



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

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
 Commissioner

Nancy L. Rollins
 Associate
 Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
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August 3, 2012

His Excellency, Governor John H. Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with The Prevention Certification Board of NH, (Vendor #168487-B001), PO Box 1088, Manchester, NH 03105 to develop, coordinate and administer an internationally recognized certification procedure for alcohol, tobacco, and other drug prevention practitioners in NH in an amount not to exceed \$15,000.00 to be effective August 8, 2012 or date of Governor and Executive Council approval, whichever is later, through June 30, 2015. Funds are available in the following account in State Fiscal Year 2013 and anticipated to be available in State Fiscal Years 2014 and 2015, upon the availability and continued appropriation of funds in the future operating.

100% FED

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848502	\$5,000.00
SFY 2014	102-500734	Contracts for Prog Svc	95848502	\$5,000.00
SFY 2015	102-500734	Contracts for Prog Svc	95848502	\$5,000.00
			TOTAL	\$15,000.00

EXPLANATION

The purpose of this agreement is to develop, coordinate and administer an internationally recognized certification procedure for alcohol, tobacco, and other drug prevention practitioners in New Hampshire in support of the Alcohol, Tobacco and Other Drug Abuse Prevention Certification program. The purpose of prevention certification is to ensure that substance abuse prevention practitioners meet competency standards established by the International Certification Reciprocity Consortium (IC&RC) and the New Hampshire Prevention Certification Board. Certification will encourage professional growth and development amongst practitioners thereby assuring consumer protection and promoting public confidence. The Bureau of Drug and Alcohol Services prevention contracts require that practitioners are certified or are working toward certification scheduled to be completed within two years. The initial certification costs \$150 and requires practitioners to pass a written examination.

Recertification for the Prevention Specialist is every two years and requires an additional forty (40) hours of continuing education in the area of alcohol, tobacco, and other drug prevention and a fee of \$75. These fees are used to support the certification process through the International Certification Reciprocity Consortium.

Should the Governor and Executive Council determine to not authorize this Request, the quality assurance and integrity of prevention practitioners providing services within New Hampshire would be compromised as there would be no oversight of the New Hampshire certification process to ensure compliance with national standards.

This agreement was awarded to the Prevention Certification Board of NH through a competitive bid process. A Request for Proposals was published on the Department's web site June 7, 2012 through June 22, 2012 soliciting proposals from bidders to develop, coordinate and administer an internationally recognized Prevention Certification program meeting the standards established by the International Certification Reciprocity Consortium and the NH Prevention Certification Board.

One proposal was received. A review committee of three professionals reviewed the proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: substance abuse prevention and treatment; and education. The sole proposal was selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The Bid Summary is attached.

These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$5,000.00. This agreement represents level funding.

The contractor has attained prior performance measures including the following:

- Organizational chart and members lists for Board of Directors, Certification Board, and Education Committee have been properly and timely maintained.
- Narrative summary of contract activity was provided in a timely manner.
- Financial Status Report was provided.
- Report on number of applications received and approved by Certification Board
- Report on training activities approved by the board and committee activities.

The following performance measures will be used to measure the effectiveness of this agreement:

- Demonstrate continuous improvement of the prevention workforce in New Hampshire.
- Maintain an affiliation/membership with the International Certification & Reciprocity Consortium.
- Report on activity and business plan outcomes to the State, including
 - Maintain current organizational chart and members lists for Board of Directors, Certification Board, and Education Committee;
 - Provide narrative summary of contract activity
 - Financial Status Report;
- Report on number of applications received and approved by Certification Board
- Report on training activities approved by the Board and Committees.

His Excellency, Governor John H. Lynch
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August 3, 2012
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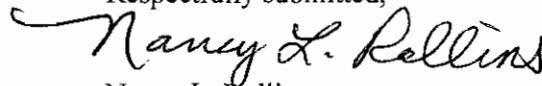
- Create a sustainability plan, with the first draft to be presented to the Bureau of Drug and Alcohol Services by January 1, 2014.

Area served: statewide.

Source of Funds is 100% Federal Funds from the US Department of Health and Human Services, Substance Abuse Prevention and Treatment Block Grant.

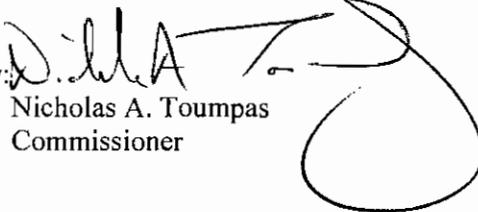
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

NLR/df

Program Name
 Contract Purpose
 RFP Scoring Detail

NH Prevention Certification Board of NH
 develop, coordinate & administer certification

Scorers
 B. Blaney A. Crawford S. Sadowski

REP Criteria	Max Pts			Total
Program Narrative	45	45	40	43
Bidder Experience & Capacity	15	15	15	15
Budget & Justification	25	25	20	23
Financial Sustainability	10	5	5	5
Format	5	3	5	4
	100	93	85	90

RFP Reviewers

Name	Job Title	Dept/Agency	Qualifications
Bruce Blaney	WITS Administrator	Bureau of Drug and Alcohol	All of the reviewers have between three and twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include substance abuse prevention, substance abuse treatment, and education.
Sarah Sadowski	Leadership Dev. Director	New Futures	
Ann Crawford	Prevention Contracts Manager	Bureau of Drug and Alcohol	

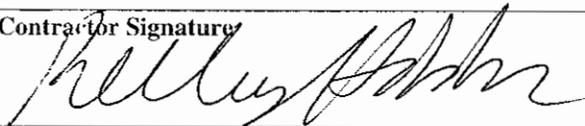
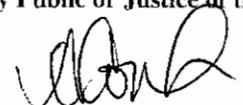
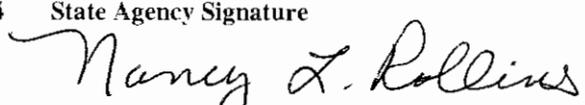
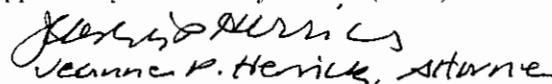
Subject: Prevention Certification

