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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

February 20, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing contract with Friends of Aine (VC #331578), Manchester, NH, to continue to provide statewide access to peer-to-peer grief support programming to address grief and loss for children, adolescents, youth, and their families, by exercising a contract renewal option by increasing the price limitation by \$400,000 from \$499,413 to \$899,413 and extending the completion date from June 30, 2025, to June 30, 2027, effective July 1, 2025, upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on March 13, 2024 (Item #9).

Funds are anticipated to be available in the following accounts for State Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Prog Svc	92102053	\$118,138	\$0	\$118,138
2025	102-500731	Contracts for Prog Svc	92102053	\$381,275	\$0	\$381,275
2026	102-500731	Contracts for Prog Svc	92102053	\$0	\$200,000	\$200,000
2027	102-500731	Contracts for Prog Svc	92102053	\$0	\$200,000	\$200,000

			Total	\$499,413	\$400,000	\$899,413
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EXPLANATION

The purpose of this request is to exercise an available contract renewal option to continue providing youth peer-to-peer grief support programming that includes comprehensive training and support services to children, youth, and family members who have experienced a loss; as well as training to Children's Behavioral Health (CBH) System of Care providers who support children and families experiencing grief.

Approximately 400 individuals will be served during State Fiscal Years 2026 and 2027.

The Contractor will provide developmentally appropriate grief education and individual and group peer support to children and youth 0-18 years of age and family members who have experienced a loss and associated grief. The Contractor will also provide training and consultation to CBH System of Care providers with the goal of connecting grieving families with appropriate system of care resources that offer grief support to enhance well-being, foster personal growth, and promote a positive outlook on life. Additionally, the Contractor will provide consultation and training to other System of Care providers related to best practices for supporting grieving children, youth, adolescents, and families that includes developmentally appropriate behaviors to increase awareness and provide useful means for peers to assist grieving peers.

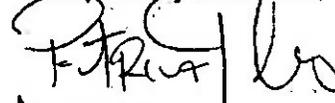
The Department will continue to monitor services through monthly progress reports and the final aggregate data reporting required by the Contractor.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) years of the four (4) years available.

Should the Governor and Council not authorize this request, children, youth, and their families who have experienced a loss and associated grief will not have the opportunity to receive the education and peer support needed to navigate their grief journey through healthy behaviors, which may lead to negative impacts. Additionally, CBH System of Care providers will not receive grief training and consultation, which may result in providers being less equipped to provide grief related treatment to children, youth, and their families.

Area served: Statewide.

Respectfully submitted,



Lori A. Weaver
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Youth Peer-to-Peer Grief Support contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Friends of Aine ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 13, 2024 (Item #9), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and,

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2027
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$899,413
3. Modify Exhibit C, Payment Terms; Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-4, Budget – Amendment #1.
4. Add Exhibit C-3, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-4, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

2/19/2025

Date

DocuSigned by:

Katja S. Fox

2A05EC7DB1884E3

Name: Katja S. Fox

Title: Director

Friends of Aine

DocuSigned by:

Christine Phillips

84D03DBCF74AAAB

2/19/2025

Date

Name: Christine Phillips

Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

2/22/2025

Date

DocuSigned by:
Robyn Guarino
746734844044460
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-3 Budget - Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	Friends of Aine
Budget Request for:	Youth Peer-to-Peer Grief Support
Budget Period	7/1/25 - 6/30/26
Indirect Cost Rate (if applicable)	10%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$104,068
2. Fringe Benefits	\$13,737
3. Consultants	\$5,673
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$2,600
7. Software	\$90
8. (a) Other - Marketing/ Communications	\$600
8. (b) Other - Education and Training	\$7,100
8. (c) Other - Other (specify below)	\$0
Other (Facility Rent)	\$100
Other (Food)	\$100
Other (Phone)	\$0
Other (Program Supplies)	\$47,750
9. Subrecipient Contracts	\$0
Total Direct Costs	\$181,818
Total Indirect Costs	\$18,182
TOTAL	\$200,000

