAU 9

Dr. Debra Taylor
Vice President
Superintendent SAU 7

Updated on 4-30-2024

Project Coordinator

Sean O'Brien

~STUDENT-FOCUSED EDUCATOR, FACILITATOR & DIRECTOR~

"XXXX has used engaging activities for social emotional learning & mindfulness as a vehicle to empower the students he works with to lead and promote the benefits of a healthy lifestyle."

-Wendy Hamill, Guidance Director Laconia Public School

INTRODUCTION

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

EDUCATION & CERTIFICATIONS

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

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

PROFESSIONAL EXPERIENCE

A.D.A.P.T., Inc. ~ Campton, NH — 1999-Present
CEO, Student Assistance Coordinator, creator and lead facilitator of YLTA, WYLD
Determining the mission and purpose of the organization. Leading and inspiring all aspects of the organization including planning, administering needs assessments, budgeting, programming, financial reporting, payroll, resource management, human resources, fundraising, grant writing, social enterprise, public relations, special events and the training and supervision of staff. Implementing the Evidence Based Intervention Project SUCCESS at Lin-Wood Public School with fidelity. Supporting the mission of the organization and creating sustainable model programs.

Profile Middle High School — 2013-2019
Student Assistance Coordinator
Implementing the Evidence Based Intervention Project SUCCESS at Profile Public School with fidelity. Coordination of prevention and intervention strategies through innovative initiatives in coordination with community agencies including the Littleton area task force. YLTA advisor, Co-advisor Student Council, adventure fitness class facilitator. Assist with mental health concerns, behavioral concerns, positive behavioral

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

O.C.T.A.A. (On Campus Talking About Alcohol) ~ Plymouth, NH 2008-2020
Instructor Plymouth State University

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

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

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

Lin-Wood Public School~ Lincoln, NH 1999-2013
Student Assistant Coordinator

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

Program Facilitator - Luke Hampton

- Dedicated individual with strong work ethic - Enjoys being challenged
- Offers extensive experience in experiential education and group facilitation
- Enthusiastic and friendly
- Team player - Values the effectiveness of collaborative work
- Passionate about providing positive outdoor experiences for social and emotional development

Education:

Northern Vermont University - Lyndon
Bachelors of Science - Mountain Recreation Management – Adventure Leadership

- GPA: 3.8
- Deans List

Computer Skills:

Microsoft word, PowerPoint, Excel, Photoshop

Certifications/Experience:

- AMGA Single Pitch Instructor
- AMGA Rock Guide Course
- WFR (Wilderness First Responder) and CPR
- AIARE 1 (American Institute for Avalanche Research and Education)
- Leave No Trace Master Educator
- High Ropes Course Training
- Climbed 3 of the 7 Summits (Denali, Mt. Kilimanjaro, Mt. Elbrus)
- Rock Climbing and Backpacking in Wyoming and throughout the Northeast

Work Experience:

Mountain Workshop, 2018-2023
Outdoor Facilitator

- Leading outdoor programs and activities with students ages 10 to 18
- Training and organizing staff and program needs
- Handling on-site logistics and program packing in and out
- Facilitating and managing students on high/low ropes courses and rappel sites

Jackson Hole Mountain Guides, 2019-2021
Single Pitch Instructor/Porter

- Responsible for the setting ropes for introductory climbing days
- Provide a safe and instructional day out
- Handle high camp resupplies and carry client equipment when necessary

Mooney Mountain Guides, 2018-2019
Mountain Guide/Intern

- Responsible for the safety of clients
- Logistic planning of routes
- Training clients in the backcountry on winter travel and hiking skills

Program Facilitator #2 - Alyson Murgatroy

I have always had a passion for the outdoors. Experienced in group facilitation, leadership, and outdoor skills. I am very outgoing and ambitious. I have a love for working with people and seeing their personal growth through experience with nature.

EDUCATION

Bachelor of Applied Science (B.A.Sc.) - Adventure Education Aug 2018-May 2022
Plymouth State University, Plymouth, NH
Adventure Education based curriculum learning how to teach, facilitate and lead groups in the natural world

EXPERIENCE

After School Program January 2022 - May 2022
ADAPT, Thornton, NH
After school program grades K through 4th. Facilitate group activities, guide through group work and teach about natural fauna in the area. We went on field trips where I taught the children about animal tracks, plants, trees, and birds.

Facilitator July 2021 - July 2021
Acton Academy, Laconia, NH
This was a two week summer program. The first week was based on survival skills where we taught the children how to carve, start fires, build shelters, and navigate maps. It was my job to teach them these skills in a safe and controlled environment. The second week we focused on Natural History, and taught them about the local animals and fauna. I taught them how to spot and identify birds, edible plants and signs of wildlife.

Hostel Assistant May 2020 - Present (seasonal)
Barn Door Hostel, Rumney, NH
Experience working with diverse demographics. Providing hospitality and customer service with skill in adverse conditions. Kept up with daily household chores such as flipping beds, cleaning, cooking and interacting with guests.

Wilderness Therapy Guide May 2022 - October 2023 (expected end)
Summit Achievement, Stow, ME
Guiding participants ages 13-18 that struggle with mental health issues such as ADHD, depression, anxiety, substance use, ASD, and others. It was my job to facilitate therapeutic activities, teach expedition skills such as knots, map and compass, outdoor knowledge, therapeutic skills, communication skills and more. I worked as a Team Leader, being in charge of the group of participants and other peers. Gained lots of experience planning expeditions both hiking and canoeing. The expeditions were 4 days and 3 nights, camping the whole time, cooking all our own food and using outdoor skills.

SKILLS
Rock climbing Fundamentals, Flat Water Paddling, White Water Paddling, BackCountry Cooking, Facilitation, Leadership, Group Management, Snow Shoeing, Organization, Communication skills, Outdoor Expertise, Winter Camping, Leave No Trace Ethics

North Country Education Services
Direct Prevention Services 2024-2025
Key Personnel

Name	Job Title	Annual Salary	% Paid from this Contract	Amount Paid from this Contract
Luke Hampton	Program Facilitator	$45,000	100%	$45,000
Sean O'Brien	Program Director	$90,000	50%	$45,000
Alyson Murgatroy	Program Facilitator	$45,000	68%	$30.723
				$120,723

Subject: Substance Misuse Prevention Direct Services (SS-2025-DBH-04-SUBST-04)

<u>Notice</u>: 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 The Upper Room, A Family Resource Center		1.4 Contractor Address 36 Tsienneto Rd. Derry, NH 03038	
1.5 Contractor Phone Number 603-437-8477	1.6 Account Unit and Class TBD	1.7 Completion Date 6/30/26	1.8 Price Limitation $174,218
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: Brenda Guggisberg 878F7026FF284DE... Date: 5/28/2024		1.12 Name and Title of Contractor Signatory Brenda Guggisberg Executive Director	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED0D05B04C63442... Date: 5/29/2024		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: DocuSigned by: Robyn Guarino 746734844941480...		On: 5/29/2024	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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Date 5/28/2024

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.

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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.

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Date 5/28/2024

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.

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Date 5/28/2024

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions
   1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
      3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2024 ("Effective Date").
   1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:
      3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to five (5) 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.
   1.3. 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.

Scope of Services

1. Statement of Work

1.1. The Contractor must provide substance misuse prevention direct services and programming, statewide to:

1.1.1. Youth aged 10 through 19, who fall within the following Institute of Medicine (IOM) Classifications for Prevention:

1.1.1.1. Selective: youth who are at risk for substance use and misuse, identified on the basis of biological, psychological, social, or environmental risk factors known to be associated with substance misuse (IOM 1994). Subgroups within the Selective Category may be defined by:

1.1.1.1.1. Age;

1.1.1.1.2. Gender;

1.1.1.1.3. Sexual orientation;

1.1.1.1.4. Family history;

1.1.1.1.5. Place of residence; and

1.1.1.1.6. Victimization by physical and/or sexual abuse; and

1.1.1.2. Indicated: youth who do not meet Diagnostic and Statistical Manual of Mental Disorders (DSM-IV) criteria for addiction, but who are showing early danger signs, including, but not limited to youth who are:

1.1.1.2.1. Engaging in risky or destructive behaviors.

1.1.1.2.2. Experiencing academic failure or falling grades.

1.1.1.2.3. Consuming alcohol and other drugs.

1.1.1.2.4. At risk of dropping out of school.

1.1.1.2.5. Experiencing behavioral health issues.

1.1.1.2.6. Involved in with juvenile or criminal justice.

1.1.1.2.7. Involved with the NH Division for Children, Youth, and Families (DCYF); and

1.1.2. Parents and caregivers of youth identified above.

1.2. The Contractor must provide the following programming and services to the populations identified above:

1.2.1. Adolescent Wellness.

1.2.2. Community Services Learning.

1.2.3. Parenting and Caregiver Education.

1.2.4. Preventative Counseling.

1.3. The Contractor must ensure services and programming, identified above, are evidence-based and/or evidence-informed and must submit programming and associated curricula to the Department for review and approval prior to implementation. The Contractor must ensure services include programming and curricula to:

1.3.1. Reduce risk factors that precede and are associated with a higher likelihood of negative outcomes;

1.3.2. Enhance protective factors associated with a lower likelihood of negative outcomes or that reduce the impact of risk factors;

1.3.3. Increase perception of risk and/or harm of the use of substances;

1.3.4. Increase knowledge of the consequences of substance use;

1.3.5. Increase the perception of peer and parental disapproval of the use of substances;

1.3.6. Positively impact health decisions around the use of substances;

1.3.7. Increase parental efficacy;

1.3.8. Increase parental communication about the use of substances and parental monitoring.

1.4. The Contractor must submit any requests to modify the program model, in writing to the Department for review and approval prior to implementing any modifications.