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Community Based Care Services Bureau of Drug & Alcohol Services		1.2 State Agency Address 105 Pleasant Street Concord, NH 03301	
1.3 Contractor Name The Prevention Certification Board of NH		1.4 Contractor Address PO Box 1008 Manchester, NH 03105	
1.5 Contractor Phone Number 603-225-9540	1.6 Account Number 010-095-5365-102-500734	1.7 Completion Date 6/30/2015	1.8 Price Limitation \$15,000.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number 603-271-6100	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kelley Hobbs, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>Aug 7, 2012</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace APRIL L. COUTURE, Notary Public My Commission Expires May 25, 2016			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  <u>Jeanne P. Herick, Attorney</u> On: <u>11 Sep. 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

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

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

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

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

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

identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

**NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services**

Exhibit A

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: The Prevention Certification Board of New Hampshire

ADDRESS: P. O. Box 1088
Manchester, NH 03105

Authorized Representative: Kelley Hobbs, President
TELEPHONE: 603-225-9540

II. Required Services:

The purpose of prevention certification is to recognize and ensure that substance abuse prevention practitioners meet competency standards established by the International Certification Reciprocity Consortium (IC&RC) and the New Hampshire Prevention Certification Board. This contract will support a public/private partnership to assure consumer protection, promote public confidence, and support professional growth and development by development of an Alcohol, Tobacco and Other Drug (ATOD) Abuse Prevention Certification program in the State of New Hampshire. The contractor will provide support for the Prevention Certification Board responsible for offering an internationally recognized prevention specialist credential to New Hampshire. The affiliations with IC & RC will ensure New Hampshire's professional prevention workforce is properly trained and aligned with the national standards.

The IC & RC has protected the public by establishing standards and facilitating reciprocity for the credentialing of addiction-related professionals. Today, IC&RC represents 77 member boards, including 25 countries, 44 U.S. states, the District of Columbia, two U.S. territories, three branches of the U.S. military, and five Native American territories. IC & RC protects the public by establishing standards and facilitating reciprocity for the credentialing of addiction-related professionals. <http://internationalcredentialing.org/>

The Prevention Certification Board is authorized to review and approve applications for certification, provide direction in approving outside training as meeting specified certification competencies; provide administrative support to the Board of Directors and members by organizing regular meetings, maintaining records and correspondence; providing liaison between the Board, certification body, training providers, and New Hampshire-based substance abuse prevention practitioners.

Scope of Work:

The minimum required services to meet the priorities and goals of this Agreement are:

- 1) Maintain an independent Board to oversee alcohol, tobacco and other drug (ATOD) abuse Prevention Certification for practitioners in the State of New Hampshire;
- 2) Recommend to BDAS Administrative Rules modifications pertaining to certification.
- 3) Implement and maintain a process for review of applications and awarding of certifications in accordance to internationally recognized and established procedures;
- 4) Ensure and coordinate access to competency-based quality training;
- 5) Report on activity and business plan outcomes to the State, including

- a. Maintain current organizational chart and members lists for Board of Directors, Certification Board, and Education Committee;
 - b. Provide narrative summary of contract activity; and
 - c. Financial Status Reports;
- 6) Report on number of applications received and approved by the Prevention Certification Board;
 - 7) Attend the out-of-state annual IC & RC meeting; and
 - 8) Report on training activities approved by the Board and Committee activities.

Geographic areas:

The contractor shall provide for statewide coverage of the required services.

Service Quality Improvements:

Provide contract oversight, through a governing board, of the prevention certification process in affiliation with the International Certification & Reciprocity Consortium (IC&RC). This affiliation will provide guidance to the continuous improvement of the prevention workforce in New Hampshire, allowing for the natural evolution of this evolving field. The certification process will include the knowledge, skills, and abilities in accordance with the IC&RC including, but not limited to the accepted Prevention Performance Domains and educational disciplines.

Maintain an affiliation with the IC&RC to keep the State apprised of changes in this field. As a result of recent political developments in the United States this is a critical time for the field of prevention. Both the Health Care and Education Reconciliation Act of 2010 (Pub.Law 111-152, 124 Stat. 1029) and President Obama’s National Drug Control Strategy have the potential to transform how the profession is practiced in North America.

Performance Measures:

Performance will be measured based upon the outcome and impact of the required deliverables identified above. In order to demonstrate that deliverables have been achieved, the contractor shall:

- 1. Demonstrate continuous improvement of the prevention workforce in New Hampshire.
- 2. Maintain an affiliation/membership with the International Certification & Reciprocity Consortium.
- 3. Report on activity and business plan outcomes to the State, including
 - a. Maintain current organizational chart and members lists for Board of Directors, Certification Board, and Education Committee;
 - b. Provide narrative summary of contract activity
 - c. Provide annual Financial Status Report;
- 4. Report on training activities approved by the Board and Committees.
- 5. Report on the number of applications received and approved to demonstrate an increase in professionals certified in New Hampshire by 2%.
- 6. Create a sustainability plan, with the first draft to be presented to the Bureau of Drug and Alcohol Services by January 1, 2014.

Relevant State and Federal Laws:

Special attention is called to the following statutory responsibilities:

- 1. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.
- 2. All services provided pursuant to this Agreement shall be subject to the most current proposed or formalized rules and regulations promulgated by the Bureau of Drug and Alcohol Services (BDAS) pursuant to RSA 541-A.

3. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part II.

Relevant Policies and Guidelines:

1. The Contractor shall maintain and promote a written policy for supporting a substance free workplace. This policy shall include a written statement regarding rules pertaining to alcohol, tobacco, and other drugs.
2. The services provided for in this Agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.
3. The Contractor shall assist BDAS with the requirements of Synar compliance for the Substance Abuse Mental Health Services Administration (SAMHSA) Block Grant as specified. This assistance may include working with BDAS and its partner, the NH Bureau of Liquor Enforcement, to identify appropriate youth volunteers to participate in tobacco compliance check surveys, working with the CPC (regional network) on related merchant and community education, and participation in tobacco retailer coverage studies. CFR Part 2B N.H. RSA 318 B: 12 and N.H. RSA 172:8-A.

Culturally and Linguistically Appropriate Standards of Care:

BDAS recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, BDAS expects the Contractor shall provide culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer consumers a forum through which clients have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Appropriate Use of Funds:

Funds may be used to pay for salaries and benefits of program staff, meeting expenses, travel for program and training purposes, technical assistance and other training, educational materials, postage, supplies, rent, laboratory services, subcontracts, consultants, equipment, software, and telephone.

BDAS funding may not be used to replace funding for a program already funded from another source (supplantation).