Contractor Initial: _____

DS
CP

Exhibit C-4 Budget - Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	Friends of Aine
Budget Request for:	Youth Peer-to-Peer Grief Support
Budget Period	7/1/26 - 6/30/27
Indirect Cost Rate (if applicable)	10%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$104,243
2. Fringe Benefits	\$13,760
3. Consultants	\$5,602
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$2,600
7. Software	\$90
8. (a) Other - Marketing/ Communications	\$600
8. (b) Other - Education and Training	\$7,100
8. (c) Other - Other (specify below)	\$0
Other (Facility Rent)	\$100
Other (Food)	\$100
Other (Phone)	\$0
Other (Program Supplies)	\$47,623
9. Subrecipient Contracts	\$0
Total Direct Costs	\$181,818
Total Indirect Costs	\$18,182
TOTAL	\$200,000

Contractor Initial: DS
CP

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that FRIENDS OF AINE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 14, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 691671

Certificate Number: 0007002253



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of January A.D. 2025.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Joseph Murray, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Friends of Aine.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 12, 2025, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Christine Phillips, Executive Director, is duly authorized on behalf of Friends of Aine to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 2/17/25



Signature of Elected Officer
Name: Joseph Murray
Title: Chair



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/15/2025

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

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

PRODUCER Eaton & Berube Insurance Agency, LLC 11 Concord St Nashua NH 03064	CONTACT NAME: Jessica Archambault PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): 603-886-4230 E-MAIL ADDRESS: JArchambault@eatonberube.com												
INSURER(S) AFFORDING COVERAGE													
INSURED FRIEOFA-01 Friends of Aine, LLC 15 Normand Circle Bedford NH 03110	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Lloyds of London</td> <td style="width: 20%;">NAIC # 15792</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Lloyds of London	NAIC # 15792	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES CERTIFICATE NUMBER: 69844556 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			MEO228993524	7/15/2024	7/15/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$1,000,000 Retention \$1,000												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$												
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%;">PER STATUTE</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$</td> </tr> </table>		PER STATUTE	OTH-ER	E.L. EACH ACCIDENT		\$	E.L. DISEASE - EA EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$
	PER STATUTE	OTH-ER																	
E.L. EACH ACCIDENT		\$																	
E.L. DISEASE - EA EMPLOYEE		\$																	
E.L. DISEASE - POLICY LIMIT		\$																	
A	Professional Liability Claims-Made			MEO228993524	7/15/2024	7/15/2025	Each Claim \$1,000,000 Aggregate \$3,000,000 Retention \$1,000												

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

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

2025-2030 Strategic Goals

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

Vision
A world where no child grieves alone.

Values
Children are our greatest gift. We value Kindness, Compassion, Connections and Courage.



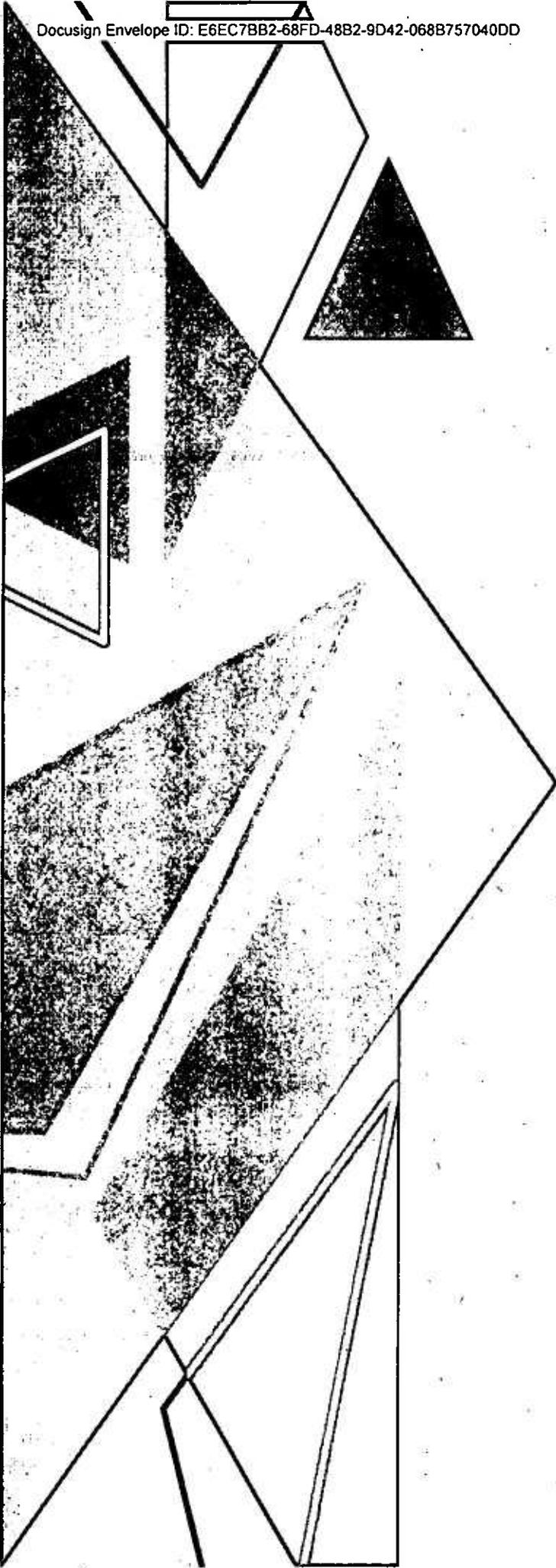
- Increase staffing and expertise in services
- Plan for leadership succession and board expansion
- Increase volunteer recruitment and training opportunities
- Enhance financial stability through revenue diversification and deepen philanthropic connections and support