1.5. The Contractor must administer a pre- and post- surveys to individuals participating in group sessions at the beginning and completion of the group. Surveys, instructions, and associated policies and procedures will be developed and provided by the Department.

1.6. The Contractor must administer the Youth Risk Behavior Survey (YRBS) to high school and middle school students enrolled in identified schools within the area served, every two (2) years, as directed by the Department.

1.7. The Contractor must ensure consent is acquired from each participant and their parent or guardian, as applicable, for all services provided through this Agreement.

1.8. The Contractor must utilize a universally applied, evidence-based screening tool to assess for substance use disorder (SUD) risk and submit the screening tool to the Department for review and approval prior to implementation. The Contractor must:

1.8.1. Refer youth to services as appropriate and as indicated by the completed screening identified above.

1.8.2. Ensure all staff, responsible for administering screenings to youth, receive training in the proper use and administration of the screening tool prior to conducting any screening.

1.9. The Contractor must accept referrals for services from, but not limited to:

1.9.1. Student Assistance Programs.

1.9.2. School faculty.

1.9.3. Mental Health and/or School Counselors.

1.9.4. Parents and caregivers.

1.10. The Contractor must collaborate with community partners and community-based agencies to provide substance misuse prevention and education that provide services to youth, parents, and caregivers, including, but not limited to:

1.10.1. Regional Public Health Networks.

1.10.2. Mental Health providers.

1.10.3. Community Mental Health Centers.

1.10.4. Primary Care providers.

1.10.5. Alcohol and other drug prevention, treatment, and recovery services and supports providers.

1.10.6. Juvenile Diversion Network Programs.

1.10.7. Housing services.

1.11. The Contractor must work with the Department and the Department's contracted training and technical assistance vendor(s) to ensure services and programming are implemented and delivered as intended.

1.12. The Contractor must ensure staff providing services through this Agreement, receive training applicable to their position and duties.

1.13. The Contractor must maintain up-to-date records and documentation of staff training and associated certifications and/or licensure and must make records available to the Department upon request.

1.14. The Contractor must develop and maintain policies and procedures applicable to services and programming provided through this Agreement. The Contractor must ensure policies and procedures include, but are not limited to:

1.14.1. Confidentiality.

1.14.2. Consent.

1.14.3. Referrals.

1.14.4. Notification.

1.14.5. Evaluation.

1.15. The Contractor must submit the following to the Department for review and approval prior to implementation and no later than 30 days following the contract effective date:

1.15.1. Screening tool;

1.15.2. Prevention education curricula and associated materials; and

1.15.3. Applicable policies, procedures, and associated forms.

1.16. The Contractor must ensure materials developed as part of this Agreement are submitted to the Department for review and approval prior to dissemination.

1.17. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.18. 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.

1.19. The Contractor may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.20. <u>Data Entry and Reporting Requirements</u>

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

1.20.1.1. 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; and

1.20.1.2. 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:

1.20.1.2.1. Demographics; and

1.20.1.2.2. The following information, broken out by program type, which includes Adolescent Wellness; Community Services Learning; Parenting and Caregiver Education; and Preventative Counseling:

1.20.1.2.2.1. Number of prevention programming sessions provided;

1.20.1.2.2.2. Number of youth served;

1.20.1.2.2.3. Number of parents served;

1.20.1.2.2.4. Number of pre-tests administered;

1.20.1.2.2.5. Number of post-tests administered; and

1.20.1.2.2.6. Number of materials distributed.

1.20.2. 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 monthly reports include only aggregate and non-identifiable data identified above.

1.20.3. The Contractor must provide key data in a format and at a frequency specified by the Department.

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

1.21. Background Checks

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

1.21.1.1. 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;

1.21.1.2. 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

1.21.1.3. 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.

1.22. Confidential Data

1.22.1. 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.

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

1.23. Privacy Impact Assessment

1.23.1. 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:

1.23.1.1. How PII is gathered and stored;

1.23.1.2. Who will have access to PII;

1.23.1.3. How PII will be used in the system;

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

1.23.1.5. Privacy practices.

1.23.2. 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.

1.24. Department Owned Devices, Systems and Network Usage

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

1.24.1.1. 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;

1.24.1.2. 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;

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

1.24.1.4. 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;

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

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

1.24.1.7. 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."

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

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

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

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

1.24.1.9.3. 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."

1.24.1.10. 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:

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

1.24.1.10.2. 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.

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

1.24.1.11. 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.

1.25. 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.

1.26. Contract End-of-Life Transition Services

1.26.1. General Requirements

1.26.1.1. 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.

1.26.1.2. 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.

1.26.1.3. 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.

1.26.1.4. 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.

1.26.1.5. 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.

1.26.1.6. 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.

1.26.2. Completion of Transition Services

1.26.2.1. 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.

1.26.2.2. 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.

1.26.3. Disagreement over Transition Services Results

1.26.3.1. 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.

1.27. Website and Social Media

1.27.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

1.27.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.27.3. State of New Hampshire's Website Copyright

1.27.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.

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

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

3.2.1. The Contractor must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, 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.

3.2.1.2: A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors).

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.

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

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.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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.

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 22.96% Federal Funds, Substance Abuse Prevention & Treatment Block Grant, awarded by the Substance Abuse and Mental Health Services Administration, ALN 93.959, as awarded on:
      1.1.1. 02/15/23, FAIN TI085821; and
      1.1.2. 02/20/24, FAIN TI057053.
   1.2. 77.04% Other funds (Governor's Commission 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.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
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 dbhinvoicesbdas@dhhs.nh.gov or mailed to:

      Financial Manager
      Department of Health and Human Services
      129 Pleasant Street
      Concord, NH 03301

EXHIBIT C

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.

7. Notwithstanding Paragraph 18 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.

  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 upon request.

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.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: *The Upper Room, A Family Resource Center*

Budget Request for: *Substance Misuse Prevention Direct Services*

Budget Period: *July 1, 2024 through June 30, 2026*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS - SFY 25	Program Cost - Funded by DHHS - SFY 26
1. Salary & Wages	$63,104	$63,104
2. Fringe Benefits	$10,588	$10,588
3. Consultants	$0	$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	$0
5.(a) Supplies - Educational	$2,182	$2,182
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies - Office	$2,457	$2,457
6. Travel	$801	$801
7. Software	$0	$0
8. (a) Other - Marketing/Communications	$275	$275
8. (b) Other - Education and Training	$1,157	$1,157
8. (c) Other - Other (specify below)	$0	$0
Other (OCCUPANCY)	$2,100	$2,100
Other (CURRENT EXPENSE)	$0	$0
Other (REPAIRS & MAINTENANCE)	$4,445	$4,445
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$87,109	$87,109
Total Indirect Costs	$0	$0
Subtotals	$87,109	$87,109
	TOTAL	**$174,218**

DS
BG

Contractor Initials: ______

5/28/2024

Date: ______

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

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

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

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

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

1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;

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

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

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

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

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

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

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

SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see https://omb.report/icr/201009-0348-022/doc/20388401

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

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

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Agreement, the prospective primary participant is providing the certification set out below.

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

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

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

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context.

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

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties) https://www.ecfr.gov/current/title-22/chapter-V/part-513.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
3. The Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
4. The Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
5. The Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
6. The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
7. The Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
8. The Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
9. 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
10. 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $30,000 or more. If the initial award is below $30,000 but subsequent grant modifications result in a total award equal to or over $30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.
      Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

FORM A

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

1. The UEI (SAM.gov) number for your entity is: EA8SK949J8G1

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

   ____X____NO _________YES

   If the answer to #2 above is NO, stop here
   If the answer to #2 above is YES, please answer the following:

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

   _________NO ________YES

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

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

   Name: ____________________ Amount: _______________

   Name: ____________________ Amount: _______________

   Name: ____________________ Amount: _______________

   Name: ____________________ Amount: _______________

   Name: ____________________ Amount: _______________

Contractor Name: The Upper Room, a Family Resource Center

5/28/2024
Date:

DocuSigned by:
Brenda Guggisberg
878F7020FF204DE...
Name: Brenda Guggisberg
Title: Executive Director

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a 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 <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open 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.

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and 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.