Funded agencies will be expected to keep records of their activities related to BDAS funded programs and services. Payment for contracted services will be made on a combined line item cost reimbursement basis on monthly invoices for expenditures incurred and upon compliance with reporting requirements.

Funded agencies will be held accountable for meeting their programmatic projections or, when necessary, for revising projections with BDAS staff. Failure to meet or revise such projections may jeopardize the funded agency's current and/or future funding.

Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization will prepare progress reports, as required. Staff funded under this RFP may be required to attend pertinent technical assistance sessions, trainings, meetings or progress reviews required by BDAS.

**NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Prevention Certification**

**Exhibit B
Purchase of Services
Contract Price**

I. General Provisions

CONTRACT PERIOD: August 8, 2012 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: The Prevention Certification Board of NH

ADDRESS: PO Box 1008, Manchester NH 03105

AGENCY CONTACT TITLE: President

AGENCY CONTACT NAME: Kelley Hobbs

TELEPHONE: 603-225-9540

Vendor #168487-B001

Job #95848502

Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit A, during the period of the contract shall not exceed:

\$ 15,000.00 funded from 100% federal funds from the US Department of Health and Human Services, Substance Abuse Prevention and Treatment Block Grant.

TOTAL: \$15,000.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective August 8, 2012 or date of G&C approval, whichever is later) the contractor will receive payment on a cost reimbursement basis, submitted on a monthly basis and upon compliance with all reporting requirements and deliverables.

1. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written corrective action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

2. Invoicing & Billing:

- A. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed \$5,000 annually for services provided as defined in Exhibit A of this agreement funded from 100% federal funds from the Substance Abuse Prevention and Treatment Block Grant (SAPT) (CFDA#93.959).
- B. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
- C. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
- D. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
- E. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.
- F. An advance payment not to exceed 25% of the Price Limitation is allowed for contract start-up costs. When the total amount of the monthly invoices submitted exceeds the amount of the advance payment, the subsequent monthly invoices will be processed for payment.

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase 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.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole 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.

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

16. **Insurance:** As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate.

- (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

The State of New Hampshire determined that the contract activities are of a low risk of liability, and the parties waive the requirement of paragraph 14 of the P-37 in that the contractor provide comprehensive general liability insurance in the amount of \$2 million per incident and instead, accept Directors & Officers insurance provided by contractor in the amount of \$1,000,000.00 per incident.

17. **Renewal:**

This Agreement does not have a renewal provision.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

19. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

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

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

SUPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

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

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (c) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

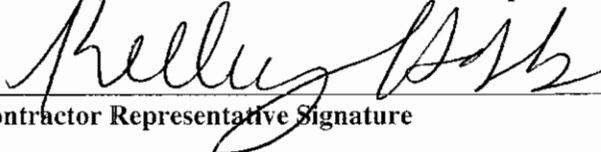
Check if there are workplaces on file that are not identified here.

From: August 8, 2012 or date of Governor and Executive Council approval, whichever is later, through June 30, 2015

Contractor Name

Period Covered by this Certification

Kelley Hobbs - Board President
Name and Title of Authorized Contractor Representative


Contractor Representative Signature

7-30-12
Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Applicable program covered:

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf), in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Kelley Hobbs Board President
Contractor Signature Contractor's Representative Title
Kelley Hobbs 7-30-12
Contractor Name Date

NH Department of Health and Human Services

Standard Exhibit F

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

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

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
 - d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

<p><u>Kelley Hobbs</u> Contractor Signature</p>	<p><u>President</u> Contractor's Representative Title</p>
<p><u>Kelley Hobbs</u> Contractor Name</p>	<p><u>7-30-12</u> Date</p>

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Kelley Hobbs
Contractor Signature

President
Contractor's Representative Title

Kelley Hobbs
Contractor Name

7-30-12
Date

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164. Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- c. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. 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.
- g. 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.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

NH Department of Health & Human Services The State Agency Name	<u>Prevention Certification Board of N.H.</u> Name of Contractor
<u>Kelley Hobbs</u> Signature of Authorized Representative	<u>↔</u> Signature of Authorized Representative
<u>Nancy L. Rollins</u> Name of Authorized Representative	<u>Kelley Hobbs</u> Name of Authorized Representative
Associate Commissioner Title of Authorized Representative	<u>President</u> Title of Authorized Representative
<u>7.30.12</u> Date	<u>7-30-12</u> Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Kelley Hobbs
(Contractor Representative Signature)

Kelley Hobbs, President
(Authorized Contractor Representative Name & Title)

Prevention Certification Board
(Contractor Name) of N.H.

7-30-12
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: N/A

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

NO YES

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

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

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

NO YES

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

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

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

Name: Ceyndi Desrosiers Amount: \$3,600

Name: Amount:

Name: Amount:

Name: Amount:

Name: Amount:

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Prevention Certification Board of New Hampshire is a New Hampshire nonprofit corporation formed July 12, 2005. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of August A.D. 2012

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

WITHOUT SEAL

CERTIFICATE OF VOTE

I, Timothy Lena, do hereby certify that:

- 1. I am the duly elected Vice President of Prevention Certification Board of New Hampshire;
- 2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on July 30, 2012;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the Kelley Hobbs is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Kelley Hobbs is the duly elected President of the corporation.

- 3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of 30th day of July, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice President of the corporation this 30th day of July, 2012.

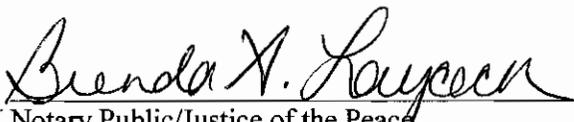


Timothy Lena, Vice President

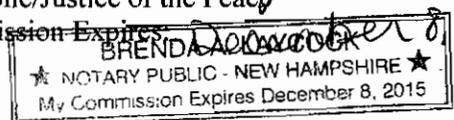
STATE OF NEW HAMPSHIRE

COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 30th day of July, 2012 by Timothy G. Lena, MSW, CPS.