- Develop and implement new programs for children and families who are grieving a death
- Advocate that grief from a death is a public health and mental health issue
- Develop communications to share the stories and impact of grief
- Expand the heart of our home with a community gathering space at our Center
- Plan for the ongoing capital needs and mission-focused use of our spaces



- Reach 100% of NH school districts through grief training, workshops, and resources
- Deepen training, workshops, and resources to community organizations that serve kids
- Create additional virtual grief resources



Friends of Aine

Financial Statements

December 31, 2023

EJ CALLAHAN
& ASSOCIATES, LLC

FRIENDS OF AINE

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EJ CALLAHAN & ASSOCIATES, LLC

CERTIFIED PUBLIC ACCOUNTANTS - BUSINESS CONSULTANTS

To the Board of Directors of
Friends of Aine
Manchester, New Hampshire

Independent Auditor's Report

Opinion

We have audited the accompanying financial statements of Friends of Aine (the "Organization"), which comprise the statement of financial position as of December 31, 2023, and the related statements of activities 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 Friends of Aine as of December 31, 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 Friends of Aine and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of 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 Friends of Aine ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Member: American Institute of CPA's | Massachusetts Society of CPA's

One Pleasure Island Road, Suite 2A, Wakefield, MA 01880 | 21 McGrath Highway, Suite 204, Quincy, MA 02169
P: 617-974-7697 | F: 781-569-0460 | ecallahan@ejccpa.com

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 Friends of Aine 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 Friends of Aine 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.

E. J. Callahan + Associates, L.L.C.

June 27, 2024
Wakefield, Massachusetts

FRIENDS OF AINE
STATEMENT OF FINANCIAL POSITION
December 31, 2023

ASSETS

Current Assets:	
Cash and cash equivalents	\$ 246,359
Other receivables	2,500
Prepaid expenses and other current assets	<u>8,430</u>
Total Current Assets	<u>257,289</u>
Noncurrent Assets:	
Property and equipment, net	<u>800,293</u>
Total Noncurrent Assets	<u>800,293</u>
Total Assets	<u><u>\$ 1,057,582</u></u>

LIABILITIES AND NET ASSETS

Current Liabilities:	
Accounts payable	\$ 4,336
Accrued expenses and other current liabilities	<u>4,522</u>
Total Current Liabilities	<u>8,858</u>
Noncurrent Liabilities:	
Long-term debt	<u>700,000</u>
Total Noncurrent Liabilities	<u>700,000</u>
Total Liabilities	<u>708,858</u>
Net Assets:	
Without donor restrictions	<u>348,724</u>
Total Net Assets	<u>348,724</u>
Total Liabilities and Net Assets	<u><u>\$ 1,057,582</u></u>

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

FRIENDS OF AINE

STATEMENT OF ACTIVITIES

For the year ended December 31, 2023

	Without Donor Restrictions	With Donor Restrictions	Total
Revenues and other support:			
Contributions	\$ 419,411	\$ -	\$ 419,411
Grant income	366,783	-	366,783
Net assets released from restrictions	92,000	(92,000)	-
Total revenues and other support	878,194	(92,000)	786,194
Functional Expenses:			
Program	558,408	-	558,408
Administrative	156,742	-	156,742
Fundraising	83,917	-	83,917
Total functional expenses	799,067	-	799,067
Excess of functional expense over revenues and support	79,127	(92,000)	(12,873)
Non-operating income (loss)			
Interest expense	(14,000)	-	(14,000)
Other income, net	300	-	300
Total non-operating loss, net	(13,700)	-	(13,700)
Change in net assets	65,427	(92,000)	(26,573)
Net assets, beginning of year	283,297	92,000	375,297
Net assets, end of year	\$ 348,724	\$ -	\$ 348,724