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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;

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

BUSINESS ASSOCIATE AGREEMENT

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

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

(1) Definitions

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

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

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

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

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

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, according to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard;

IV. For data aggregation purposes for the health care operations of the Covered Entity; and

V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

Contractor Initials BG

Date 5/28/2024

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

I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the protected health information;

III. Whether the protected health information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in

accordance with 45 CFR Section 164.528.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) <u>Obligations of Covered Entity</u>

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

https://www.dhhs.nh.gov/oos/hipaa/publications.htm in accordance with 45 CFR Section 164.520.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) <u>Termination of Agreement for Cause</u>

a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) <u>Miscellaneous</u>

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

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

b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

c. **Data Ownership** - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. **Interpretation** - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

e. **Segregation** - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.

f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.I., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

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

Department of Health and Human Services	The Upper Room, a Family Resource Center
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED0D05B04C62442...	DocuSigned by: Brenda Guggisberg 878F7020FF284DE...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Brenda Guggisberg
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
5/29/2024	5/28/2024
Date	Date

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE UPPER ROOM, A FAMILY RESOURCE CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 30, 1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **81048**
Certificate Number: **0006666490**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of April A.D. 2024.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, _______Mathew Solso, President of Board of Directors________________________, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of _The Upper Room, a Family Resource Center______________________.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on _April 27______, 2024___, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That ____Brenda Guggisberg, Executive Director__________________________ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of ______The Upper Room, a Family Resource Center__________ 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: 5/28/24

Signature of Elected Officer
Name: MATHEW V. SOLSO
Title: PRESIDENT

DocuSign Envelope ID: E940F2E7-D5CB-4D2D-B5F3-F3B6DD26CA4F

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/26/2024

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	
Cross Insurance-Manchester 1100 Elm Street Manchester NH 03101	CONTACT NAME: Kathleen Freeman, AAI PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: Manch.Certs@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins Co	18058
INSURER B : NorGuard Ins Co	31470
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

The Upper Room a Family Resource Center
36 Tsienneto Road
P.O. Box 1017
Derry NH 03038

COVERAGES CERTIFICATE NUMBER: 23-24 All Lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK2553260	07/01/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2553260	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			PHUB863517	07/01/2023	07/01/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UPWC408873 (3a.)NH	07/01/2023	07/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER	CANCELLATION
State of NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301	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 Joshua Pariseau-Shell, AAI, CRIS

Mission Statement

The Upper Rooms Mission, Vision, Values

Mission:

"Strengthening individuals and families by providing them with the education, services and resources needed to live healthy self-sufficient lives".

Vision:

"It is our vision that we work to create a strong, vibrant and self-sustaining community where conflict and hunger, homelessness and poverty, and ignorance and intolerance no longer exist. We look to the day where all families thrive, and children have within their reach the tools to succeed. We will work to achieve our vision by living our mission and honoring our values each day."

We aspire to be an organization that:

Is responsive to the community
Is compassionate and non-judgmental
Respects Diversity
Empowers each individual and family
Works as a team
Encourage innovative and creative ideas
Maintains strong ethics and integrity

THE UPPER ROOM, A FAMILY RESOURCE CENTER

Audited Financial Statements

For The Fiscal Years Ended
June 30, 2023 and 2022

PENCHANSKY & CO. PLLC
CERTIFIED PUBLIC ACCOUNTANTS

THE UPPER ROOM, A FAMILY RESOURCE CENTER

Table of Contents

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
The Upper Room, A Family Resource Center
Derry, New Hampshire

We have audited the accompanying financial statements of The Upper Room, A Family Resource Center (a nonprofit organization), which comprise the statements of financial position as of June 30, 2023 and 2022, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Upper Room, A Family Resource Center as of June 30, 2023 and 2022, 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. 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 The Upper Room, A Family Resource Center and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. 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 the 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 The Upper Room, A Family Resource Center's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

70 Stark Street / Manchester / New Hampshire 03101 / 603-647-2400 / In Nashua 595-8600 / Fax 647-6495

Auditor's 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 generally accepted auditing standards 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 generally accepted auditing standards, 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 The Upper Room, A Family Resource Center'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 The Upper Room, A Family Resource Center'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.

Penchansky + Co PLLC

Penchansky & Co., PLLC
Certified Public Accountants
Manchester, New Hampshire

October 30, 2023

THE UPPER ROOM, A FAMILY RESOURCE CENTER

Statements of Financial Position

As of June 30,

ASSETS

	Without Donor Restrictions	With Donor Restrictions	2023 Totals	2022 Totals
Current Assets:				
Cash and Equivalents	$ 1,655,521	$ 205,392	$ 1,860,913	$ 1,681,561
Accounts Receivable	57,181	0	57,181	72,785
Promises to Give	40,000	30,000	70,000	104,428
Prepaid Expenses	0	0	0	6,120
Total Current Assets	1,752,702	235,392	1,988,094	1,864,894
Fixed Assets:				
Leasehold Improvements	104,275	0	104,275	80,755
Equipment and Furniture	88,518	0	88,518	85,127
Less: Accumulated Depreciation	(110,086)	0	(110,086)	(100,515)
Net Fixed Assets	82,707	0	82,707	65,367
Other Assets:				
Investments, at Market Value	84,748	0	84,748	81,786
Total Assets	$ 1,920,157	$ 235,392	$ 2,155,549	$ 2,012,047

-Continued on Next Page-

See Notes and Independent Auditor's Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER

Statements of Financial Position

As of June 30,

LIABILITIES AND NET ASSETS

	Without Donor Restrictions	With Donor Restrictions	2023 Totals	2022 Totals
Current Liabilities:				
Accounts Payable	$ 7,063	$ 0	$ 7,063	$ 39,332
Other Current Liabilities	8,995	0	8,995	10,950
Accrued Payroll and Taxes	42,704	0	42,704	39,349
Total Liabilities	58,762	0	58,762	89,631
Net Assets:				
Total Net Assets	1,861,395	235,392	2,096,787	1,922,416
Total Liabilities and Net Assets	**$ 1,920,157**	**$ 235,392**	**$ 2,155,549**	**$ 2,012,047**

See Notes and Independent Auditor's Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Statements of Activities and Changes in Net Assets
For The Fiscal Years Ended June 30,

	Without Donor Restrictions	With Donor Restrictions	2023 Totals	2022 Totals
Revenue and Support:				
Grants and Contracts	$ 783,800	$ 235,392	$ 1,019,192	$ 1,261,320
Contributions	85,853	0	85,853	53,874
Program Revenue	6,686	0	6,686	7,388
Fundraising - Gaming, Net of Expenses	133,686	0	133,686	118,172
Fundrasing - Auction and Other	147,060	0	147,060	116,575
Interest	4,096	0	4,096	1,774
In Kind Contributions	328,487	0	328,487	193,623
Net Assets Released from Restrictions:				
Satisfaction of Donor Stipulations	109,278	(109,278)	0	0
Total Revenue and Support	1,598,946	126,114	1,725,060	1,752,726
Expenses:				
Program Services	1,396,208	0	1,396,208	1,247,535
General and Administrative	108,061	0	108,061	116,646
Fundraising	46,420	0	46,420	42,308
Total Expenses	1,550,689	0	1,550,689	1,406,489
Changes in in Net Assets	48,257	126,114	174,371	346,237
Net Assets - Beginning of Period	1,813,138	109,278	1,922,416	1,576,179
Net Assets - End of Period	**$ 1,861,395**	**$ 235,392**	**$ 2,096,787**	**$ 1,922,416**

See Notes and Independent Auditor's Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Statements of Functional Expenses
For The Fiscal Years Ended June 30,

	Program Services	General and Administrative	Fund Raising	2023 Totals	2022 Totals
Expenses:					
Salaries and Wages	$ 735,761	$ 86,231	$ 17,468	$ 839,460	$ 765,781
Payroll Taxes	58,345	6,231	1,353	65,929	63,432
Employee Benefits	24,119	2,056	0	26,175	14,453
Grant Expense	39,111	0	0	39,111	107,877
Professional Fees	33,834	1,713	1,502	37,049	59,671
Supplies	40,538	6,998	0	47,536	36,734
Repair and Maintenance	35,528	456	0	35,984	31,967
Office	20,060	3,250	0	23,310	46,013
Utilities	39,621	184	0	39,805	15,221
Depreciation	9,476	96	0	9,572	15,317
Insurance	13,272	50	0	13,322	13,772
Travel and Conferences	15,654	0	0	15,654	12,144
Postage and Printing	2,402	796	0	3,198	4,509
Auction Expenses	0	0	26,097	26,097	25,975
Inkind Expense - Occupancy	64,800	0	0	64,800	64,800
In Kind Expense - Program and Supplies	263,687	0	0	263,687	128,823
Total Expenses	$ 1,396,208	$ 108,061	$ 46,420	$ 1,550,689	$ 1,406,489

See Notes and Independent Auditor's Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Statements of Cash Flows
For The Fiscal Years Ended June 30,

	Without Donor Restrictions	With Donor Restrictions	2023 Totals	2022 Totals
Cash Flows from Operating Activities:				
Changes in Net Assets	$ 48,257	$ 126,114	$ 174,371	$ 346,237
Adjustments to reconcile changes in net assets to net cash provided (used) by operating activities:				
Depreciation	9,572	0	9,572	15,317
(Increase) Decrease in Accounts Receivable	15,604	0	15,604	37,835
(Increase) Decrease in Promises to Give	(14,850)	49,278	34,428	(104,428)
(Increase) Decrease in Prepaid Expenses	6,120	0	6,120	(1,222)
Increase (Decrease) in Accounts Payable	(32,269)	0	(32,269)	18,269
Increase (Decrease) in Accrued Payroll and Taxes	3,355	0	3,355	4,867
Increase (Decrease) in Other Current Liabilities	(1,955)	0	(1,955)	2,591
Total Adjustments	(14,423)	49,278	34,855	(26,771)
Net Cash Flows Provided (Used) by Operating Activities	33,834	175,392	209,226	319,466
Cash Flows from Investing Activities:				
Acquisitions of Fixed Assets	(26,912)	0	(26,912)	0
Acquisitions of Investments	(2,962)	0	(2,962)	(33,145)
Net Cash Flows Provided (Used) by Investing Activities	(29,874)	0	(29,874)	(33,145)

-Continued on Next Page-

See Notes and Independent Auditors Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Statements of Cash Flows
For The Fiscal Years Ended June 30,

	Without Donor Restrictions	With Donor Restrictions	2023 Totals	2022 Totals
Net Increase (Decrease) in Cash and Equivalents	$ 3,960	$ 175,392	$ 179,352	$ 286,321
Cash and Equivalents - Beginning of Period	1,651,561	30,000	1,681,561	1,395,240
Cash and Equivalents - End of Period	**$ 1,655,521**	**$ 205,392**	**$1,860,913**	**$1,681,561**
Cash Paid During the Period for:				
Interest	$ 0	$ 0	$ 0	$ 0
Income Taxes	$ 0	$ 0	$ 0	$ 0
Non Cash Transactions During the Period:				
In Kind Contributions	$ 328,487	$ 0	$ 328,487	$ 193,623

See Notes and Independent Auditors Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2023 and 2022

Organization and Purpose:

The Upper Room, A Family Resource Center, (the "Organization") is a tax-exempt organization located in Derry, New Hampshire. The Organization's mission is to strengthen individuals and families by providing education, services and resources to enable healthy and self-sufficient lives.

