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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Lori A. Weaver
Commissioner

Jeff Fleischer
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
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November 30, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into a contract with Strategies For Youth, Inc. (VC#468689), Cambridge, MA, in the amount of \$129,679 for the provision of an Interactive Educational Program that engages participants in a game-like experience and promotes positive relationships and collaboration between youth and law enforcement officers, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through October 31, 2025. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2024 and 2025, and are anticipated to be available in State Fiscal Year 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-042-421410-79060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, JUVENILE JUSTICE SERVICES, OJJDP

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	072-509073	Contracts	42140626	\$30,162
2025	072-509073	Contracts	42140626	\$49,881
2026	072-509073	Contracts	42140626	\$49,636
			Total	\$129,679

EXPLANATION

The purpose of this request is to promote positive relationships and collaboration between youth and law enforcement officers through an educational game designed to help youth better understand their legal rights and best practices when interacting with law enforcement officers.

The Contractor will provide an Interactive Educational Program statewide through an online game platform, as well as supporting materials and guides, to inform youth about the Juvenile Justice system. The Contractor will establish a collaborative advisory group for the development of the project, in order to create the curriculum to be utilized. The Contractor will ensure that the curriculum is focused on NH specific laws and procedures.

The goal of the Interactive Educational Program is to increase youth education of state laws and individual rights, including best practices in interactions with law enforcement officers. The education game will promote positive interactions with law enforcement and aim to decrease youth escalation that occurs because of misunderstandings regarding rights. The Contractor's review and utilization of research-driven state and city juvenile arrest data, publicly available on the NH Department of Safety's website, will inform the development and release of the education game.

The Department will monitor services by:

- Reviewing quarterly reports provided by the Contractor to ensure success of the program.
- Reviewing pre- and post-surveys, in direct consultation with an advisory group, to collect data on the effectiveness of the program.
- Participating in meetings with the Contractor on a monthly basis, or as otherwise requested by the Department.

The Department selected the Contractor through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from September 1, 2023 through October 6, 2023. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request, negative interactions between youth and law enforcement officers may continue to occur. These negative interactions lead to unnecessary involvement in New Hampshire's Juvenile Justice System. Youth will continue to act impulsively and overreact during interactions with law enforcement officers without this knowledge of their rights or how they can appropriately interact with law enforcement officers.

Area served: Statewide.

Source of Federal Funds: Assistance Listing# 16.540, FAIN# 2019JXFX0052.

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

Respectfully submitted,



Lori A. Weaver
Commissioner

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

Project ID # RFA-2024-DCYF-03-JUVEN

Project Title Juvenile Justice Interactive Educational Program

	Maximum Points Available	
		STRATEGIES FOR YOUTH, INC.
Technical		
Ability (Q1)	150	145
Utilize Online Platform (Q2)	200	190
Experience (Q3)	200	195
Capacity (Q4)	150	130
Total Possible - Technical	700	660

Total Proposed Vendor Cost: Not Applicable - No Cost Proposal for RFA

Reviewer Name

Title

- 1 Jorge Santana
- 2 Gayleen Smith
- 3 Jennifer Archer

- Juvenile Justice Reform Commission Member
- Financial Manager
- Juvenile Justice Specialist/Juvenile Parole Board Administrator

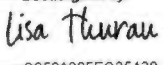
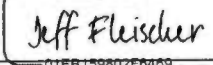
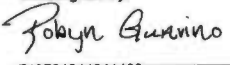
Subject: Juvenile Justice Interactive Educational Program (RFA-2024-DCYF-03-JUVEN-01)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Strategies for Youth, Inc.		1.4 Contractor Address P.O. Box 390174 Cambridge, MA 02139	
1.5 Contractor Phone Number 617-714-3789	1.6 Account Unit and Class 05-95-042-421410-79060000	1.7 Completion Date October 31, 2025	1.8 Price Limitation \$129,679
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature <small>DocuSigned by:</small>  <small>0059A09FEC035439...</small>	12/21/2023 Date:	1.12 Name and Title of Contractor Signatory Lisa Thurau Executive Director	
1.13 State Agency Signature <small>DocuSigned by:</small>  <small>01E6159802F0499...</small>	12/21/2023 Date:	1.14 Name and Title of State Agency Signatory Jeff Fleischer Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <small>DocuSigned by:</small>  <small>74873484941480...</small> On: 12/22/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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


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

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

7. PERSONNEL.

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

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

Contractor Initials 
Date 12/21/2023

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Juvenile Justice Interactive Educational Program**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