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

FRIENDS OF AINE

STATEMENT OF FUNCTIONAL EXPENSES

For the year ended December 31, 2023

	Program	Administrative	Fundraising	Total
Salaries and wages	\$ 251,123	\$ 70,830	\$ -	\$ 321,953
Occupancy	84,698	21,175	-	105,873
Fundraising	-	-	83,917	83,917
Information technology	46,555	13,131	-	59,686
Consulting	43,532	12,278	-	55,810
Employee benefits	35,690	10,067	-	45,757
Office expense	20,417	5,758	-	26,175
Payroll taxes	19,927	5,620	-	25,547
Depreciation and amortization	18,661	4,665	-	23,326
Insurance	12,644	3,161	-	15,805
Service delivery	11,586	-	-	11,586
Advertising	8,323	-	-	8,323
Accounting	-	5,605	-	5,605
Legal	-	4,452	-	4,452
Travel	3,152	-	-	3,152
Miscellaneous	2,100	-	-	2,100
	<u>\$ 558,408</u>	<u>\$ 156,742</u>	<u>\$ 83,917</u>	<u>\$ 799,067</u>

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

FRIENDS OF AINE
STATEMENT OF CASH FLOWS
For the year ended December 31, 2023

Cash Flows from Operating Activities	
Change in net assets	\$ (26,573)
Adjustments to reconcile change in net assets to net cash used in operating activities:	
Depreciation and amortization	23,326
Increase (decrease) in cash resulting from a change in:	
Other receivables	6,000
Prepaid expenses and other current assets	1,779
Accounts payable	(38,185)
Accrued expenses and other current liabilities	(6,966)
Net Cash Used in Operating Activities	<u>(40,619)</u>
Cash Flows From Investing Activities	
Purchases of property and equipment	(148,816)
Net Cash Used in Investing Activities	<u>(148,816)</u>
Net Change in Cash and Cash Equivalents	(189,435)
Cash and Cash Equivalents, Beginning of Year	<u>435,794</u>
Cash and Cash Equivalents, End of Year	<u>\$ 246,359</u>

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

FRIENDS OF AINE

NOTES TO FINANCIAL STATEMENTS

December 31, 2023

Note 1 – Nature of Operations and Significant Accounting Policies

Nature of Operations

Friends of Aine, (“the Organization”), is a nonprofit organization established in 2013, operating in the greater Manchester, New Hampshire area. The Organization provides bereavement support services and resources to children and families who have suffered the death of a loved one.

Significant Accounting Policies

A summary of the significant accounting policies followed by the Organization in the preparation of the accompanying financial statements is set forth below:

Basis of Presentation – The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Net Assets without Donor Restrictions – These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services, raising contributions, and performing administrative functions.

Net Assets with Donor Restrictions – These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends, or the purpose of the restriction is accomplished, the net assets are restricted.

Use of 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 the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents – For purposes of reporting cash flows, the Organization considers all highly liquid investments purchased with a maturity of three months or less at acquisition as cash and cash equivalents in the accompanying statement of financial position. The Organization has deposits in financial institutions that maintained federal insurance in full for all accounts and limited coverage up to \$250,000 per financial institution. The portion of the deposits in excess of this amount is not subject to such insurance and represents a credit risk to the Organization. At times, balances held at each financial institution may exceed \$250,000, which represents a credit risk to the Organization. At December 31, 2023, there were no uninsured deposits.

Other Receivables – The Organization carries its other receivables at cost. On a periodic basis, the Organization evaluates its receivables and establishes an allowance for doubtful accounts, based on a history of past write-offs and collections and current conditions when deemed necessary. There was no allowance needed at December 31, 2023.

FRIENDS OF AINE

NOTES TO FINANCIAL STATEMENTS – CONTINUED

December 31, 2023

Note 1 – Nature of Operations and Significant Accounting Policies – Continued

Property and Equipment – Property and equipment is stated at cost. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, which is 5 to 39 years. Leasehold improvements are amortized over the estimated useful life of the improvement. Additions, renewals, and betterments that significantly extend the life of the asset are capitalized. Expenditures for repairs and maintenance are charged to expense as incurred. For assets sold or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any related gain or loss is reflected in income for the period.