The Organization's programs and services currently consist of the following;

Programs:

Youth Development Programs

1. *Adolescent Wellness Program* (AWP), a comprehensive program promoting adolescent wellness through educational programs (Challenge Course, Take Control), parent support and access to services;
2. *Greater Derry Juvenile Diversion* (DGJD), an alternative to court for first time juvenile offenders;
3. *HiSet*, collaboration with Pinkerton Academy, the state's largest high school, for youth 16 – 21 getting ready to take the HISET test in order to achieve a high school equivalency diploma;
4. *Phases Course* (PC)- Youth receive 12 hours of instruction during which they identify their personal relationships with substance addiction.
5. *Take Control* (TC)- Youth receive 10 hours of anger management strategies.
6. *Rejuven8* (R8), a school day program for high school students with multiple day suspensions.
7. *Teen Talk* (TT), a weekly after school strength-based prevention education program for youth aged 13-18.
8. *Expressions*, a weekly after school strength-based prevention education program for youth aged 13-18.
9. *Parent & Caregiver Café* (PaCC), an open-ended weekly support group for parents/caregivers to discuss concerns and learn strategies.
10. *Vaping Deterrent Workshops* (VDW), a monthly educational workshop for youth aged 11-14 and 13-18 to learn to break the vaping habit and replace it with healthier options.
11. *Community Service-Learning Opportunities*- Provides diverse supervised leaning opportunities for youth aged 13-18/19 and works to build key skills.
12. *Y.E.S.*- Delivers effective shoplifter education to prevent further incidents.

Family Strengthening and Wellness Programs

1. *Family Wellness* - Parenting classes and support groups for parents;
2. *Greater Derry Family Outreach* (GDFO), short term, in-home parenting education and counseling;
3. *Teen Information for Parenting Success* (TIPS), a support program for young parents;
4. *Food Pantry* - Offering food to low-income individuals and families.

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Family Strengthening and Wellness Programs - Continued

5. *Kinship Navigation Program*- Comprehensive support and services to grandparents and caregivers raising a child.
6. *Case Management*- Staff and family identify and secure services needed to meet family goals and develop a service plan.
7. *Parent Education*- FW coordinates, facilitates and promotes evidence-based parenting programs, workshops and presentations.
8. *Connect*, a support and discussion play group offering advice and community connections for caregivers with child enrichment activities for preschoolers.
9. *Preventive Counseling*- Short term therapeutic intervention for individuals, families and/or teens.
10. *Compass*- Case management/ navigator support services in Rockingham County to homeless youth or those at imminent risk of homelessness who are aged 25 and under.
11. *Launch*- Regional Early Childhood Collaboration building assets that strengthen children's access to services and support.

Services:

1. *Volunteer/Internship Program* - Offering service opportunities to college students through supervised internships and volunteer opportunities for community members;
2. *Resource and Referral Services* - Providing information and referrals to meet the needs of the community.

All programs and services adhere to the principles of Family Support America.

NOTE 1 – Summary of Significant Accounting Principles:

Method of Accounting

The Organization's policy is to prepare its financial statements on the accrual basis of accounting. The accrual basis recognizes income when earned and expenses when incurred.

Basis of Presentation

The Organization presents information regarding its financial position and activities according to Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities.* The amendments in this ASU make improvements to the information provided in the financial statements and notes for not-for-profit entities. In accordance with the update, the Organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

-Continued on next page-

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2023 and 2022

NOTE 1 – Summary of Significant Accounting Principles: -Continued

Net Assets without Donor Restrictions – These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program related services, raising contributions, and performing administrative functions.

Net Assets with Donor Restrictions – These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, which is until the stipulated time restriction ends or the purpose of the restriction is accomplished,

Leasing Activity

As of July 1, 2022, the Organization has adopted the provision of ASC Topic 842 *Leases.* Management has reviewed the Company's leasing agreements and has determined than the Organization has no leases which meet the criteria for ASC topic 842.

Use of Estimates in the Preparation of Financial Statements

Management used estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Cash and Equivalents

For purposes of the statements of cash flows, the Organization considers all highly liquid deposits with maturity of three months or less to be cash and/or cash equivalents. At June 30, 2023 and 2022 the Organization had no cash equivalents

Accounts Receivable

Accounts receivable are reported net of an allowance for doubtful accounts. The allowance is based on management's estimate of the amount of accounts receivable that will actually be collected. Management asserts that all receivables at June 30, 2023 and 2022 were collectible and therefore has not established an allowance for doubtful accounts.

-Continued on next page-

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2023 and 2022

NOTE 1 - Summary of Significant Accounting Principles - Continued:

Promises to Give

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions are reported according to donor restrictions. The organization uses the allowance method to determine uncollectible promises to give. The allowance is based on prior years' experience and managements' analysis of specific promises made.

Income Taxes

The Organization has been determined to be a tax-exempt organization under Section 501(c) (3) of the Internal Revenue Code. Form 990, Return of Organization Exempt from Income Tax, which is an information return, is filed annually.

The Organization has evaluated its tax positions for all open tax years. Management believes all tax positions taken would be upheld under examination. No provision for the effects of uncertain tax positions have been recorded for the years ended June 30, 2023 and 2022. The Organizations informational returns remain open to examination by taxing authorities for a period of three years.

Fixed Assets

Fixed assets are recorded at cost at the time of acquisition, or at fair market value if donated. The Organization capitalizes fixed assets in excess of $1,000. Depreciation is calculated by the straight-line method over their estimated useful lives. Repairs and maintenance are charged to operations as incurred whereas major improvements are capitalized. The estimated useful lives of the assets are as follows:

Description of Asset	Method	Estimated Life
Equipment and Furniture	Straight-Line	5 - 7 years
Leasehold Improvements	Straight-Line	7-20 years

Accrued Compensated Absences

Employees of the Organization are entitled to paid vacations, holiday, sick, and personal days off, based on job classification, length of service, and other factors. The Organizations policy is to accrue all vacation time as earned, but to recognize the cost of sick and personal days compensated absences when actually paid to employees. Compensated absences for employees accrued at June 30, 2023 and 2022 totaled $13,755 and $12,872, respectively.

-Continued on next page-

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2023 and 2022

NOTE 1 - Summary of Significant Accounting Principles - Continued:

Donated Materials and Services

The Organization records the value of donated material and services when there is an objective basis to measure their value. Donated material and services for programs are recorded as in-kind donations in the financial statements at their estimated fair value on the date of receipt. Donated items for the annual auction are calculated at their fair value and reported in net proceeds from fundraising. The Organization also recognizes an estimate of contributed occupancy expenses since the program and office facility is leased for the Town of Derry at a rate of $1 per year. Volunteers have donated a total of 2,345 hours in assisting the Organization with its fundraising, special projects and program services. Theses contributed services are critical to the success of the organization's mission, but do not meet the criteria for recognition in the financial statements.

Functional Expenses

The expenses the Organization incurs while providing its programs are allocated on a functional basis based on an estimate of personnel time.

Investments

The Organization accounts for investments following current accounting standards, under which its marketable investment securities are reported at fair market value at the date of the financial statements. Accordingly, realized gains and losses resulting from sales or distributions, as well as unrealized holding gains and losses are included in the statement of activities.

NOTE 2 – Concentrations:

Revenue:

The Organization received 13.5% and 12.0% of it support from one source for the years ending June 30, 2023 and 2022, respectively. Management does not believe that this relationship will be terminated.

Cash:

The Organization maintains accounts with various commercial banks. Cash in these accounts may at times exceed the amounts insured by the Federal Deposit Insurance Corporation. Management does not consider these funds to be at significant risk.

-Continued on next page-

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2023 and 2022

NOTE 3 – Retirement Plan Expenses:

The Organization sponsors a 403(b)-pension plan for its employees. Under the plan employees may voluntarily contribute up to the IRS maximum contribution. The contribution applies to individual accounts issued to each participant. The Organization does not regularly contribute to this plan. The Organization offers a Retirement Incentive Option to those employees who contribute a minimum of 3% or more of their annual pay into the Organizations 403(b) plan. After each year of contributing at least the minimum 3%, the Organization will deposit $250 into the employee's retirement plan account for full time employees and $125 for regular part time employees. Contributions made to the plan by the Organization for the years ended June 30, 2023 and 2022 were $0 and $500, respectively.

NOTE 4 – Fundraising - Gaming:

Fundraising revenue - gaming is from regularly scheduled bingo and poker games and is reported net of fundraising expenses as follows at June 30,

2023	Bingo/ Lucky Seven	Poker	Total
Revenue – Gaming	$ 180,455	$ 114,536	$ 294,991
Expenses – Gaming	(161,305)	(0)	(161,305)
Net Income – Gaming	$ 19,150	$ 114,536	$ 133,686

2022	Bingo/ Lucky Seven	Poker	Total
Revenue – Gaming	$ 453,760	$ 59,920	$ 513,680
Expenses – Gaming	(389,008)	(6,500)	(395,508)
Net Income – Gaming	$ 64,752	$ 53,420	$ 118,172

NOTE 5 – Net Assets:

Net assets without donor restrictions include net assets whose use is not restricted by donors.