Notary Public/Justice of the Peace
My Commission Expires December 8, 2015





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/24/2012

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 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 FIAI/Cross Ins-Manchester 1100 Elm Street Manchester NH 03101	CONTACT NAME: Juli-Anne Duval
	PHONE (A/C No. Ext.): (603) 669-3218 FAX (A/C. No.): (603) 645-4331
	E-MAIL ADDRESS: jduval@crossagency.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Allied World, Darwin Nat'l
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1261867752 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						RETENTIONS
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L EACH ACCIDENT \$
							E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$
A	Directors & Officers			03064997	4/14/2012	4/14/2013	Directors & Officers \$1,000,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER	CANCELLATION
Department of Health & Human Services 105 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

EXCEPTIONS TO TERMS AND CONDITIONS

A Responder shall be presumed to be in agreement with the terms and conditions of the RFP unless the Responder takes specific exception to one or more of the conditions on this form.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification which 1) affords the Responder taking the exception a competitive advantage over other Responders, or 2) gives the State something significantly different than the State requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name: PREVENTION CERTIFICATION BOARD OF NH	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>
Exhibit C item 16 Insurance, states commercial general liability insurance in amounts not less than \$1,000,000 per claim or occurrence and \$2,000,000 in aggregate.	Whereas the Prevention Certification Board of NH has no property or employees, we request that the Certificate of Insurance for Directors and Officers up to \$1,000,000 per occurrence be considered in lieu of the general liability insurance requirements for this contract.

By signing this form, I acknowledge that the above named Responder accepts, without qualification, all terms and conditions stated in this RFP Section 9- Mandatory Business Specifications, Contract Terms and Conditions except those clearly outlined as exceptions above.



Signature / Jessica Blais

Treasurer

Title

9/20/12

Date

EXCEPTIONS TO TERMS AND CONDITIONS

A Responder shall be presumed to be in agreement with the terms and conditions of the RFP unless the Responder takes specific exception to one or more of the conditions on this form.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification which 1) affords the Responder taking the exception a competitive advantage over other Responders, or 2) gives the State something significantly different than the State requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name: Jessica Blais	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>
Annual Audit	The Prevention Certification Board of New Hampshire has historically been a volunteer operated organization with a small budget and the ability for contracted administrative support at 12 hours a month. Because of the nature of the size of the organization and its relatively small budget, the organization's financial statements have not been audited. A financial audit would cost more than the yearly budget for the organization and as such, the Board of Directors and the Bureau of Drug and Alcohol Services have not requested such a service be performed. However, a system of checks and balances has been implemented to ensure financial responsibility and accountability. The Treasurer submits monthly financial statements to the Bureau of Drug and Alcohol Services as well as the Board of Directors for review. These financial reports are reviewed and filed. In addition, the Treasurer is compliant with all federal and state financial reporting including the 990 tax form (see attachment 6) and the NH Annual Report filed with the NH Secretary of State.

By signing this form, I acknowledge that the above named Responder accepts, without qualification, all terms and conditions stated in this RFP Section 9- Mandatory Business Specifications, Contract Terms and Conditions except those clearly outlined as exceptions above.

Signature

Treasurer

Date

Department of Justice
33 Capitol Street
Concord, NH 03301-6397



ANNUAL FILING FEE: \$75.00
Make check payable to:
STATE OF NEW HAMPSHIRE

ANNUAL REPORT CERTIFICATE

Prevention Certification Board of NH
PO Box 1088
Manchester, NH 03105

Fiscal Year End: December 2011
State Registration # 16188

Under the penalties of perjury set forth in RSA 641:1-3, I declare that I have examined the attached report, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete.

Diane Casale Treasurer
Signature of President, Treasurer or Trustee

6/22/2012
Date

DIANE CASALE
(print or type) Name of Officer/Trustee

TREASURER
Title

THE SIGNATURE OF THE EXECUTIVE DIRECTOR IS NOT ACCEPTABLE. (If the organization does not have the office of "President" or "Treasurer", please attach an explanation or definition of the authority vested in the signator.)

STATE OF *New Hampshire*

COUNTY OF *Rockingham*

On this the *22* day of *June*, 20*12* before me personally appeared the above named officer or trustee who acknowledged himself/herself to be the officer/trustee, President, or Treasurer of the above named organization and took oath or affirmed that the attached report, including accompanying schedules and statements, is, to the best of his/her knowledge and belief, true, correct and complete.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Konstantinos Karavasilis
Notary Public

OFFICE OF THE NEW HAMPSHIRE ATTORNEY GENERAL
CHARITABLE TRUSTS UNIT

33 Capitol Street
Concord, NH 03301-6397

Register of Charitable Trusts

Form NHCT-2A

ANNUAL REPORT

For the calendar year _____
and ending 12-31-2011

or fiscal year beginning 1-1-2011
Registration number 16180

NAME OF ORGANIZATION: PREVENTION CERTIFICATION Board of New Hampshire
ADDRESS: PO Box 1088 Manchester, N.H. 03105
Please make name/address corrections here:

A) Employer or Federal ID Number: 34-2046599
D) Tax exempt under section 501 (c) (): check here if application for exemption is pending ()
G) Group return filed for affiliates? Yes _____ No X
Separate return filed by group affiliate? Yes _____ No X

PART I STATEMENT OF SUPPORT, REVENUE, AND EXPENSES AND CHANGES IN FUND BALANCES:

Support and Revenue

1) Contributions, gifts, grants	<u>\$ 7722.72</u>
2) Program service revenue (see part V)	<u>1580.00</u>
3) Membership dues and assessments	<u>505.00</u>
4) Interest on savings and cash investments	_____
5) Dividends and interest from securities	_____
9) Special fundraising events and activities (Attach schedule, see instructions #6)	
a) Gross revenue	\$ _____
b) Minus: direct expenses	_____
c) Net income (line 9a minus line 9b)	_____
11) Other revenue (see part V)	_____
12) Total revenue (add lines 1,2,3,4,5,9(c) and 11)	<u>9802.72</u>

Expenses

13) Program services (program service charities only) (see Part III)	_____
14) Management and general (see line 44)	<u>9439.47</u>
17) Total expenses (add lines 13 and 14)	<u>9439.47</u>

Fund Balances Lines 18 Through 21 Must Be Completed

18) Excess (deficit) for the year (line 12 minus line 17)	<u>363.25</u>
19) Fund balances or net worth at the <u>beginning</u> of the year..(see line 75)	<u>3153.66</u>
20) Other changes in net assets or fund balance	_____
(ATTACH EXPLANATION)	
21) Fund balances or net worth at <u>end</u> of year (add lines 18 and 19)(see also line 75)	<u>3516.91</u>