**New Hampshire Department of Health and Human Services
Juvenile Justice Interactive Educational Program
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide two (2) Juvenile Justice Interactive Educational Programs (JJIEPs), which will engage youth under the age of eighteen (18) years old, in community and school settings, and law enforcement officers, in a game-like experience, and which promotes positive relationships and collaboration between youth and law enforcement officers.
- 1.2. The Contractor must ensure services are available statewide
- 1.3. The Contactor must ensure the online platform does not collect any personally identifiable information from participants.
- 1.4. The Contactor must work with the Department to establish and collaborate with an advisory group during the initial development of the JJIEPs, to ensure curriculum is focused on New Hampshire specific laws and procedures, and to help support and advise the implementation process, which includes, but is not limited to:
 - 1.4.1. Juvenile Justice stakeholders, including, but not limited to:
 - 1.4.1.1. Prosecutors;
 - 1.4.1.2. Defense Attorneys;
 - 1.4.1.3. Probation Officers;
 - 1.4.1.4. Judges;
 - 1.4.1.5. School Resource Officers;
 - 1.4.1.6. Youth; and
 - 1.4.1.7. Educators.
- 1.5. The Contactor must review and utilize research-driven state and city juvenile arrest data, publicly available on the New Hampshire Department of Safety's website, in order to inform development and reach of the project.
- 1.6. The Contractor must create and customize two (2) JJIEPs, and supporting materials, including game leader guides.
- 1.7. The Contactor must develop materials for the education/training and implementation of the JJIEPs, including, but not limited to:
 - 1.7.1. Handouts;
 - 1.7.2. Game guidelines/instructions;
 - 1.7.3. Physical game components;
 - 1.7.4. Technological game components;
 - 1.7.5. Pamphlets;

**New Hampshire Department of Health and Human Services
Juvenile Justice Interactive Educational Program
EXHIBIT B**

- 1.7.6. Charts; and
- 1.7.7. Props.
- 1.8. The Contractor must develop an outreach campaign, to message the implementation of the process towards identified communities and stakeholders, and to reflect geographic and service venue diversity, which may include, but not be limited to:
 - 1.8.1. Flyers;
 - 1.8.2. Social Media;
 - 1.8.3. Website; and
 - 1.8.4. Radio advertisements.
- 1.9. The Contactor must provide a minimum of one-hundred fifty (150) licenses statewide to trained game leaders and/or programs, agencies and schools, to access the online game boards used to deliver the JJIEPs, to ensure ongoing use.
- 1.10. The Contactor must conduct an initial training for facilitators, including a train the trainer model, and must include at least four (4) pilot game experiences with youth.
- 1.11. The Contactor must, in coordination with the Department, plan and implement the JJIEPs statewide, and must train facilitators on how to present and facilitate the programs.
- 1.12. The Contactor must ensure the JJIEPs promote youth education of state laws and individual rights, including best practices in interactions with law enforcement officers.
- 1.13. The Contactor must support the Department in promoting relationships and collaboration with community stakeholders, including, but not limited to:
 - 1.13.1. Law Enforcement Officers;
 - 1.13.2. Youth;
 - 1.13.3. Schools;
 - 1.13.4. Community Centers; and
 - 1.13.5. Diversion Programs.
- 1.14. The Contactor must develop pre- and post-surveys, in a format chosen by the Contractor and approved by the Department, in direct consultation with the advisory group, to collect data on the effectiveness of the JJIEPs.
- 1.15. The Contactor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

2. Reporting

**New Hampshire Department of Health and Human Services
Juvenile Justice Interactive Educational Program
EXHIBIT B**

- 2.1. The Contractor must submit quarterly reports, which include, but are not limited to:
 - 2.1.1. Number of youth engaged in the JJIEPs;
 - 2.1.2. Surveys to gauge youth improvement in knowledge throughout engagement in JJIEPs;
 - 2.1.3. Number of law enforcement personnel engaged in the JJIEPs;
 - 2.1.4. Surveys to gauge law enforcement improvement in knowledge throughout engagement in JJIEPs;
 - 2.1.5. Aggregate, de-identifiable demographic information for participants, to include:
 - 2.1.5.1. Town/City of residence and/or employment;
 - 2.1.5.2. Age;
 - 2.1.5.3. Race/Ethnicity; and
 - 2.1.5.4. Gender.
- 2.2. The Contactor may be required to provide other data and metrics to the Department in a format specified by the Department.
- 2.3. Background Checks
 - 2.3.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
 - 2.3.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
 - 2.3.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
 - 2.3.1.3. A name search of the Department's Division for Children; Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.
- 2.4. Confidential Data
 - 2.4.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the

**New Hampshire Department of Health and Human Services
Juvenile Justice Interactive Educational Program
EXHIBIT B**

Department's Information Security Requirements Exhibit as referenced below.