Net assets with restrictions include net assets whose use is restricted by the donor with specific time or purpose limitations. The Organization's policy is to report donor restricted contributions whose restrictions are met in the same reporting period as unrestricted support, as there is no effect to reported restricted net assets.

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NOTE 5 – Net Assets: - Continued

Net assets restricted by time or purpose at June 30, were as follows:

	2023	2022
Teen Information for Parenting Success	$ 7,500	$ 0
Adolescent Wellness	0	20,000
General & Administrative	80,000	0
Equipment Purchase	8,867	0
Launch	0	79,278
Trestle	29,025	0
PCS	40,000	0
Family Wellness	60,000	0
CSLO	10,000	10,000
Total net assets restricted by time or purpose	$ 235,392	$ 109,278

NOTE 6 – Lease Agreement:

The Organization occupies office and program space under a lease agreement with the Town of Derry which requires a payment of $1 each February 1. The term of the lease is for twenty years through February 1, 2041. All utilities, repairs, maintenance and improvements are the responsibility of the Organization.

NOTE 7 – Liquidity:

The Organizations financial assets available within one year of the balance sheet date for general expenditures are as follows:

	June 30, 2023
Cash and Equivalents	$ 1,860,913
Accounts Receivable	57,181
Promise to Give	70,000
Investment	84,748
Total	$ 2,072,842

The Organization has $2,072,842 of financial assets available within one year of the balance sheet date to meet cash needs for general expenditures. None of these financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditures within one year of the balance sheet date. The association has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

-Continued on next page-

NOTE 8 – Fair Value Measurements:

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value as of June 30, 2023;

	Quoted prices in active market for identical assets Level 1	Significant other observable inputs Level 2	Significant unobservable inputs Level 3	Total
Mutual Funds	$0	$84,748	$0	$84,748

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value as of June 30, 2022;

	Quoted prices in active market for identical assets Level 1	Significant other observable inputs Level 2	Significant unobservable inputs Level 3	Total
Mutual Funds	$0	$81,786	$0	$81,786

NOTE 9 – Subsequent Events:

Subsequent events have been evaluated thru October 30, 2023, which is the date the financial statements were available to be released. Management has determined that there were no material events that would require disclosure in the Organizations financial statements through this date.

The UPPER ROOM, a Family Resource Center
BOARD OF DIRECTORS

36 Tsienneto Road, Derry, NH 03038; (603) 437-8477 Updated: 3/18/2024.

The full board meets the 3rd Wednesday of assigned months at 6:30 PM. The Executive Committee meets the 1st Wednesday of the month at 6:30 PM. The Finance Committee meets quarterly with monthly reviews.

Brenda Guggisberg, Executive Director, (8/2016)

Charlene Puzzo, Past President (9/2016)

Mat Solso, President (09/2019)

Alexis Brophy President Elect (9/2016)

Tyler Hall, Treasurer (3/2018)

Robert St. Amand, Secretary (1/2020)

Jeremy Lane Board Member (8/2013)

Gale Stanley, Board Member (4/2010)

Elizabeth Bergeron, Board Member (12/2019)

Christen Evans Board Member (10/2022)

Chuck Nuskey (3/2023)

Chloe Golden (9/2023)

Nicole Larcomb (3/2024)

Advisory
Jacob D Wiesmann, Past President (6/2012)

Renee Fellows, Past President (1/2010)

Kelsey L. Mayland

EDUCATION

University of New Hampshire/ Department of Labor, Remote
Building Futures Together, Certificate in Behavioral Health | Apprenticeship Program — March 2023

Southern New Hampshire University, Manchester, NH
Bachelor of Science, Justice Studies | Minor in Business — Dec 2016
GPA 3.8, President's List | Nu Iota Honor Society | SNHU Justice Studies Association

New Hampshire Technical Institute, Concord, NH
Associate of Science, Criminal Justice — May 2015
GPA 3.93, Dean's List | Phi Theta Kappa Honor Society | Criminal Justice Club | Certified Victim Witness Advocate

RELATED EXPERIENCE

Director of Youth Services, **The Upper Room,** Derry, NH — May 2021-Present
- Coordinate anger management course, substance misuse prevention course, drop-in groups for teens, community service, vape education workshop and parent support group; oversee suspension program; work closely with and manage up to 8 employees; coordinate the Diversion program; manage 15 community volunteers
- Track data, submit reports to funders, conduct intake and exit meetings, prepare coursework, conduct meetings
- Communicate with youth and families to make connections and assist with obtaining goals; network with community organizations to gain knowledge and resources for clients; create and implement Agency Navigation
- Diversion Volunteer May 2015-May 2021|Educational Youth Mentor August 2017 – July 2018|Adolescent Wellness Program Coordinator May 2021|Added Diversion Coordinator July 2022 |Title change to Director July 2023

Admissions / Office Assistant (Temporary), **Granite State Trade School,** Raymond, NH — June 2018-Oct 2018
- Communicated via phone and email to provide information about the school, programs, and admissions process
- Assisted students with registration for long and short-term classes, prepared rosters and attendance sheets to support faculty; oversaw cash tally sheets, state reporting forms, and tuition payment to ensure accurate financial records

Educational Youth Mentor, **The Upper Room,** Derry, NH — Aug 2017-July 2018
- Provided support to students 16-21 to prepare them for HiSET tests; created and presented lessons on all subject matters; helped students to explore potential colleges; assisted with resume and cover letter writing and general job preparedness
- Facilitated community service for youth ages 12-17; communicated with diverse members of the community to organize and facilitate the completion of projects; explained community interactions and life lessons to support youth

Youth Specialist, **NH-JAG,** Manchester, NH (Organization Closed) — April 2017-June 2017
- Provided support to students 16-24 through one-on-one guidance, mentoring and assistance with life skills; assisted with test preparation, identifying training programs and jobs, and enrolling in college
- Organized materials and entered student information into the database to ensure accuracy and create a structured environment; served as a liaison to schedule appointments with organizations and students
- Offered continued follow-up services to students to ensure long-term success and program completion

Transfer Student Worker/Assistant, **SNHU Office of Transfer Admissions,** Manchester, NH — Sept 2015-Dec 2016
- Answered multi-line phone system and responded to emails professionally to provide exceptional service to students and visitors; participated in call nights; helped prepare for and work at transfer events
- Interacted with incoming transfer students to shared information and helped them feel welcome to the campus community

ADDITIONAL EXPERIENCE

Co-Owner / Event Planner, **A&K Events,** Candia, NH — Jan 2023 – Current
Legal Assistant, **Sheehan Phinney Bass & Green PA,** Manchester, NH — Oct 2018-May 2021
Lead Sales Clerk, **Shooters Outpost,** Hooksett, NH — Dec 2012-Nov 2016

SKILLS AND INTERESTS

- **Skills:** Worldox, QuickBooks, Microsoft Word, PowerPoint and Excel; light Spanish
- **Interests:** Helping others, planning, hiking with our dog, kayaking, camping, traveling, kickboxing

Joi Kenny

Adolescent Wellness Program Coordinator
The Upper Room
Derry NH Jan 2024-Present

Responsible for managing and facilitating the following programs:
(Youth ages 13-18 yrs.)
Community Service-Learning Opportunities
Expressions- Teen Group
Take Control- Anger Management classes

Work Experience:
Education Coordinator, Department of Children and Families- All of Greater Lowell area
DCF/Elliot - Chelmsford, MA
July 2022 to November 2023

Responsible for the education of all youth in DCF care, foster care. Attend all special education meetings, advocate for any and all educational needs, ensure compliance with all state and Federal laws and regulations. Attend Best Interest Determination meetings, manage and maintain all educational records, consult with social workers, attorneys. Position was remote with 2 days being in office in Chelmsford. Moved to Derry NH and wanted to be closer to home full time with having children in Derry schools.

Program Coordinator Autism Support center
Northeast Arc - Danvers, MA
December 2020 to June 2022

Program Coordinator: Received all incoming calls, completed all intakes, placed referrals, provided resources. Planned all family events from start to finish. Ended position when moving to another state.

Special Education Consultant
Joi Kenny Special Education Advocacy Services - Danvers, MA
February 2017 to May 2023

Owner of Special Education consulting services. Contracted by parents/caregivers to advocate for the educational needs of their student. I would model effective communication, team work to ensure their student was able to achieve success. Maintained excellent relationships with teams within all school districts. Ensured timely compliance of all plans. Prepared for and attended mediations, prepared cases for hearings. Having extensive knowledge and experience with both children and adults with ASD, mental health struggles and trauma made it possible to advocate for all students. Conducted class observations and also worked with parents to establish in home behavior plans.

Family Partner
CBHI Lahey- Children's Behavioral Health - Beverly, MA
November 2017 to December 2020

As a family partner I worked with youth and parents/caregivers in the home, at school, in the community or hospital.
Caseload included children with significant emotional/behavioral mental health needs. I worked to guide families through crisis management, setting goals, setting realistic boundaries, offered support with building family connections. Kept daily documentation, completed intakes, and completed family assessments. Worked with parents on connecting them to outside resources in their communities that are helpful to their needs. Educated parents/caregivers about their students rights to an appropriate education.