Organization Name: Prevention Certification Board of NH

PART II STATEMENT OF FUNCTIONAL EXPENSES

22) Grants and allocations (ATTACH SCHEDULE).....	_____
23) Specific assistance to individuals.....	_____
24) Benefits paid to or for members.....	_____
25) Compensation of officers, directors, etc.....	_____
26) Other salaries and wages.....	_____
27) Pension plan contributions.....	_____
28) Other employee benefits.....	_____
29) Payroll taxes.....	_____
30) Professional fundraising fees.....	_____
31) Accounting fees.....	_____
32) Legal fees.....	_____
33) Supplies.....	_____
34) Telephone & Internet.....	<u>1031.76</u>
35) Postage and shipping.....	<u>154.09</u>
36) Occupancy.....	_____
37) Equipment rental and maintenance.....	_____
38) Printing and publications.....	_____
39) Travel.....	<u>304.02</u>
40) Conferences, conventions, meetings.....	<u>1066.94</u>
41) Interest.....	_____
42) Depreciation (attach schedule).....	_____
43) Other expenses (itemized):	
a) <u>EXAMS</u>	<u>230.00</u>
b) <u>insurance</u>	<u>720.00</u>
c) <u>Admin. support</u>	<u>4500.00</u>
d) <u>Membership fees & dues</u>	<u>654.50</u>
e) <u>Supplies & expenses</u>	<u>779.16</u>
44) Total functional expenses (enter on line 14).....	<u>9439.47</u>

Organization Name: Prevention Certification Board of NH

PART III STATEMENT OF PROGRAM SERVICES RENDERED (program service charities only)

DESCRIPTION	EXPENSES
a) _____ _____ _____	\$ _____
b) _____ _____ _____	\$ _____
c) _____ _____ _____	\$ _____
TOTAL - MUST EQUAL LINE 13	\$ _____

Organization Name: PREVENTION CERTIFICATION BOARD OF NH

PART IV OFFICERS AND DIRECTORS

List ALL Officers, Directors and Trustees. Boards of Directors of voluntary corporations MUST have at least five (5) members who are not related by blood or marriage.

Name SEE ATTACHED LIST
Home Address _____

Position Held _____
Daytime Phone _____

Name _____
Home Address _____

Position Held _____
Daytime Phone _____

Name _____
Home Address _____

Position Held _____
Daytime Phone _____

Name _____
Home Address _____

Position Held _____
Daytime Phone _____

Name _____
Home Address _____

Position Held _____
Daytime Phone _____

Attach sheet if additional space is required.

Organization Name: PREVENTION CERTIFICATION BOARD of NH

PART V PROGRAM SERVICE REVENUE AND OTHER REVENUE (State nature)
(Program service charities only)

	<u>Program Service</u>	<u>Other</u>
a) _____	_____	_____
b) _____	_____	_____
c) _____	_____	_____
d) _____	_____	_____

PART VI BALANCE SHEETS

	<u>Beginning of Year</u>	<u>End of Year</u>
Assets		
45) Cash - non interest bearing	<u>3153.64</u>	<u>3516.91</u>
46) Savings and cash investments	_____	_____
47) Accounts receivable	_____	_____
48) Pledges receivable	_____	_____
49) Grants receivable	_____	_____
50) Receivables due from Officers, Directors, etc.	_____	_____
51) Other notes and loans receivable	_____	_____
52) Inventories for sale or use	_____	_____
53) Prepaid	_____	_____
54) Investments - securities	_____	_____
55) Investments - real estate	_____	_____
56) Investments - other	_____	_____
58) Other assets	_____	_____
59) Total assets (add lines 45 through 58)	_____	<u>3516.91</u>
Liabilities		
60) Accounts payable	_____	_____
61) Grants payable	_____	_____
63) Loans from officers, directors, etc.	_____	_____
64) Mortgages/notes payable	_____	_____
65) Other liabilities	_____	_____
66) Total liabilities (add lines 60 through 65)	_____	_____
Fund Balances or Net Worth <u>Line 75 Must Be Completed</u>		
75) Net worth (assets, line 59, minus liabilities, line 66)	<u>3153.64</u>	<u>3516.91</u>

NOTE: PLEASE BE SURE TO SIGN THE ANNUAL REPORT CERTIFICATE BEFORE A NOTARY PUBLIC AND RETURN THE CERTIFICATE AND REPORT TO:

Office of the Attorney General, Charitable Trusts Unit, 33 Capitol St., Concord, NH 03301-6397

FAILURE TO FILE ANNUAL FINANCIAL REPORTS WITH THE DEPARTMENT OF JUSTICE IN A TIMELY MANNER MAY RESULT IN COURT ACTION AND THE IMPOSITION OF CIVIL PENALTIES OF UP TO \$10,000.00 FOR EACH VIOLATION (RSA 7:28-f II (d))

OFFICE OF THE NEW HAMPSHIRE ATTORNEY GENERAL
CHARITABLE TRUSTS UNIT
33 Capitol Street, Concord, NH 03301-6397

MUST BE COMPLETED
AND ATTACHED TO FILING

APPENDIX TO ANNUAL REPORT

Name of Organization: PREVENTION CERTIFICATION BOARD OF NH

1. Is there currently a conflict of interest policy in effect? Yes No
A Conflict of Interest Policy is required by law (see RSA 7:19 II)

2. Did any officer, Director, Trustee or member of the immediate family obtain a pecuniary benefit from the organization in the last year other than reasonable compensation for services rendered and expenses incurred in connection with their official duties?
Yes No

If yes, complete the following:

A. Was any real estate transaction involved? Yes No

B. Was a loan made to any director, officer or trustee? Yes No

C. Was a pecuniary benefit paid in excess of \$500? Yes No
If yes, attach copy of meeting minutes.

D. Was a pecuniary benefit paid in excess of \$5,000? Yes No
If yes, attach a copy of:
• Public Notice
• Meeting Minutes
• Employment Contract

E. Provide a **list** of each pecuniary benefit transaction involving a director, officer, trustee or member of the immediate family. Include names of recipient(s) and amount(s) of benefit as required under RSA 7:28.

NOTE: The Director of Charitable Trusts may request **copies** of all contracts, payment records, vouchers and financial records or documents involving a director, officer, trustee or member of the immediate family as required under RSA 7:24.