Impairment of Long-Lived Assets – The Organization reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying value of such assets may not be fully recoverable. Impairment is present when the sum of the undiscounted cash flows expected to result from use of the assets is less than the carrying value. If impairment is present, the carrying value of the impaired asset is reduced to its fair value. Fair value is determined based on discounted cash flows or appraised values, depending on the nature of the assets. During the year ended December 31, 2023, there were no impairment losses recognized for the long-lived assets.

FASB ASC 842 New Accounting Guidance Implementation – As of January 1, 2022, the Organization changed its accounting method for leases as a result of implementing the requirements in the Financial Accounting Standards Board's ("FASB") Accounting Standards Codification ("ASC") 842, Leases, using the modified retrospective transition method.

The new lease guidance requires the recognition of a right-of-use asset and a lease liability for operating leases. The Organization elected the package of practical expedients, which allowed, among other things, for no reassessing the lease classification or initial direct costs for existing leases. The Organization has not elected the hindsight practical expedient.

The Organization evaluated any leasing arrangements for recognition and implementation of ASC 842, and management determined there were no significant arrangements requiring revaluation.

Revenue Recognition – The Organization records unconditional promises to give as revenue when the promise is received. Conditional promises to give are recognized as revenue when the condition is met. Contributions received are recorded as with or without donor restrictions depending on the existence and nature of any donor restrictions. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same reporting period have been reported as support increasing net assets without donor restrictions in the statements of activities. Contributions of assets other than cash are recorded at their face value on the date of the gift.

Income Tax Status – The Organization is a nonprofit organization and is exempt from federal income taxes under the provisions of Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for income taxes is reflected in the accompanying financial statements. There are currently no federal or state income tax examinations in progress.

FRIENDS OF AINE

NOTES TO FINANCIAL STATEMENTS – CONTINUED

December 31, 2023

Note 1 – Nature of Operations and Significant Accounting Policies – Continued

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 program and supporting services benefited.

Advertising – Advertising costs are expensed as incurred. Total advertising costs for the year ended December 31, 2023, totaled \$8,323.

Leases – The Organization calculates operating lease liabilities with a risk-free discount rate, using a comparable period with the lease term. All lease and non-lease components are combined for all leases. Lease payments for leases with a term of 12 months or less are expensed on a straight-line basis over the term of the lease with no lease asset or liability recognized.

Subsequent Events – Management has evaluated events and transactions subsequent to the date of the statements of financial position for potential recognition or disclosure in the financial statements through June 27, 2024, which is the date the financial statements were available for issuance.

Note 2 – Property and Equipment

Property and equipment consist of the following at December 31, 2023:

Assets:	
Buildings	\$ 483,419
Land	204,703
Leasehold improvements	120,219
Furniture and equipment	36,313
	<u>844,654</u>
Accumulated depreciation and amortization	(44,361)
Property and equipment, net	<u>\$ 800,293</u>

Note 3 – Liquidity

The Organization’s financial assets available within one year of the statement of financial position date for general expenditures are as follows at December 31, 2023:

Cash and cash equivalents	\$ 246,359
Other receivables	<u>2,500</u>
Total assets available for general expenditure	<u>\$ 248,859</u>

FRIENDS OF AINE

NOTES TO FINANCIAL STATEMENTS – CONTINUED.

December 31, 2023

Note 4 – Mortgage Note Payable

The Organization has a mortgage note payable in the amount of \$700,000, due on May 22, 2028. The Organization makes monthly interest payments at 2.00%. Principal will become due and payable at the end of the loan period on May 22, 2028. At December 31, 2023, the balance of the mortgage note payable was \$700,000. Interest expense was \$14,000 for the year ended December 31, 2023.

Note 5 – Net Assets with Donor Restrictions Released

Net assets with donor restrictions were released from donor restrictions by incurring expenses satisfying the restricted purposes during the year ended December 31, 2023, as follows:

<u>Restricted Purpose</u>	
Facilities, IT, and fundraising	<u>\$ 92,000</u>

Note 6 – Defined Contribution Plan

The Organization has a SIMPLE IRA retirement plan, ("the Plan"). Under the Plan, employees meeting certain plan requirements can elect to have a percentage of their salaries, up to Internal Revenue Code limits, fully vested retirement accounts in lieu of salary payments. At management's discretion, the Organization may make non-elective matching contributions up to 3.00% of each eligible participants' compensation. For the year ended December 31, 2023, the Organization made contributions of \$7,777 included in employee benefits on the statement of functional expenses.