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

2.5. Contract End-of-Life Transition Services

2.5.1. General Requirements

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

2.5.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

2.5.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in

**New Hampshire Department of Health and Human Services
Juvenile Justice Interactive Educational Program
EXHIBIT B**

relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

- 2.5.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
 - 2.5.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
 - 2.5.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.
- 2.5.2. Completion of Transition Services
- 2.5.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
 - 2.5.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.
- 2.5.3. Disagreement over Transition Services Results
- 2.5.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process.

**New Hampshire Department of Health and Human Services
Juvenile Justice Interactive Educational Program
EXHIBIT B**

The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

3. Exhibits Incorporated

- 3.1. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 3.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 3.3. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

4. Additional Terms

4.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

4.3. Credits and Copyright Ownership

- 4.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New

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**New Hampshire Department of Health and Human Services
Juvenile Justice Interactive Educational Program
EXHIBIT B**

Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.”

- 4.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 4.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 4.3.3.1. Brochures.
 - 4.3.3.2. Resource directories.
 - 4.3.3.3. Protocols or guidelines.
 - 4.3.3.4. Posters.
 - 4.3.3.5. Reports.
- 4.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4.4. Operation of Facilities: Compliance with Laws and Regulations

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

5. Records

- 5.1. The Contractor must keep records that include, but are not limited to:
 - 5.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

**New Hampshire Department of Health and Human Services
Juvenile Justice Interactive Educational Program
EXHIBIT B**

- 5.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 5.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 5.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
Juvenile Justice Interactive Educational Program**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, by the Office of Juvenile Justice and Delinquency Prevention, Assistance Listing Number (ALN) 16.540, FAIN 2019JXFX0052.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DCYFInvoices@dhhs.nh.gov or mailed to:

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

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**New Hampshire Department of Health and Human Services
Juvenile Justice Interactive Educational Program**

EXHIBIT C

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

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**New Hampshire Department of Health and Human Services
Juvenile Justice Interactive Educational Program**

EXHIBIT C

- 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 8.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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New Hampshire Department of Health and Human Services
Contractor Name: *Strategies for Youth, Inc.*
Budget Request for: *Juvenile Justice Interactive Educational Program*
July 1, - June 30 (SFYs 2024 (December 2023-June 30
2024, 2025 & 2026)
Budget Period: 2024, 2025 & 2026)
Average Indirect Cost Rate (if applicable) 10%

Line Item	Program Cost - Funded by DHHS - SFY 24	Program Cost - Funded by DHHS - SFY 25	Program Cost - Funded by DHHS - SFY 26
1. Salary & Wages	\$21,600	\$24,856	\$25,978
2. Fringe Benefits: 20%	4,320	\$4,971	\$5,196
3. Consultants: Data Collection/Analysis	\$500		
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>			
5.(a) Supplies - Educational			
5.(b) Supplies - Lab			
5.(c) Supplies - Pharmacy			
5.(d) Supplies - Medical			
6. Travel: 1-2 trips	\$1,000	\$1,000	\$1,000
7. Software: 150 Licenses		\$9,250	\$9,250
8. (a) Other - Marketing/Communications: Material Production/Printing: 150 people*		\$750	\$1,000
8. (b) Other - Education and Training: Be Smart w/Police Pamphlets 5,000 pamphlets		\$1,500	\$1,500
8. (c) Other - Other (specify below)			
<i>Other: Translation</i>		\$2,000	
<i>Other: Police Hats \$8 each</i>		\$1,200	\$1,200
<i>Other (please specify)</i>			
<i>Other (please specify)</i>			
<i>Other (please specify)</i>			
<i>Other (please specify)</i>			
<i>Other (please specify)</i>			
9. Subrecipient Contracts			
Total Direct Costs	\$27,420	\$45,347	\$45,124
Total Indirect Costs	\$2,742	\$4,534	\$4,512
	10.00%	10.00%	10.00%
Subtotals	\$30,162	\$49,881	\$49,636
TOTAL		\$129,679	

*To be produced in-house



**New Hampshire Department of Health and Human Services
Exhibit D**

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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 5151-5160 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(c) 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 certificate 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 03301-6505

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



New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

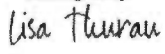
Place of Performance (street address, city, county, state, zip code) (list each location)


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

Vendor Name: Strategies for Youth, Inc

12/21/2023

Date

DocuSigned by:

 Name: Lisa Thurau
 Title: Executive Director

Vendor Initials 
 Date 12/21/2023



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, 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, 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 a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: strategies for youth, Inc

12/21/2023


Date

DocuSigned by:

Lisa Thurau

Name: LISA THURAU

Title: Executive Director

Vendor Initials 
Date 12/21/2023



**New Hampshire Department of Health and Human Services
Exhibit F**

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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 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 transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this 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 transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
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

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New Hampshire Department of Health and Human Services
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (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:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. 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.