Prevention Certification Board of NH

	Expenses for Calendar Year 2011												Totals
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contract	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 4,500.00
Travel	\$ 40.00		\$ 52.02		\$ 51.00			\$ 55.00		\$ 51.00		\$ 55.00	\$ 304.02
Postage		\$ 63.09	\$ 43.12		\$ 23.24				\$ 24.64				\$ 154.09
Expenses			\$ 7.00	\$ 1,220.00			\$ 35.49		\$ 140.00				\$ 1,402.49
Supplies		\$ 19.99	\$ 4.49		\$ 45.56				\$ 833.45			\$ 25.63	\$ 95.67
Conference											\$ 233.49		\$ 233.49
Study Guides													
Books													
Exams							\$ 230.00						\$ 230.00
Fees					\$ 75.00		\$ 579.50						\$ 654.50
Telephone		\$ 240.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 540.00
Internet	\$ 191.76						\$ 300.00						\$ 491.76
Totals	\$ 731.76	\$ 823.08	\$ 636.63	\$ 1,750.00	\$ 724.80	\$ 530.00	\$ 1,424.99	\$ 335.00	\$ 1,278.09	\$ 331.00	\$ 513.49	\$ 360.63	\$ 9,439.47

Short Form Return of Organization Exempt From Income Tax

2011

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code
(except black lung benefit trust or private foundation)

▶ Sponsoring organizations of donor advised funds, organizations that operate one or more hospital facilities, and certain controlling organizations as defined in section 512(b)(13) must file Form 990 (see instructions). All other organizations with gross receipts less than \$200,000 and total assets less than \$500,000 at the end of the year may use this form.

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2011 calendar year, or tax year beginning 1/1/ , 2011, and ending 12/31/ , 20 11

B Check if applicable:

Address change
 Name change
 Initial return
 Terminated
 Amended return
 Application pending

C Name of organization
Prevention Certification Board of New Hampshire

Number and street (or P.O. box, if mail is not delivered to street address) Room/suite
PO Box 1088

City or town, state or country, and ZIP + 4
Manchester, NH 03105-1088

D Employer identification number
34-2046599

E Telephone number
603-828-8958

F Group Exemption Number ▶

G Accounting Method: Cash Accrual Other (specify) ▶

H Check if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

I Website: ▶

J Tax-exempt status (check only one) – 501(c)(3) 501(c) (6) ◀ (insert no.) 4947(a)(1) or 527

K Check if the organization is not a section 509(a)(3) supporting organization or a section 527 organization and its gross receipts are normally not more than \$50,000. A Form 990-EZ or Form 990 return is not required though Form 990-N (e-postcard) may be required (see instructions). But if the organization chooses to file a return, be sure to file a complete return.

L Add lines 5b, 6c, and 7b, to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, line 25, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ ▶ \$

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I.)
 Check if the organization used Schedule O to respond to any question in this Part I

	Description	Code	Amount
Revenue	1 Contributions, gifts, grants, and similar amounts received	1	\$7802.00
	2 Program service revenue including government fees and contracts	2	\$2080.00
	3 Membership dues and assessments	3	
	4 Investment income	4	
	5a Gross amount from sale of assets other than inventory	5a	
	b Less: cost or other basis and sales expenses	5b	
	c Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	5c	
	6 Gaming and fundraising events		
	a Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	
	b Gross income from fundraising events (not including \$ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b	
c Less: direct expenses from gaming and fundraising events	6c		
d Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d		
7a Gross sales of inventory, less returns and allowances	7a		
b Less: cost of goods sold	7b		
c Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	7c		
8 Other revenue (describe in Schedule O)	8		
9 Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 ▶	9	\$9882.00	
Expenses	10 Grants and similar amounts paid (list in Schedule O)	10	
	11 Benefits paid to or for members	11	
	12 Salaries, other compensation, and employee benefits	12	
	13 Professional fees and other payments to independent contractors	13	\$5998.00
	14 Occupancy, rent, utilities, and maintenance	14	
	15 Printing, publications, postage, and shipping	15	\$154.00
	16 Other expenses (describe in Schedule O)	16	\$3287.00
17 Total expenses. Add lines 10 through 16 ▶	17	\$9439.00	
Net Assets	18 Excess or (deficit) for the year (Subtract line 17 from line 9)	18	\$443.00
	19 Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	\$3154.00
	20 Other changes in net assets or fund balances (explain in Schedule O)	20	
	21 Net assets or fund balances at end of year. Combine lines 18 through 20 ▶	21	\$3597.00

Part II Balance Sheets. (see the instructions for Part II.)

Check if the organization used Schedule O to respond to any question in this Part II

	(A) Beginning of year	(B) End of year
22 Cash, savings, and investments	\$3154.00	\$3597.00
23 Land and buildings		
24 Other assets (describe in Schedule O)		
25 Total assets	\$9882.00	
26 Total liabilities (describe in Schedule O)	\$9439.00	
27 Net assets or fund balances (line 27 of column (B) must agree with line 21)	\$3597.00	\$3597.00

Part III Statement of Program Service Accomplishments (see the instructions for Part III.)

Check if the organization used Schedule O to respond to any question in this Part III

What is the organization's primary exempt purpose? Certify Prevention Specialists in the State of NH

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

Expenses
(Required for section 501(c)(3) and 501(c)(4) organizations and section 4947(a)(1) trusts; optional for others.)

28	Nine individuals took the Prevention Specialist exam in 2011. 7 individuals passed and 2 failed. Of the seven who pass, all became certified. Six individuals sought and gained recertification status in 2011 as well. Currently there are 66 individuals in New Hampshire who are Certified Prevention Specialists. (Grants \$) If this amount includes foreign grants, check here <input type="checkbox"/>	28a
29	 (Grants \$) If this amount includes foreign grants, check here <input type="checkbox"/>	29a
30	 (Grants \$) If this amount includes foreign grants, check here <input type="checkbox"/>	30a
31	Other program services (describe in Schedule O) (Grants \$) If this amount includes foreign grants, check here <input type="checkbox"/>	31a
32	Total program service expenses (add lines 28a through 31a)	32

Part IV List of Officers, Directors, Trustees, and Key Employees. List each one even if not compensated. (see the instructions for Part IV.)