Current List of Board Members

Friends of Aine

As of 1/15/2025

Last	First	Board Role	Tenure	Term End	Address 1	Address 2	Phone	Email 1	Email 2
Barter	Matthew	Member							
Bator	Joseph	Treasurer							
Cahall	Alisha	Member							
Kereage	Aimee	Member							
Kraunelis	Kristen	Member							
McMahon	Lora	Member							
Murray	Joe	Chair							
Phillips	David	Member							
Powers	Gina, R	Member							
Quiroga	Lara	Member							
Rafferty	Kelli	Vice Chair							
Spradling	Scott	Member							
Wallace	Lisa	Member							

Caryn J Butts



Education:

- 1995 Bachelor of Science, University of New Hampshire, Degree in Business Administration

Friends of Aine

August 2022 – Present

Program Coordinator

Coordinate all in center programming with children, teens & caregivers

Train and maintain all volunteers for in center programming

Assist in events held by Friends of Aine, Kids Try-athlon, Annual Gala, etc

Stay at home Mother

2002-2020

Beneficial Home Mortgage & Loan

1995-2002

Managed a loan office of 5 loan officers

Virginia Provost

Education:

- Bachelor of Arts, French and Music Providence College, 1976
- Master of Arts, Counseling Psychology Antioch University, 1998
- Post-graduate Studies in School Counseling Notre Dame College, Manchester

Work Experience:

Friends of Aine, Educational Assistant Sept. 2024-present

- Assisting in development of community resource booklets for grief
- Writing book reviews for Friends of Aine website
- Assisting in developing school curricula,
- Facilitating in-school grief support groups
- Co-facilitating school staff trainings
- Volunteering for Support Groups at FOA Center

Manchester School District, Guidance Counselor Sept. 1999-June 2024

- Provided individual and group counseling to Middle School Students
- Facilitated 504 Plans and ran all 504 meetings
- Consulted with teachers, administrators and parents
- Facilitated Special Education meetings
- Developed Advisory Curriculum for the building
- Advised and scheduled students for high school courses

1981-1998:

- Stay-at-home Mom
- Music Director at various parishes in Southern New Hampshire
 - Directed Choirs
 - Played organ and piano for funerals and weddings
 - Taught music part-time in parish schools

KERI SANTOS

CONTACT



KEY SKILLS

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

EDUCATION

Bachelor of Arts - Psychology
University Of Massachusetts
Dartmouth

1992 - 1996

PROFILE

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

WORK EXPERIENCE

Office Manager

Friends of Aine

2024 - Present

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

Substitute Teacher

Bedford School District

2021-2024

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

KERI SANTOS

CONTACT



VOLUNTEER EXPERIENCE

National Charity League

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

Families In Transition

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

WORK EXPERIENCE

Ski Instructor

Crotched Mountain

2016-2019

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

Business Manager

Susan Harris Designs

1998-2002

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

Assistant Talent Recruitment Agent

Bobby Ball Agency

1996-1998

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

Kristen L Cushman



Education:

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

Friends of Aine

September 1, 2023-Present

Education Coordinator September 2024-present

Design and Implementation of the school curriculum

Create and deliver training to NH school districts

Complete budget and ordering for in school program

Educational Assistant 2023-2024

Assist in the development of our in-school curriculum.

Implement the in-school curriculum with middle school students.

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

Bedford School District

September 2004-2024

Classroom Teacher

Taught grades kindergarten through second grade

District Mentor and supervisor of student interns

Supported various curriculum committees

Stay at Home Mother

May 1999-2004

Merrimack School District

September 1989-May 1999

Classroom Teacher

Taught grades Readiness through third grade

Supervised student interns from surrounding colleges

Supported multiple curriculum committees.

Volunteer Work

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

Friends of Aine: 2015-2023

Leah M. Neal



PROFESSIONAL EXPERIENCE

Data Assistant

Friends of Aine, Manchester, NH

2024 - Present

Part time position for non-profit that includes managing data collection, statistics and analysis.