Contractor Name: Strategies for Youth, Inc

12/21/2023

Date

DocuSigned by:
Lisa Thurau
Name: Lisa Thurau
Title: Executive Director

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New Hampshire Department of Health and Human Services
Exhibit G

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

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

The certificate 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.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit G

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

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

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Strategies for Youth, Inc

12/21/2023

Date

DocuSigned by:
Lisa Thurau
C853A89FEC35433
Name: Lisa Thurau
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials LT



New Hampshire Department of Health and Human Services
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 agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this 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.

Contractor Name: Strategies for Youth, Inc

12/21/2023


Date

DocuSigned by:

Lisa Thurau

Name: Lisa Thurau

Title: Executive Director

Contractor Initials 
Date 12/21/2023



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement 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 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.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- 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 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 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 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



New Hampshire Department of Health and Human Services

Exhibit I

- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- 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, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- 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) **Business Associate 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, Business Associate, including but not limited to all its directors, officers, employees and agents, shall 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 HIPAA Privacy, Security, and Breach Notification Rules 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



New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. 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. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. 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.
- e. 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 (l). 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



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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



New Hampshire Department of Health and Human Services

Exhibit I

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 Paragraph 10 of the standard terms and conditions (P-37) 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, 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.

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Date 12/21/2023



New Hampshire Department of Health and Human Services

Exhibit I

- 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) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

Strategies for Youth, Inc

The State

Name of the Contractor

Jeff Fleischer

Lisa Thurau

Signature of Authorized Representative

Signature of Authorized Representative

Jeff Fleischer

Lisa Thurau

Name of Authorized Representative
Director

Name of Authorized Representative

Executive Director

Title of Authorized Representative

Title of Authorized Representative

12/21/2023

12/21/2023

Date

Date

Contractor Initials *LT*

Date 12/21/2023



New Hampshire Department of Health and Human Services
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 Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward 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 (UEI #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

Contractor Name: Strategies for Youth, Inc

12/21/2023

Date

DocuSigned by:

Lisa Thurau

Name: Lisa Thurau

Title: Executive Director

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Contractor Initials

Date 12/21/2023



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: CHKATXBHZ4L9

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that STRATEGIES FOR YOUTH, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on December 12, 2023. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **949005**

Certificate Number: **0006361857**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of December A.D. 2023.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Strategies for Youth, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 1, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)


VOTED: That Lisa Thurau, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Strategies for Youth, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 12/1/23



Signature of Elected Officer
Name: **Dena Enos**
Title: **Co-Chair of the Board**

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/01/2023

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

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

PRODUCER Starkweather & Shepley (ST) Insurance Corp. of MA PO Box 549 Providence, RI 02901-0549	CONTACT NAME: Alijah Sous	
	PHONE (A/C, No, Ext): 508 347-2616 FAX (A/C, No): 508-718-2407	
	E-MAIL ADDRESS: asous@starshep.com	
INSURED Strategies for Youth, Inc. PO Box 390174 Cambridge, MA 02139	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Ins. Cos.	18058
	INSURER B : Hartford Fire Insurance Company	19682
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: 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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK2587861	09/22/2023	09/22/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2587861	09/22/2023	09/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	02WECAD1BKP	02/12/2023	02/12/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liab			PHPK2587861	09/22/2023	09/22/2024	\$3M Aggregate \$1M Each claim

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

State of NH is included as Additional Insured with regards to General Liability, as required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

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

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Strategies for Youth

P.O. Box 390174 • Cambridge, MA 02139 • 617.714.3789
www.strategiesforyouth.org

Mission Statement

Strategies for Youth is a national training and policy organization dedicated to ensuring best outcomes for youth interacting with law enforcement.

We achieve our mission by: 1) providing law enforcement agencies and officers with **developmentally appropriate, trauma-informed, racially equitable training**, policies and partnerships; 2) **teaching youth how to navigate interactions with law enforcement officers** and their peers, and to be aware of what conduct puts them in legal jeopardy, and 3) **conducting original research** and working with scholars to raise the profile of this issue.

STRATEGIES FOR YOUTH, INC.