Check if the organization used Schedule O to respond to any question in this Part IV

(a) Name and address	(b) Title and average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC) (if not paid, enter -0-)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
Kelley Hobbs 10 Peachtree Lane, Auburn NH 03032	President, 4	0	0	0
Timothy Lena 14 Pleasant Street, Kittery ME 03904	Vice President, 4	0	0	0
Diane Casale 52 Holbrook Road, Bedford NH 03110	Treasurer, 4	0	0	0
Judy Fournier PO Box 1352 Hillsborough, NH 03244	Secretary, 4	0	0	0
Robert Thomson PO Box 474, Jackson NH 03846	member-at-large, 1	0	0	0
Kelly Brigham-Steiner 913 Miller Falls Road, Northfield MA 01360	member-at-large, 1	0	0	0
Donna Arias 20 Hudson Road, Nashua NH 03064	member-at-large, 1	0	0	0
Jodi Clark PO Box 381, Marlboro VT 05344	member-at-large, 1	0	0	0

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V

		Yes	No
33	Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O		✓
34	Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O (see instructions)		✓
35a	Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?		✓
b	If "Yes," to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O		✓
35c	Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III		✓
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N		✓
37a	Enter amount of political expenditures, direct or indirect, as described in the instructions. ▶ 37a _____		
b	Did the organization file Form 1120-POL for this year?		✓
38a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?		✓
b	If "Yes," complete Schedule L, Part II and enter the total amount involved 38b _____		
39	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on line 9 39a _____		
b	Gross receipts, included on line 9, for public use of club facilities 39b _____		
40a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 ▶ _____ ; section 4912 ▶ _____ ; section 4955 ▶ _____		
b	Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I	40b	✓
c	Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 ▶ _____		
d	Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax on line 40c reimbursed by the organization ▶ _____		
e	All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T.	40e	✓
41	List the states with which a copy of this return is filed. ▶ _____		
42a	The organization's books are in care of ▶ <u>Diane Casale, Treasurer</u> Telephone no. ▶ <u>(603) 432-8882 x14</u> Located at ▶ <u>36 Tsienneto Road, Derry NH</u> ZIP + 4 ▶ <u>03038-1550</u>		
b	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country: ▶ _____ See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts .	42b	✓
c	At any time during the calendar year, did the organization maintain an office outside the U.S.? If "Yes," enter the name of the foreign country: ▶ _____	42c	✓
43	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 — Check here <input type="checkbox"/> and enter the amount of tax-exempt interest received or accrued during the tax year ▶ 43 _____		
44a	Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44a	✓
b	Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44b	✓
c	Did the organization receive any payments for indoor tanning services during the year?	44c	✓
d	If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	44d	✓
45a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	45a	✓
45b	Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ (see instructions)	45b	✓

		Yes	No
46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I	46		<input checked="" type="checkbox"/>

Part VI Section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts only. All section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI

		Yes	No
47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II	47		<input checked="" type="checkbox"/>
48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	48		<input checked="" type="checkbox"/>
49a Did the organization make any transfers to an exempt non-charitable related organization?	49a		<input checked="" type="checkbox"/>
b If "Yes," was the related organization a section 527 organization?	49b		<input checked="" type="checkbox"/>

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and address of each employee paid more than \$100,000	(b) Title and average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation

f Total number of other employees paid over \$100,000 ▶ _____

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and address of each independent contractor paid more than \$100,000	(b) Type of service	(c) Compensation

d Total number of other independent contractors each receiving over \$100,000 ▶ _____

52 Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A ▶ Yes No

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

Sign Here	▶ Signature of officer	Date
	▶ Diane Casale, Treasurer	Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

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

MISSION STATEMENT

The mission of prevention certification is to recognize and ensure that substance abuse prevention practitioners meet competency standards established by the International Certification Reciprocity Consortium (IC&RC) and the New Hampshire Prevention Certification Board

Prevention Certification Board of New Hampshire

BOARD OF DIRECTORS

Name/ Title	Organization	Address	Email	Phone Number (s)
Chair – Kelley Hobbs	NH Alcohol and Other Drug Service Providers Association	10 Ferry Street, Suite 307, Concord, NH	Hobbs.kelley@yahoo.com	661-7764
Vice Chair	Tim Lena- Timberlane High School	36 Greenough Road Plaistow, NH 03865	tlena@timberlane.net	603.382.6541
Secretary	Judy Fournier- Office of Youth Services	Hillsboro, NH 03244	Hissboroyouthservices@yahoo.com	603.464.5779
Treasurer	Jessica Blais- Partners in Prevention	67 Water Street, Suite 105 Laconia, NH 03246	jbtais@lrpph.org	603.528.2145
	Diane Casale- The Upper Room	36 Tsienneto Road Derry, NH 03038	dcasale@urteachers.org	603.432-8882
	Donna Arias- Beyond Influence	20 Broad Street 03064 Nashua, NH	donna@gncpc.org	603.882-4011
	Kelly Steiner- Monadnock Voices	105 Castle Street Keene, NH 03431	ksteiner@mc-ph.org	603.357.1992
	Bob Thompson- North Country Health Consortium	7 Main Street Whitefield, NH 03598	603.259.3704	bthompson@nchcnh.org

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
 Division of Community Based Care Services
 Bureau of Drug and Alcohol Services

Agency Name: Prevention Certification Board of New Hampshire

Program: Prevention Certification

BUDGET PERIOD:	SFY 2010	July 1, 2012 - June 30, 2013	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Cyndi Desrosiers- Administrator	\$3,600	100.00%	\$3,600.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$3,600.00

BUDGET PERIOD:	SFY 2011	July 1, 2013 - June 30, 2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Cyndi Desrosiers- Administrator	\$3,600	100.00%	\$3,600.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$3,600.00

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.) ~~These personnel MUST be listed~~