Trauma Informed Care trainer
Lahey Behavioral Health CBHI - Beverly, MA
December 2018 to June 2020

Was chosen as 1 of 7 employees of Lahey Behavioral Health to become trained as a Trauma Trainer. I was trained in Trauma Informed Care by the Klingberg Trauma Institute becoming a member of a Trauma Task Force. This task force was developed to ensure school districts, outside providers have an understanding of the effects of trauma, how to identify trauma and respond appropriately. Provided training around ACE's, generational traumas and crisis intervention.

Rehabilitation Coordinator
Genesis Healthcare - Peabody, MA
December 2014 to November 2017

After working for nine months our department was without a Director. I quickly learned all that was required as the first contact, liaison between nursing, Physicians, therapists and caregivers. Answering all phone calls, running month-end reports, ordering all equipment, office supplies. Completed monthly audits of patient charts.
As a mother of a now adult with special needs I also bring with me extensive knowledge of Developmental Delays. I have worked as a special education advocate not only for my own daughter but for many other families. Vast knowledge of Autism Spectrum disorders, IDD, learning disorders, ABA therapy.
Volunteer as asst. Coach for Special Olympics.
Coach for Peabody Little League Softball
PTO President for Center School- 2 years
PTO Secretary- 2 years

Education

Associate in Cosmetology
North Shore Community College - Massachusetts
2001
Associates- Science NSCC
Certificate-Special Education Advocacy- Federation For children with Special Needs FCSN
Certificate- Business of Advocacy- Council of Parent Attorney and Advocates
Trained in Therapeutic Training and Support services
Trained in Motivational Interviewing

Skills:

• Microsoft office, Excel, Outlook. Successful time management skills, highly organized, great interpersonal skills, facilitation of groups for children, teens and parents. I'm able to work well under pressure. Experience working with outside vendors, patients, families, school districts. Running month end reports. Run support groups. Able to de-escalate children, teens in crisis. Able to quickly build rapport with others.

- Experience with Applied Behavior Analysis
- Special Needs
- Autism
- Special Education
- Behavior Management
- Child protective services
- Behavioral Health
- Classroom Management
- Social Work
- Experience with Children/teens
- Crisis Intervention
- Case Management
- Developmental Disabilities
- Mental Health Counseling
- Group Therapy
- Experience Working with Students with differing abilities
    - Education administration
    - Facilitate support groups
    - Motivational Interviewing

NPI# 1780196444

Certifications and Licenses

Cosmetologist license
June 2001
Associates Science
Special Education Advocate trained by The Federation of Children with Special Needs
2010- Present
Successfully advocate for the needed services for children. Knowledge of MA laws and regulations.

CPR/AED
Present

Mental Health First Aid
Present

Groups

Special Olympics, Express Yourself, Peabody Little League Softball, Center school PTO secretary.
Chaperone, asst coach, coach, and volunteer for programs.
Secretary for Center School PTO
September 2017 to June 2019
Took minutes of all monthly meetings, printed minutes for president approval.
President of Center School Parent Teacher Organization
June 2019 to 2021
Collaborates with teaching staff, outside vendors. Plans all in school events, supervises all volunteers, runs monthly school meetings. Acts as a leader for the PTO and encourages family

Involvement.

Trauma trainer

Trained by Klingberg Trauma Institute- Train the trainers-Trauma Informed Care

SPANN Special Needs Advocacy Network member

Present

COPAA member Council Of Parent Advocates and Attorneys

Present

Additional Information

Professional and personal references available upon request.

MIMI C. BERGERE

2021-Present The Upper Room; Derry, NH
Teacher / Intakes & Administration

- Instructor, The Rejuven8 Program
- Weekly, Monthly Reporting
- Intake Meetings with Students and Parents
- Instructor for Take Control, a youth anger management series.

2016-2019 **Granite State Independent Living, Manchester NH**
Lead Transition Specialist

- Lead Instructor for 14 Week Career Readiness Program
- Coordinated services for thirteen area high schools
- Botvin Certified/ Transition Specialist Certified
- Event and Public Relations Planning and projects.

2014-2015 **YWCA NH; Manchester, NH**
Youth & Community Programs Coordinator

- Supervisor of Volunteer & Intern Programs; including Crisis Services
- Community Trainer and Outreach Provider; Expansion of community partners
- Advocate for clients in crisis; Domestic Violence/Sexual Assault
- Youth Asset Development Specialist and trainer: Botvin LifeSkills, PACT
- Marketing/Facilitation of Parent Support & Education programs
- Manger of Family Education Collaborative; multiple community partners.
- Focused case management work with teen/young parents.

2013 **Child & Family Services; Group Home, Concord NH**
Youth Counselor/House Manager (PT)

* Supervision & counseling for adjudicated/abused & neglected youth.
* Medication Certification

2006-2012 **Dover Housing Authority**; Seymour Osman Community Center
The Quantum Program Director/High School

- After school academic and youth asset development for "at risk" teens.
- Job readiness /high school level curriculum educator.
- Created and implemented all developmental programming & activities.
- Created evaluation tools & tracking student progress in multiple areas.
- Coordination of social, emotional and career skills programming/service learning projects/ cultural arts activities and curriculum.
- Mentoring Program Director
- Support services for parents, families and school personnel.

99% of Quantum graduates accepted to post-secondary institutions
99% of students had no negative interaction with law enforcement

2000-2004 **Granite State Youth Mentors**, State Mentoring Partnership

Executive Director

- Creation of services and programs for new statewide agency supporting all youth mentoring programs.
- Reported to Phil McLaughlin, NH Attorney General and NH Charitable Foundation.
- Direction and coordination of statewide public awareness strategies.
- Programmatic training institutes and technical support for 40 local programs.
- Community outreach workshops to business and state organizations.
- Federal/State grant administration/Grant writing.
- Supervision of all operations and program staff.
- Author of Training Manuals and presenter of training services.
- Member of Public Policy Council, National Mentoring Partnership.

Increased mentoring matches statewide by 75%

1994-2000 **New Hampshire Partners in Education**, Barrington, N.H.

Executive Director

- Responsible for creation and administration of operational budget for educational agency serving NH schools and school volunteers.
- Direction and coordination of all programs, awards events and training workshops.
- Presentation of community outreach workshops.
- Direction of fundraising activities; grant writing.
- Supervision of professional staff of four.
- Public speaking to civic/youth/educational/business groups.
- Writing and editing of educational materials.
- Consultant to business and school staff in establishing/ retaining volunteers.

Founder of NH School-Based Mentor Program, Rochester Middle School

Education

University of California at Berkeley ~ Berkeley, CA

BA with honors from the School of Journalism

Numerous certifications in teen suicide prevention, bullying, oppositional defiant disorder, trauma informed counseling of children experiencing Domestic Violence, Sexual Assault, ADHD, Positive Youth Development, Addiction & Recovery. Crisis Services/Confidentiality Certification 2014/ United Way Speakers Bureau Certification 2014/Certified in Quality Standards of Family Strengthening & Support 2015 (NH Children's Trust)

Alice F. Major

[redacted]

CAPABILITY: Expert at collaborating with School Districts Administrators, Teachers and facilitating education wellness programs for students, emphasizing building and cultivating strong community partnerships, and providing leadership that strengthens individuals, families, and the community.

PROFESSIONAL EXPERIENCE

2020 – CURRENT THE UPPER ROOM **Derry, NH**

Teacher- School Liaison Rejuvenate

- Planning and implementing instruction, lessons, activities, and tutoring for Reading, Writing, Math, Science, Career, Health, and Social Studies
- Independently facilitate group instruction and individual tutoring to address specific academic needs and develop student knowledge and skills.
- Provide workshops/activities/ideas to support students' social-emotional transition to adulthood and wellness.
- Effectively establish a positive rapport with students, parents, or school staff, being flexible to meet changing student needs.
- Establish Clear boundaries and group norms for programs to ensure consistency.
- Provide feedback regarding student progress, expectations, goals, and activities.
- Assist with organizing all tutoring services for students needing assistance, including the intake coordinator and students needing services, ensuring access to support.
- Encourage, engage, motivate, and support students in the learning process to ensure a positive classroom environment.
- Prepare and support mandatory reporting, attendance, and documentation of programs.
- Develop individual lesson tutoring plans that foster student self-confidence and career direction.

2017 – 2020 TIMBERLANE REGIONAL HIGH SCHOOL **Plaistow, NH**

Para-Educator and Assistant Track & Field Coach

- Assisted the teacher in general daily classroom activities,
- Helped special needs students care for their physical and emotional health and safety, affirming their abilities and striving to promote dignity in all relationships.
- Assisted students in achieving academic success in Spanish, Health, Science, Math, Social Studies, and Learning Center classes.
- Worked with students one-on-one and in a group setting to help them with their comprehension and understanding of their classwork and homework

2014 – 2017 PLAISTOW PUBLIC LIBRARY **Plaistow, NH**

Logistics & Community Education Liaison

- Facilitated the first partnership in the 24-year history of the Library with The Timberlane Regional School District and the Superintend of the SAU 55.
- Authored and coordinated the first Annual Southern NH community-wide grant program entitled Community Stories: Soldiers Home & Away across nine towns, Timberlane Regional School District, Veterans groups, and local area businesses
- Produced 50 educational programs for Community Stories: Soldiers Home & Away, connecting over 1,000 attendees of civilian, adults, teens and children with the Veteran Community.
- Initiated a new mentoring program for middle and elementary school students called READING BUDDIES. This resulted in 37 students participating in the program from the middle and elementary

schools.
- Served as the Library's Media Coordinator and Representative and generated interviews on CNN, WMIR and WGIR, Published articles in Eagle-Tribune, Union Leader, Tri-Town News, Hippo Press, and Carriage Town News.
- Established a Volunteer Coordinator Program by developing comprehensive, detailed roles/responsibilities and a formal policy and procedure manual. As a result, the library received hours of in-kind services monthly and an online sign-up of a coordinated volunteer program.
- Formed a partnership with the New Hampshire Army National Guard and secured a Blackhawk helicopter landing at the Timberlane Regional School to launch the project of Community Stories: Soldiers Home & Away. This resulted in 60 area Veterans attend the event and 300 Timberlane students tour the Helicopter.
- Successfully developed, implemented, and executed a strategic plan for the Veterans Services Fair and Closing Event. This included logistical buy-in and partnership with the Plaistow Chief of Police, Fire Chief and Superintendent of SAU 55, Boy Scouts Explorer Group of Sandown and Plaistow Community, and the Administration at the Timberlane Regional School District.
- Formed a Teen Advisory Board in the Middle and High schools and increase the number of youth patrons for the library.