CAMBRIDGE, MASSACHUSETTS

AUDITED FINANCIAL STATEMENTS

JUNE 30, 2022

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COLES & BODOIN, LLP

CERTIFIED PUBLIC ACCOUNTANTS

HILLSITE OFFICE BUILDING

75 SECOND AVENUE

NEEDHAM, MA 02494

(781) 455-1400

FAX (781) 444-8870

Board of Directors
Strategies for Youth, Inc.
Cambridge, Massachusetts

INDEPENDENT AUDITOR'S REPORT

Opinion

We have audited the accompanying financial statements of Strategies for Youth, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2022, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Strategies for Youth, Inc. as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Coles & Bodoïn, LLP

Needham, Massachusetts
March 12, 2023

STRATEGIES FOR YOUTH, INC.
STATEMENT OF FINANCIAL POSITION
June 30, 2022

ASSETS	
Cash	\$ 411,682
Accounts receivable	181,700
Employee Retention Credit receivable	72,773
Prepaid expenses	2,341
Property and equipment, net	21,630
Deposits	<u>6,600</u>
TOTAL ASSETS	<u>\$ 696,726</u>
LIABILITIES	
Accounts payable and accrued expenses	<u>\$ 59,517</u>
NET ASSETS	
Without donor restrictions	328,257
With donor restrictions	<u>308,952</u>
TOTAL NET ASSETS	<u>637,209</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 696,726</u>

See accompanying notes and independent auditor's report.

STRATEGIES FOR YOUTH, INC.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the year ended June 30, 2022

	Without Donor Restrictions	With Donor Restrictions	Total
SUPPORT AND REVENUE			
Grant revenue	\$ 28,340	\$ 309,709	\$ 338,049
Contract revenue	531,353	-	531,353
Consulting revenue	10,125	-	10,125
Contributions	167,856	-	167,856
Contributions in-kind	99,345	-	99,345
Gain on forgiveness of debt	65,514	-	65,514
Investment income	12	-	12
Net assets released from time restrictions	12,500	(12,500)	-
Net assets released from purpose restrictions	192,553	(192,553)	-
TOTAL SUPPORT AND REVENUE	<u>1,107,598</u>	<u>104,656</u>	<u>1,212,254</u>
EXPENSES			
Program services	726,715	-	726,715
Supporting services			
General and administrative	117,884	-	117,884
Fundraising	76,227	-	76,227
Total supporting services	<u>194,111</u>	<u>-</u>	<u>194,111</u>
TOTAL EXPENSES	<u>920,826</u>	<u>-</u>	<u>920,826</u>
CHANGE IN NET ASSETS	186,772	104,656	291,428
Net assets, beginning of year	<u>141,485</u>	<u>204,296</u>	<u>345,781</u>
NET ASSETS, END OF YEAR	<u>\$ 328,257</u>	<u>\$ 308,952</u>	<u>\$ 637,209</u>

See accompanying notes and independent auditor's report.

STRATEGIES FOR YOUTH, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For the year ended June 30, 2022

	Program Services	Supporting Services		Total
	Improving Police/Youth Interactions	General and Administrative	Fundraising	
Compensation and benefits	\$ 393,522	\$ 67,282	\$ 64,300	\$ 525,104
Consultants	98,001	193	435	98,629
Travel and meetings	86,976	-	3,375	90,351
Legal services	79,095	-	-	79,095
Occupancy	28,825	4,967	4,747	38,539
Accounting services	-	34,045	-	34,045
Books and subscriptions	12,863	-	-	12,863
Insurance	2,139	5,260	352	7,751
Printing and copying	6,895	-	-	6,895
Program supplies	5,420	-	1,400	6,820
Telephone	3,187	549	525	4,261
Depreciation	2,968	511	489	3,968
Postage	-	3,492	-	3,492
Supplies	2,634	426	406	3,466
Community outreach	2,986	-	-	2,986
Miscellaneous expenses	820	1,092	135	2,047
Interest	384	67	63	514
	<u>\$ 726,715</u>	<u>\$ 117,884</u>	<u>\$ 76,227</u>	<u>\$ 920,826</u>

See accompanying notes and independent auditor's report.

STRATEGIES FOR YOUTH, INC.
STATEMENT OF CASH FLOWS
For the year ended June 30, 2022

Cash flows from operating activities:	
Change in net assets	\$ 291,428
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Noncash contribution of property and equipment	(15,000)
Gain on forgiveness of debt	(65,514)
Noncash interest	514
Depreciation	3,968
(Increase) decrease in assets:	
Accounts receivable	(136,700)
Employee Retention Credit receivable	8,227
Prepaid expenses	2,950
(Increase) decrease in liabilities:	
Accounts payable and accrued expenses	2,146
Deferred revenue	(19,590)
Total adjustments	<u>(218,999)</u>
Net cash provided by operating activities	<u>72,429</u>
Cash flows from investing activities:	
Acquisition of property and equipment	<u>(2,848)</u>
Net cash used in investing activities	<u>(2,848)</u>
NET INCREASE IN CASH	69,581
Cash, beginning of year	<u>342,101</u>
CASH, END OF YEAR	<u>\$ 411,682</u>

See accompanying notes and independent auditor's report.

STRATEGIES FOR YOUTH, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2022

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Strategies for Youth, Inc. is located in Cambridge, Massachusetts and was incorporated on November 30, 2009 to conduct activities of community education, awareness, outreach and advocacy with respect to police and community relations and to develop effective methods of accountability and oversight of such relations.