Attachment 3-A

20 Gates Rd, Unit 8
Marlborough, NH 03455

Cell # 603-828-8958
desrosiersc@myfairpoint.net

Cynthia M. Desrosiers, CPS, CASA/gal

- | | | |
|-------------------|-------------------------|---|
| Experience | September 2010- current | County of Cheshire
Grant Support Specialist |
| | | <ul style="list-style-type: none">• Manage and write county-wide grants (3.7 million) for all initiatives: federal, state, foundation and others; Mobilize community members, organize stakeholders and provide support to sub-recipients of grant funds; work closely with Dept. of Corrections, County Attorney's Office, Alternative Sentencing Program, County Sheriff's Office, Regional Substance Abuse Network, Public Health Network and other Community Stakeholders |
| | November 2009- current | NH Prevention Certification Board
Administrator |
| | | <ul style="list-style-type: none">▪ Manage website and correspondences, provide technical assistance to BOD and Peer Review Committee, logistics for Certified Prevention Specialists |
| | July 2007- current | Independent Consultant |
| | | <ul style="list-style-type: none">▪ Consultation to nonprofit organizations for board development, assessment, capacity building, developmental assets, bullying prevention, strategic planning, advocacy, prevention ethics, recovery coaching and grant writing▪ Successful grants written as a consultant:
Seacoast Youth Services, Office of Juvenile Justice & Delinquency Prevention, May 2010, \$130,000; Cogswell Foundation, June 2010, \$10,000; NH Charitable Foundation, June 2010, \$15,000; Friends of Recovery NH, Bureau of Drug and Alcohol Services, Treatment, May 2010, \$86,000 and NH Charitable Foundation, February 2010, \$70,000• Clients include Town of Springfield, NH; Greater Manchester Regional Network; Marjorie Droppa, PhD; Communities United Regional Network of Sullivan County; Nashua Regional Network |
| | July 2007- March 2010 | Allies in Substance Abuse Prevention
Regional Project Coordinator |
| | | <ul style="list-style-type: none">▪ Worked with community stakeholders and the state to develop a Regional Prevention Network in the State of NH, Region J (Greater Seacoast Area)▪ Coordinated strategies within membership body and oversight |

Attachment 3-B

board members

- Advocate at legislative hearings and within workgroups regarding relative law changes
- Identified networking and sustainable opportunities
- Coordinated monthly meetings with stakeholders
- Maintained financial requirements of the grant, \$320,000 per year
- Provided ongoing technical assistance and training to five coalitions at varying stages of development
- Co-Chaired ASAP Taskforce
- Wrote grants: successful SPF continuation, Enforcing Underage Drinking Laws, Dept. Of Education Title IV; assisted with others-SS/HS, Drug Free Communities

Experience

2003-July 2007

Greater Waterville Communities for Children & Youth (GWC4CY)

Project Director, Prevention Coalition

- Managed three grants for substance abuse prevention
- Implemented and coordinate substance abuse prevention programs
- Worked with evaluators to measure outcomes of programs
- Worked with community organizations to reach program goals
- Ordered, managed, and monitored general office needs
- Coordinate efforts nationally with NH AG and CAMY
- Tracked and monitored expenses for fiscal sponsor
- Wrote collaborative successful grants to sustain and expand prevention efforts: State of Maine OneME and Essential Services, Drug Free Communities, SPF SIG, America's Promise 100 Best Communities for Young People, Service 2 Science for diversion program

Relevant Experience

2010 Grant Reviewer

Elementary and School Counseling Program

2007 Grant Reviewer

Drug Free Communities Grant for SAMHSA

NH Prevention Certification Board

Certification

Certified Prevention Specialist, since March of 2008

Education

Charles H. McCann Technical, North Adams, MA

- Medical Assisting

Lee High School, Lee, MA

- High School Diploma

**New Hampshire Department of Health and Human Services
 Division of Community Based Care Services
 Bureau of Drug and Alcohol Services
 COMPLETE ONE BUDGET FORM FOR EACH PROGRAM MODALITY**

Bidder/Program Name: Prevention Certification Board of New Hampshire

Budget Request for: 2012-DCBCS-BDAS-03

Budget Period: July 1, 2012 - June 30, 2013

Line Item	A. Total Program Cost	B. Direct (Incremental)	C. Fixed (Indirect)	D. Total BDAS requested funds	E. Allocation Method for Fixed Cost
1. Total Salary/Wages					
2. Employee Benefits					
3. Consultants					
4. Equipment					
5. Supplies					
6. Travel	\$800	\$800		\$800	
7. Occupancy					
8. Current Expenses	\$600	\$600		\$600	
9. Software					
10. Marketing/Communications					
11. Staff Education and Training					
12. Subcontracts/Agreements	\$3600	\$3600		\$3600	
13. Other (specific details are mandatory in narrative)					
14. TOTAL	\$5000	\$5000	\$0	\$5000	
15. Indirect As A Percent of Direct					0

2012-DCBCS-BDAS-03 PREVENTION CERTIFICATION BOARD OF NH

**New Hampshire Department of Health and Human Services
 Division of Community Based Care Services
 Bureau of Drug and Alcohol Services
 COMPLETE ONE BUDGET FORM FOR EACH PROGRAM MODALITY**

Bidder/Program Name: Prevention Certification Board of New Hampshire

Budget Request for: 2012-DCBCS-BDAS-03

Budget Period: July 1, 2013 - June 30, 2014

Line Item	A. Total Program Cost	B. Direct (Incremental)	C. Fixed (Indirect)	D. Total BDAS requested funds	E. Allocation Method for Fixed Cost
1. Total Salary/Wages					
2. Employee Benefits					
3. Consultants					
4. Equipment					
5. Supplies					
6. Travel	\$800	\$800		\$800	
7. Occupancy					
8. Current Expenses	\$600	\$600		\$600	
9. Software					
10. Marketing/Communications					
11. Staff Education and Training					
12. Subcontracts/Agreements	\$3600	\$3600		\$3600	
13. Other (specific details are mandatory in narrative)					
14. TOTAL	\$5000	\$5000	\$0.00	\$5000	
15. Indirect As A Percent of Direct					0

2012-DCBCS-BDAS-03 PREVENTION CERTIFICATION BOARD OF NH

**New Hampshire Department of Health and Human Services
 Division of Community Based Care Services
 Bureau of Drug and Alcohol Services
 COMPLETE ONE BUDGET FORM FOR EACH PROGRAM MODALITY**

Bidder/Program Name: Prevention Certification Board of New Hampshire

Budget Request for: 2012-DCBCS-BDAS-03

Budget Period: July 1, 2014 - June 30, 2015

Line Item	A. Total Program Cost	B. Direct (Incremental)	C. Fixed (Indirect)	D. Total BDAS requested funds	E. Allocation Method for Fixed Cost
1. Total Salary/Wages					
2. Employee Benefits					
3. Consultants					
4. Equipment					
5. Supplies					
6. Travel	\$800	\$800		\$800	
7. Occupancy					
8. Current Expenses	\$600	\$600		\$600	
9. Software					
10. Marketing/Communications					
11. Staff Education and Training					
12. Subcontracts/Agreements	\$3600	\$3600		\$3600	
13. Other (specific details are mandatory in narrative)					
14. TOTAL	\$5000.00	\$5000.00	\$0.00	\$5000.00	
15. Indirect As A Percent of Direct					0