2011 – 2014 AMERICAN RED CROSS OF NH **Concord, NH**

Major Gift Officer
- Generated $220,000 in grants & corporate donations from the Southern NH area year after year.
- Produced, managed the organization's first grant partnership with NH Homeland Security & FEMA, and trained 658 community members in safety and disaster preparedness.
- Deveoped a strategic campaign and volunteer outreach for the municipal market, increasing revenue generation by 20%.
- Created speakers circuit and spoke on behalf of the agency to numerous corporations, community organizations, schools, and municipalities.
- Established a strategic three-year Golf event, incorporating agency Board of Directors and leading Philanthropist in the community resulted in generating $43,000 for the organization in net revenue.

2003 – 2011 HEAR in NEW HAMPSHIRE **Hooksett, NH**

Director of Development
- Established successful grant proposals; resulted in generating millions of dollars in three years for the school. Average grants ranged in size from $2,500 to $160,000.
- Established the school's first partnership with local and state community groups: Dartmouth Hitchcock College, Southern NH University, Fight to Educate Committee and the Kiwanis, Rotary clubs throughout New Hampshire's towns and cities.
- Developed and solicited membership in the school's first Advisory Board Committee; resulted in having a membership comprised of: a surgeon from Dartmouth Hitchcock Hospital, vice president of Sovereign Bank, pediatrician, and internist at Southern NH Hospital, and Philanthropist from Merchants Automotive Group on the Board of Advisory Committee.
- Organized and directed press interviews, scripted agenda and talking points, and conducted follow-up activities with editors; resulted in having over 95% of all interviews published. Regularly published agency feature articles in local community media: WMUR, WGOT, WYCN, WGIR, WZID, WMUR's *Chronicle, The Boston Globe, The Union Leader, and The Nashua Telegraph.*

EDUCATION

BOSTON UNIVERSITY SCHOOL OF PUBLIC COMMUNICATION **Boston, MA**

Bachelor of Science in Mass Communication

NORTHEASTERN UNIVERSITY **Boston, MA**

Emergency Medical Technician-Paramedic

PROFESSIONAL DEVELOPMENT

Youth Mental Health First Aid- Certification	2023
Connect Suicide Prevention Training: Modules	2023
CPR/AED/Narcan – Certification	2024
Standards of Quality FSNH/Family Strengthen & Support	2023
Trauma-Informed Care Practices- Certificate	2023
Teaching Hope and Resilience for Students Experiencing Trauma	2020
Fundamentals of Coaching – Certification	2019
CPEI De-escalation -Certification	2019
Registered Behavior Technician (RBT) Training	2017

Andrea Younie

OBJECTIVE

A position which will benefit from my organizational skills, customer service experience and varied computer knowledge.

EMPLOYMENT HISTORY

- The Upper Room as Data Manager Dec 2014 – Current. Maintain client database, create reports as requested to support grant applications and management needs for reporting to state and local governmental agencies.
- Salem Family Resources as Data Manager July 2020 – June 2021. Create Reports for grant applications, maintain database and develop systems to streamline data collection and reporting.

SUMMARY OF SKILLS

Organizational

- Worked independently as a Mailroom Coordinator for a Fred B. Estabrook Co, Inc, a publishing and advertising company in New Hampton NH, Feb 93 – July 97.
- As an Independent Consultant for the Pampered Chef, had to organize my time, booths at fairs and vendor events and be organized to present the products and take orders at Cooking Shows.

Computer Knowledge

- Experienced in overall Windows based application use.
- Skilled in Microsoft Word, Excel, and easily learns new programs.
- Data Entry experience at Estabrook Co, input many names and checked for accuracy of address information. Produced and mailed 1st and 3rd class bulk mailings.

Customer Service

- Former Owner at Try Something Classes, teaching healthy cooking classes and craft classes, maintaining email list, send newsletters and social media.
- Worked as an Independent Consultant with the Pampered Chef for 2 years, had my own client base and made sure that they were satisfied with their products and the service they received.
- Worked as a receptionist for Geneva Point Conference Center, 1991 – 1993(seasonally), reservation duties, processing payments, creating bills for customers, creating work schedules for employees, and many general secretarial duties, phone answering, data entry, and filing.

EDUCATION

New Hampshire Technical Institute, Concord, NH
Associates of Science in Computer Information Systems 1992

Winnisquam Regional High School, Tilton, NH
High School Diploma, 1989
Business Class concentration such as accounting classes

Volunteer Leadership Positions

- Currently Co-Manager of the Food Pantry at The Upper Room, 2011-Current
- Auction Committee Member, The Upper Room's Annual Family Matters Auction 2011-2014
- Team Coordinator (equivalent to President of the Board) at Rhythm of New Hampshire Show Chorus, 2016-current

Carol S. Larson

Skills:

- Self-Motivated Professional
- Reliable
- Bank Reconciliations
- Accounts Receivable
- Microsoft Word
- Quickbooks Pro & Online
- Strong Work Ethic
- Detail Oriented
- Payroll (Multi-state)
- State Sales Tax Reporting
- ADP PC Payroll
- CODA Financials
- Resourceful
- Strong Organizational Skills
- Accounts Payable
- Microsoft Excel
- Harpers Payroll
- Business Cents Payroll Services

Experience:

October 2018 – Present: **Finance & Benefits Director** - Part-Time (30 hrs/wk)
The Upper Room / Derry NH
Non-Profit Family Resource Center

Payroll: Bi-Weekly for 30 employees using Business Cents Payroll Services. Includes input of hours, tracking PTO, benefit deductions, etc.

Other Duties: Accounts Payable, Accounts Receivable, Budgets, Assist with yearly audit.

April 2010 - Present: **Bookkeeper** – Part-Time (15-20 hours month)
Cellular-Freedom / Manchester NH
Cell Phone Store

Responsible for making sure all the accounting transactions for the company are entered in Quickbooks Online on a weekly or monthly basis.

Posting payroll from Paychex reports, editing transactions downloaded in Quickbooks Online from banks and adding any transactions that might be missing.

Reconciliations of monthly bank statements, Balance Sheet and P&L accounts. At year-end get all reports over to CPA for tax return filings.

Sept 2014 – Nov 2017: **Staff Accountant**
Normandeau Associates, Inc. / Bedford NH
Environmental Consulting Company

Payroll: Bi-Weekly In-house System for 250 employees in multiple states. Pay & process monthly, quarterly, annual tax returns.

Expenses: Process weekly expense reports for employees.
Reconciliations of monthly bank statements, Balance Sheet and P&L accounts.
Assist in month end close and yearend audit.

Sept 2007 – Sept 2014: **Staff Accountant**
UNIT4 Business Software, Inc. / Manchester, NH
Accounting Software Company

Payroll: Semi-monthly payroll for employees in multiple states within the United States and Canada (Approximately 150 employees total)

Other Duties: Accounts Payable, Accounts Receivable, Employee Expenses, Sales Tax Reporting, Reconciliations of monthly bank statements, Balance Sheet and P&L accounts.
Assist in month end close and year-end audit.

July 2006 – May 2007: **Assistant Controller**
Moore Center Services, Inc. / Manchester, NH
A non-profit organization that serves people with intellectual, developmental and personal challenges.

Prepared Monthly Financial Statements.
Reconciled monthly bank statements & Balance sheet accounts.
Maintained & monitored A/R aging report.
Assisted management with any financial questions & assisted Controller with projects.

1995 – July 2006: **Bookkeeper**
Greater Lawrence Educational Collaborative / Methuen, MA
Consortium of Massachusetts towns serving mentally & physically challenged children.

Payroll: Preparation, Processing, Distribution of Bi-weekly Payroll for 200+ employees.
A/P: Preparation & processing of payables for an $11 million organization.
A/R: Generated monthly & quarterly invoices based on tuition & enrollment, Maintained Aging report and made collection calls as needed.
HR duties: Administration of employee benefits and pension plans, Employee verifications, Unemployment reporting, COBRA, Open enrollment, S.S. wage forms.
Implemented new payroll system (ADP to Harpers)
Assisted in fiscal year end audit & other duties assigned by Finance Manager.

Interim Treasurer (1998 – May 1999)
Responsible for all aspects of the Accounting Dept: Payroll, A/P, A/R, G/L, Budget Administration, Bank Reconciliations, G/L Account Reconciliations and Supervised Accounting Staff

1983 – 1995: **Accounting Clerk**
W.E. Andrews Co., Inc. / Bedford, MA
Printing Company

Maintained Cash receipts & Disbursements, Processed all Payroll taxes & Quarterly taxes, Reconciled Payroll and Accounts Payable bank statements, maintained Workman's Comp reports, Administration of employee benefits (medical, life, credit unions), Prepared and distributed weekly expenses.