Financial Statement Presentation

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

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objective of the organization.

Net assets with donor restrictions: Net assets subject to donor (or certain grantor) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. Donor restrictions that are met in the same year in which the contributions are made are recorded as net assets without donor restrictions in that year.

The Organization's net assets with donor restrictions includes \$294,494 restricted for specific programs in support of improving police/youth interactions and \$14,458 restricted in support of the Donor Management System software.

Cash

At June 30, 2022, the Organization had cash deposits in a bank which were in excess of federally insured limits by approximately \$161,000.

Accounts Receivable

Accounts receivable are recorded at net realizable value consisting of the outstanding amount less an allowance for estimated uncollectible accounts, if needed. The Organization considers all accounts receivable at June 30, 2022 to be collectible.

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed using the straight-line method over estimated useful lives of three to five years. Costs of maintenance and repairs are charged to expense as incurred and costs of significant renewals and betterments are capitalized.

See independent auditor's report.

STRATEGIES FOR YOUTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
June 30, 2022

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Forgivable Notes - Paycheck Protection Program

The Organization accounts for the forgivable notes received through the Small Business Administration (SBA) under *Coronavirus Aid, Relief and Economic Security Act (CARES Act) Paycheck Protection Program (PPP)*, as debt in accordance with Accounting Standards Codification (ASC) 470, *Debt*, and other related accounting pronouncements. The forgiveness of debt, in whole or in part, is recognized once the debt is extinguished, which occurs when the Organization is legally released from the liability by the SBA. Any portion of debt forgiven, adjusted for accrued interest forgiven, is recorded as a gain on forgiveness of debt, and presented in support and revenue on the statement of activities and changes in net assets.

Grants and Contributions

Grants and contributions that are unconditional promises to give to the Organization are recorded as revenue in the year the promise is made rather than when the gift is received. Donor restricted grants and contributions are reported as an increase in net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions. Contributed property and equipment are recorded at fair value at the date of donation.

Contract and Consulting Revenue

Contract and consulting revenue are recognized when control of the promised goods or services are transferred to clients in an amount that reflects the consideration the Organization expects to be entitled to in exchange for those goods and services.

Contributions In-Kind

Contributions in-kind are recognized as contributions if they (a) create or enhance non-financial assets or (b) require specialized skills, are performed by people with those skills, and may otherwise be purchased by the Organization.

During the year ended June 30, 2022, the Organization received and recognized \$79,095 of donated legal services, \$5,250 of donated consulting services, and \$15,000 for the creation of a Donor Management System software. Such amounts are based upon information provided by third-party service providers, are recorded at their estimated fair value determined on the date of contribution, and are reported as contributions in-kind. The Donor Management System software is reported as property and equipment on the accompanying statement of financial position. The donated legal services are reported as program services and the consulting services are allocated to program and supporting services on the accompanying statement of activities and statement of functional expenses.

See independent auditor's report.

STRATEGIES FOR YOUTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 June 30, 2022

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Tax Status

Strategies for Youth, Inc. is a nonprofit organization exempt from income taxes pursuant to Section 501(c)(3) of the Internal Revenue Code. Contributions to the Organization qualify as charitable deductions.

The Organization is not currently under examination by any taxing jurisdiction. Federal and state income tax returns are generally open for examination for three years after the date of filing the related return.

Functional Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. Compensation and benefits, certain consultants, occupancy, certain insurance, telephone, depreciation, certain supplies, certain miscellaneous expenses, and interest are allocated based on estimates of time and effort. All other expenses are based on a direct allocation.

Use of Estimates

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

Subsequent Events

Management has evaluated subsequent events through March 12, 2023, the date the financial statements were available to be issued.

NOTE B - PROPERTY AND EQUIPMENT, NET

Property and equipment at June 30, 2022 consisted of the following:

Furniture and equipment	\$14,011
Donor Management System software	<u>15,000</u>
	29,011
Less: accumulated depreciation	<u>7,381</u>
	<u>\$21,630</u>

See independent auditor's report.

STRATEGIES FOR YOUTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 June 30, 2022

NOTE C - LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets at June 30, 2022:

Financial assets at year end:

Cash	\$411,682
Accounts receivable	181,700
Employee Retention Credit receivable	<u>72,773</u>
Total financial assets	666,155

Less amounts not available to be used within one year:

Net assets with donor restrictions	<u>308,952</u>
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Financial assets available to meet general expenditures over the next twelve months	<u>\$357,203</u>
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The Organization manages its liquidity and reserves following two guiding principles: operating within a prudent range of financial soundness and stability, and maintaining adequate liquid assets to fund near-term operating needs.