Office Manager / Executive Assistant

2009 - Present

Bedford Commons Periodontics, Bedford, NH

Part time position that includes managing HR, payroll/billing, supply inventory, patient scheduling, vendor relations and general operations, as well as providing superior service to customers and practicing dentists.

Paraprofessional

2018 - Present

McKelvie Intermediate School, Bedford, NH

Per diem position supporting teachers/administration in various capacities, including monitoring lunch/recess, ensuring student safety/compliance, and performing basic administrative tasks.

Manager, Partnerships and Alliances

2001 - 2004

TMP Worldwide, Maynard, MA

Facilitated and grew partnerships between monster.com/TMP and marquee clients, including PeopleSoft, Oracle, WebRecruiter, Recruitmax and Webhire. Trained sales teams on monster.com/TMP product suite. Managed all aspects of the alliance lifecycle.

Manager, Inside Sales

2000 - 2001

Navisite, Andover, MA

Responsible for hiring and training inside sales staff to support outside sales of hosting and data center technology. Managed teams and budgets; contributed directly to new business efforts.

Sales Associate, Product Management, Training

1997 - 2000

monster.com/TMP Worldwide, Framingham, MA

Advanced from sales coordinator to inside sales manager. Transitioned to product management and corporate training. Honed communications, leadership and team building skills.

AFFILIATIONS

Assistant Coach - Bedford Basketball League

2024 - present

USTA Captain - Goffstown YMCA Tennis Program

2016 - 2023

Coach, Facilitator - Girls On The Run

2015 - 2018

Board of Directors - Greater Bedford Womenade

2014 - 2018

TECHNOLOGY

MS Office, including Excel II, Mosyle MDM, Dentrax (office scheduling, patient management system); Social Media and Business Platforms (Facebook, Instagram, Pinterest, YouTube, TeamSnap, Paypal, Venmo, etc.)

EDUCATION

Castleton State College, BS in Communications, 1996

References available upon request

Linda M. Dinndorf

Director of Strategic Initiatives, Friends of Aine
[REDACTED]

EDUCATION

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

EXPERIENCE

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

Director of Strategic Initiatives: Responsible for translating strategic plan into state/nation-wide initiatives.

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

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

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

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

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

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

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

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

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

Jan 1993 – Nov 2003: Active Duty Air Force

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

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

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

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

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

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

HONORS

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

PROFESSIONAL DEVELOPMENT CERTIFICATIONS

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

CIVIC INVOLVEMENT

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

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

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

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

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

SARAH D. GORDON



Education:	Wellesley College, Wellesley MA	B.A. in Psychology, 1985	
Employment:	Program Assistant, Friends of Aine	Manchester NH	2024-present
	Retired for health reasons	Needham MA	2016-2024
	Registrar's Office Asst., Wellesley College	Wellesley MA	2015
	Office Volunteer, Wilmington Friends School	Wilmington DE	2011-2014
	Teacher's Aide, St. Edmonds Academy	Wilmington DE	2006-2010
	Classroom volunteer, Ursuline Academy	Wilmington DE	2004-2006
	Stay At Home mother	PA, TN, IL	1993-2004
	Trustee Board, Secretary Mother's Trust Foundation	Lake Forest IL	1998-2000
	Freelance Desktop Publishing	Philadelphia PA	1993
	Marketing Rep, IBM Corporation	Chicago IL	1987-1991
	Marketing Rep, Kemper Financial Svcs NASD Series 7 license	Chicago IL	1986-87
	Marketing Rep, Fidelity Investments NASD Series 6, 63 licenses	Boston MA	1985-86
	Lived overseas 2 yrs for spouse's job, in Sao Paulo, Brazil 1995-1997	(repatriated to Knoxville TN)	

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:

Friends of Aine

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Caryn Butts	Program Coordinator	\$20,474.85	\$51,251.20
Sarah Gordon	Program Assistant	\$11,342.60	\$28,392.00
Kriten Cushman	Education Coordinator	\$20,474.85	\$51,251.20
Virginia Provost	Education Assistant	\$8,506.95	\$21,294.00
New Hire	Volunteer Coordinator	\$8,725.08	\$21,840.00
Keri Santos	Finance&Admin Manager	\$12,947.58	\$51,584.00
Leah Neal	Data Analyst	\$8,506.95	\$21,294.00
Linda Dinndorf	Strategic Initiatives Director	\$13,089.28	\$65,528.32



Lori A. Weaver
Commissioner

Katja S. Fox
Director

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

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

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February 5, 2024

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

REQUESTED ACTION

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

Funds are available in the following account for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

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

EXPLANATION

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

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

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

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

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

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

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

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

Area served: Statewide.