Education:

June 2004 — Franklin Pierce College
Salem, NH
B.S. in Accounting

LEANNE SULLIVAN

EXPERIENCE

4/29/2024 – Current
Program Coordinator/Manager Teen Information for Parenting Success, The Upper Room, Derry, NH

Oversee all functions of the TIPS program. Including facilitating a weekly parent support group, meeting with students in schools, and developing individual plans with each family.

4/24/2023 – Current
Office Manager, The Upper Room, Derry, NH

Responsible for office functions: answer phones, greet guests, maintain shared calendar, supplies, maintenance. Support staff, implement and maintain procedures. Active member of the Wellness Committee, Safety Committee and Auction Committee.

07/2015 – 4/2023
Food Service Director, Chester Academy, Chester NH

Performed all functions of running a successful food service program for 600 students and staff. Created and prepared menus according to the NSLP, implemented a safety plan based on HACCP principles. Promoted a pleasant environment for students and staff.

EDUCATION

Haverhill, MA **Associate of Business Administration**
Northern Essex Community College

SHELLY KOZA

EDUCATION

Master of Business Administration, Marketing, 1997 GPA: 4.0
Suffolk University Sawyer School of Business, Boston, MA

Digital Design Certificate, 2019
University of New Hampshire, Durham, NH

Bachelor of Science, Psychology, 1990
University of Mary Washington, Fredericksburg, VA

EXPERIENCE

Marketing and Events Manager, 2018 - Current
The Upper Room Family Resource Center, Derry, NH
- Created a new marketing strategy to include consistent brand messaging and design across all print and electronic materials.
- Established clear communications through e-newsletters, and press releases.
- Major event management: yearly planning, collaboration, marketing, and promotion for annual auction.
- Social media: managed all social media accounts, averaging a 20% increase in reach and follower growth across all platforms both organically and through advertising.
- Community engagement: increased agency visibility and interactions at family-oriented events including facilitation of monthly CONNECT Story/Craft/Play Group.

Treasurer and Social Media Manager (volunteer position), 2019 to Current
Southern NH Human Services Council, Derry, NH

Admissions Registrar / Office Administrator, 2015 to 2018
Currier Museum of Art, Manchester, NH
- Responsible for class enrollments and management of the Art Center front office.
- Collected, input, analyzed and reported weekly revenue, wages, and attendance data.
- Website design: updated classes and events on the Currier.org website using WordPress.
- Print and social media: created flyers, monthly e-newsletters, and social media posts.

Part-time Sales Associate / Gift Registry Advisor, 2013 to 2015
Macy's Department Store, Bedford, NH
- Provided personalized service to couples, gift givers and customers through direct selling, product expertise and the use of social media tools.
- Sales: Consistently met sales goals which represented 30% of total store revenue.

Technology Instructor, 2011 to 2013
Benchmark Senior Living at Greystone, Salem, NH / Connected Living, Quincy, MA
- Engaged senior residents, staff, and family members through group discussions, e-learning, and computer-based Connected Living enrichment program and activities.

Business Owner, 2005 to 2011
All That Changes, LLC. Hope, RI and Derry, NH
- Entrepreneur: launched two successful online businesses specializing in baby products and wedding/party invitations - Baby Changes and All That Invites.
- Business management: oversaw all aspects of the businesses to include web content, sales, marketing, order fulfillment, and customer service.
- Award: voted "Best of Weddings NH" by The Knot in 2010 and 2011 for outstanding customer service.

Web Product Manager, 2001 to 2003
New England Bride Magazine, Peabody, MA
- Sales: advertising sales for wedding magazine
- Web content: increased magazine and website subscriptions by 30% through engaging web content and outreach at bridal shows.

New Media Manager / Association Membership Coordinator 1999 to 2001
DCI Trade Show Productions, Andover, MA
- Managed multiple high-tech trade show associations and their community websites.
- Marketing: designed marketing flyers, brochures, and targeted e-newsletters.

Account Manager, 1996 to 1999
Vantage Direct, Chestnut Hill, MA
- Managed direct mail fundraising campaigns for non-profit organizations including campaigns for universities and social service organizations.

Sales Consultant / Class Facilitator / Nutrition Counselor, 1990 to 1993
Jenny Craig, Inc., Rockville, MD, Gaithersburg, MD and Rochester, NH
- Sales: presented program information and enrolled clients in weight loss programs.
- Counseling: provided nutritional and motivational support to clients and groups.

SKILLS

- Social Media Marketing
- Adobe Creative Suite
- Project Management
- Web Design

CERTIFICATIONS

- Digital Design Certificate, University of NH, May 2019
- Mental Health Fist Aid, 2019 and CPR/Narcan, AED and First Aid 2022
- Standards of Quality for Family Strengthening and Support 2022
- Ages and Stages Questionnaires (ASQ-3 & ASQ :SE-2), March 2022

Brenda Guggisberg

Experience: August 2016 – Current

Executive Director The Upper Room a Family Resource Center, Derry, NH

- Oversight of operations, Finance and HR functions
- Oversight of PR and agency relations
- Develop and manage budgets
- Oversee grants and development
- Development of staff and programs
- Oversight of building site, safety, and improvement plans
- Advocate and support children and families, including development of relationships with those entities that adapt policy that impacts the lives of children and families
- Development of Board, and Strategic Plans
- Develop and maintain strong relationships with funding sources
- Develop relationships with community partners
- Collaborate to provide services that are unique and meet the community needs

September 2006 –November 2015 The Upper Room, a Family Resource Center

HiSet Administrative Program Coordinator/Guidance Counselor

- Coordinate supports and services for students
- Develop program policies and practices to meet the needs of Pinkerton Academy Options program , and The Upper Room
- Facilitate and coordinate intake and assessments for incoming students seeking HiSet/High School Equivalency services, to address educational needs and to manage personal barriers to a students success so that they may more fully participate
- Foster services with Employment Security and other employment agencies
- Coordinate Life Skills /Career Pathways component of the program to provide basic competencies for young adults, to include career exploration and college investigation
- Develop relationships with Community College Admissions, for ease of support to students
- Collaborate with other area services when students have additional needs outside the program
- Develop program to meet the needs of the students
- Provide supervision to classroom instructor and tutors, including staff development and training needed to support staff in the program
- Market and promote the program
- Analyze and assess curriculum to develop strong test preparation programming
- Offer pretesting and screening services to all interested students
- Provide referrals and consults for students requiring additional supports to obtain their HiSet/High School Equivalency
- Facilitate the HiSet/High school Equivalency Team meetings

- Provide documentation and program reports to secure funding
- Collaborate with other HiSet programs to develop positive systems for students coming in to program, and appropriate referrals to area schools or agencies

December 2011-June 2016 The Upper Room, a Family Resource Center
Administrative Coordinator

- Facilitate Parenting classes and groups
- Offer parenting resources and referrals based on parent need
- Food Pantry
- Building Operations/Maintenance/Contracts
- Loss Management/Safety

December 2002 – July 2009 The Upper Room, a Family Resource Center
Program Coordinator TIPS (Teen Parenting Program)

- Facilitate school and community based educational program for pregnant or parenting teens and young adults
- Offer individual support to people seeking resources and referrals
- Coordinate, and organize a monthly "Learn and Shop" event for teens participating in the program
- Facilitate/coordinate prevention workshops for teens and/or their parents
- Assist individuals in seeking the resources they need to be most effective as parents and students
- Implement and facilitate a teen pregnancy and parenting curriculum to teens participating in the program
- Oversee a children's enrichment segment of the program, so that children of the teen parents are offered enriching activities, reading, and opportunities for group play
- Supervise childcare staff and volunteers.
- Complete grant reports and documentation requirements to secure funding
- Facilitate collaboration group to support teen parents in the Southern NH region
- Provide the educational information for Pinkerton Academy to provide an approved course for study at Pinkerton

Education: 1995 M. Ed. Guidance and Counseling, Russell Sage College, Troy, NY
1987 B.S. Psychology, Minor: Early Childhood Education,
Elmira College, Elmira NY

Professional Affiliations: (Current)
Greater Derry Londonderry Chamber of Commerce Board of Directors
Chair/Co-Chair Southern New Hampshire Human Service Council
South Central Public Health Membership
Family Support New Hampshire Board Member-Transition Team
Salem Chamber of Commerce Member
Network4Health (Integrated Delivery Network) Member
NH Advisory Committee DCFY

The Upper Room 2024-2025 BDAS Grant

Key Personnel

Name	Job Title	Annual Salary	% Paid from this Contract	Amount Paid from this Contract
Kelsey Mayland	Program Director	59,280.00	.25%	14,820.00
Andrea Younie	Data Manager/Program Fac.	22,880.00	.20%	4576.00
Carol Larson	Finance	43,056.00	.03%	4368.00
Alice Major	Teacher	33,792.00	.30%	10,137.60
Mimi Bergere	Teacher Assistant	21,120.00	.30%	6336.00
Brenda Guggisberg	Supervision	104,000.00	.06%	7,512.00
Joi Kenney	Program Coordinator	32,500	30%	10983.00
Leanne Sullivan	Office Manager	34,944.00	.06%	2184.00
Shelly Koza	Marketing Manager	34,320.00	.06%	2288.00
				63,104.00