NOTE D - EMPLOYEE RETENTION CREDIT

In 2021, the Organization received \$81,000 of refundable tax credits in accordance with the Employee Retention Credit (ERC) program, authorized by the *CARES Act*, as amended by subsequent legislative changes. In accordance with the ERC program, the Organization was eligible for an ERC if, due to the COVID-19 pandemic, there had been a significant decline in gross receipts in 2021 as compared with 2019 gross receipts, or a full or partial shutdown based on a governmental order. The ERC was computed based on a percentage of qualified wages (including qualified health insurance expenses) incurred during the year, with a maximum annual credit per employee.

The Organization's policy was to account for the ERC as a grant using guidance analogistic to conditional grants found in ASC 958-605, *Not-for-Profit Entities - Revenue Recognition*. In accordance with ASC 958-605, the ERC was recognized and recorded as grant income in the statement of activities and changes in net assets when the conditions required for the ERC were substantially met. The Organization had presented \$81,000 of grant income in support and revenue as other income - Employee Retention Credit on the statement of activities and changes in net assets for the year ended June 30, 2021. In the assets section of the June 30, 2022 statement of financial position, the Organization has an Employee Retention Credit receivable in the amount of \$72,773, reflective of that portion of the ERC that has not yet been received.

See independent auditor's report.

STRATEGIES FOR YOUTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
June 30, 2022

NOTE E - GAIN ON FORGIVENESS OF DEBT

On November 29, 2021, the Organization received notification from the SBA that the entire second note balance of \$65,000 had been forgiven. On the forgiveness date, the Organization removed the note balance and related accounts, and recorded in support and revenue on its statement of activities and changes in net assets, a gain on forgiveness of debt in the amount of \$65,514, which includes \$65,000 note forgiven and \$514 of accrued interest forgiven.

NOTE F - RETIREMENT PLAN

The Organization sponsors a defined contribution retirement plan covering all eligible employees. Participants may make pre-tax contributions up to the maximum annual limit permitted under the Internal Revenue Code. The Organization may make discretionary matches of 100% of a participant's elective deferrals up to a maximum of the first 3% of eligible participant compensation plus 50% of elective deferrals that do not exceed the next 2% of eligible participant compensation. Participants are immediately fully vested in the contributions made by the Organization. Total retirement plan expense amounted to \$11,449 for the year ended June 30, 2022.

NOTE G - RISKS AND UNCERTAINTIES

In early 2020, an outbreak of a novel strain of coronavirus (COVID-19) emerged globally. As a result, events have occurred including mandates from federal, state and local authorities leading to an overall decline in economic activity. The Organization is not able to estimate the length or severity of this outbreak and the related financial impact on its financial position, results of operations and cash flows. Management plans to adjust its operations accordingly and will continue to assess and monitor the situation as it evolves.

See independent auditor's report.

STRATEGIES for YOUTH
Board of Directors Listing
Updated November 2023

Abe Aly (2023; 1st Term), TREASURER
[unaffiliated]

Eddie Burns (2023, 1st Term)
AmeriHealth

Jessie Cronan (2023, 1st Term)
[unaffiliated]

Dena Enos (2024; 1st Term)
Stronghouse

Geordie McClelland (2022; 1st term) CHAIR
Delve

Benita Miller (2024; 1st Term)
Powerful Families, Powerful Communities NJ

Alyshia N. Perrin (2022; 1st term)
Paul L. Dunbar School

Nanda Prabhakar, LCSW, MPA (2022; 1st Term) CLERK
Spring Creek Recreational Fund

Derby St. Fort, Captain
New York Police Department (NYPD)

Molly Stifler (2022; 1st Term)
Stifler Family Foundation

Duvol Thompson, Esq. (2023; 1st Term)
Holland & Knight Law Firm

KRISTEN WHEELER
[Personal Information Redacted]

PROFESSIONAL LICENSE

Commonwealth of Massachusetts Bar, Admitted November 2012

EDUCATION

Boston University School of Law, Boston, MA

Juris Doctor, May 2012

Honors: *Public Interest Law Journal*, 2L Editor (Note: “Inconsistent Applications of Age of Consent Law: A Comparison of New York State’s Approaches to ‘Juvenile Prostitutes’ and ‘Juvenile Sex Offenders’”)

Clinical Work: Defenders Clinic, 3:03 Certified Student Public Defender (Sep. 2011 – Aug. 2012)

Bowdoin College, Brunswick, ME

Bachelor of Arts in Sociology with Minor in Psychology, June 2007

Honors: Sarah and James Bowdoin Scholar (Dean’s List)