Respectfully submitted,


Lori A. Weaver
Commissioner

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

Project ID # RFP-2024-02H-05-YOUTH
 Project Title Youth Peer-to-Peer Crisis Support

	Maximum Points Available	Earl Brown Coaching & Consulting Services LLC	Friends of AHe
Technical			
1. Experience-Crisis Support	150	25	150
2. Integration with the System of Care	100	10	100
3. Delivery of Services	75	15	70
4. Strategies for Impact	75	15	75
5. Increase Awareness	75	17	75
6. Educational Programming	150	20	150
7. Data Reporting	75	15	75
Subtotal - Technical	700	117	695
If a Vendor fails to achieve the minimum Technical score of 308 points, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.			
Cost			
Vendor Cost	150		150.00
Vendor Budget Evaluation	150		102
Subtotal - Cost	300	Unopened	252
TOTAL POINTS	1000	117	947
TOTAL PROPOSED VENDOR COST			\$199,413

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

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

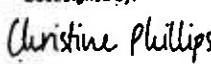
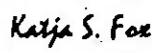
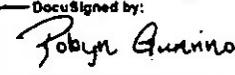
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Friends of Aine		1.4 Contractor Address 226 Coolidge Avenue Manchester, NH 03102	
1.5 Contractor Phone Number 603-669-1120	1.6 Account Unit and Class 05-95-092-921010-20530000-1 02-500731	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$499,413
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 2/15/2024		1.12 Name and Title of Contractor Signatory Christine Phillips Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 2/16/2024		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By:  On: 2/26/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

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

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

EXHIBIT B

Scope of Services

1. Statement of Work

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

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Youth Peer-to-Peer Grief Support**

EXHIBIT B

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

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

EXHIBIT B

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

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

EXHIBIT B

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

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EXHIBIT B

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

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

EXHIBIT B

1.16. Reporting

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

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

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

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

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

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

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

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

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

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

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

1.16.2.7. Total number of inquiries for support.

1.16.2.8. Total number of provided workshops.

1.16.2.9. Total number of attendees for said workshops.

1.16.2.10. Total number of trainings offered.

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

1.16.2.12. Total number of peers trained.

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

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

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- 1.17.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
 - 1.17.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.
- 1.18. Confidential Data
- 1.18.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.
 - 1.18.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.
- 1.19. Privacy Impact Assessment
- 1.19.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
 - 1.19.1.1. How PII is gathered and stored;
 - 1.19.1.2. Who will have access to PII;
 - 1.19.1.3. How PII will be used in the system;
 - 1.19.1.4. How individual consent will be achieved and revoked; and
 - 1.19.1.5. Privacy practices.
 - 1.19.2. The Department may conduct follow-up PIAs in the event there are

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

1.20. Department Owned Devices, Systems and Network Usage

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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- 1.20.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 1.20.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.
- 1.20.2. Workspace Requirement
 - 1.20.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.
- 1.21. Contract End-of-Life Transition Services
 - 1.21.1. General Requirements
 - 1.21.1.1. If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
 - 1.21.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and

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

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

1.21.2. Completion of Transition Services

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

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- 1.21.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.
- 1.21.3. Disagreement over Transition Services Results
 - 1.21.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

2. Exhibits Incorporated

- 2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.
- 2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

**New Hampshire Department of Health and Human Services
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have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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Youth Peer-to-Peer Grief Support**

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- 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.

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

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dbhinvoicesmhs@dhhs.nh.gov or mailed to:
Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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

EXHIBIT C

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

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Exhibit C-1 Budget

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

Contractor Initial: CP⁰⁵
 Date: 2/15/2024

Exhibit C-2 Budget

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

Contractor Initial: DS
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 Date: 2/15/2024

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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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

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

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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;

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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



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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

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

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

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, 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

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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

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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 ^{used,}

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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

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The State

Name of the Contractor

DocuSigned by:

DocuSigned by:

Katja S. Fox

Christine Phillips

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Signature of Authorized Representative

Signature of Authorized Representative

katja s. fox

Christine Phillips

Name of Authorized Representative

Name of Authorized Representative

Director

Executive Director

Title of Authorized Representative

Title of Authorized Representative

2/16/2024

2/15/2024

Date

Date

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