Capstone: “The Effect of Socially-Constructed Responses to Child Sexual Abuse on Victim Addiction Habits,” presented, *WHAT WORKS WITH WOMEN OFFENDERS: CHALLENGING STEREOTYPES AND ACHIEVING CHANGE*, Prato, Italy (2007)

Volunteer Work: Volunteers of America & Sociology Department, Windham Maine Correctional Center

WORK EXPERIENCE

STRATEGIES FOR YOUTH, Cambridge, MA

Staff Attorney

May 2021 – Present

- Teach youth (ages 12-18), using educational games in schools, community programs, and detention centers, about criminal law and the legal system and how to safely and lawfully navigate interactions with law enforcement using developmentally appropriate methods.
- Direct educational programming for youth and community stakeholders across 25 different states on a wide array of topics focused on reducing youth involvement in the legal system, including: criminal law, criminal procedure, trauma, school law, and the child welfare system.
- Develop and design educational games and teaching curricula, created through community-specific needs assessments and accurate legal analysis across multiple legal jurisdictions.
- Implement programming and train diverse groups of facilitators to effectively engage youth in conversations about criminal law and procedure in communities across the country.
- Draft, track, and advocate for federal, state, and local legislation and law enforcement department policies on juvenile justice related topics.
- Provide technical assistance to juvenile justice stakeholders across the country.
- Engage in oversight of and advocate to the Massachusetts Peace Officer Standards and Training Commission to ensure goals of Police Reform Act of 2020 are scrupulously honored.
- Review and edit expert reports in police abuse lawsuits.
- Support legal components of law enforcement trainings that provide trauma-informed approaches to interacting with youth.
- Supervise, mentor, and train legal interns and partner with Northeastern University School of Law’s 1L Legal Skills in Social Context course as project host.
- Apply for and manage program grants.
- **Publications:** Kristen Wheeler, “Juvenile Justice Jeopardy: Teaching Kids to Engage Safely with Police,” *Juvenile Justice Update* (Summer 2023); K.E. Wheeler, To the Editor: “Methuen Investigation into Former Officer Reveals House of Cards,” *The Eagle Tribune* (April 27, 2023); Lisa Thurau & Kristen Wheeler, Opinion: “Boston Police Need Policies for Dealing with Children,” *Commonwealth Magazine* (July 1, 2021).
- **Speaking Engagements:** “Got Trauma? There’s a Game for That,” 2023 Adolescent Networking Conference: A Journey Towards the Future, Rutgers School of Social Work (May 2023); Creighton University School of Law, “Juvenile Justice Jeopardy” (February 2022).

NORTHEASTERN UNIVERSITY SCHOOL OF LAW, CENTER FOR CO-OP & CAREER DEVELOPMENT, Boston, MA
Assistant Director for Public Interest and Government February 2019 – April 2021

- Counseled law students from diverse backgrounds on public interest and government sectors at all stages of professional development.
- Led large group professional development training sessions.
- Designed, planned, and ran law student programming.
- Developed relationships with law students to discover interests and work towards achieving career goals.
- Advised law students on professional development, job applications, and interviews.
- Worked with employers throughout the country to increase student opportunities.

COMMITTEE FOR PUBLIC COUNSEL SERVICES, PUBLIC DEFENDER DIVISION, MA
Boston Superior Court Unit & South Middlesex District Court Unit Trial Attorney February 2013 – February 2019

- Represented indigent clients in Suffolk County Superior Court, Boston Municipal Courts, and throughout urban, rural, and suburban Metro West district courts, at all stages of criminal proceedings.
- Advocated on behalf of clients at arraignments, bail hearings, dangerousness hearings, evidentiary hearings, jury and bench trials, sentencing hearings, and probation violation proceedings.
- Researched complex legal issues and developed novel arguments to protect clients' constitutional and statutory rights and mount zealous defenses.
- Produced high-quality, persuasive legal motions, affidavits, and memoranda of law, synthesizing and analyzing legal questions.
- Maintained an average daily caseload of 40 clients and ensured clients facing probation to substantial state prison sentences were fully apprised of their legal rights and treated with dignity and respect.
- Advocated in plea negotiations, investigated crime scenes, and interviewed witnesses.
- Developed trusting relationships with indigent clients to ensure client understanding of complex legal issues and informed decision-making.

CARNEY & BASSIL, P.C., Boston, MA
Contract Associate November 2012 – January 2013

- Reviewed discovery and prepared motions on behalf of indigent criminal defendants.

ABT ASSOCIATES INC., CRIMINAL JUSTICE UNIT, Cambridge, MA
Research Assistant June 2007 – June 2009

- Conducted policy research and program assessments for the National Institute of Justice, Office of National Drug Control Policy, and Administrative Office of the U.S. Courts.
- **Publications:** Michael Shively, Ph.D. et. al., Final Report on the Evaluation of the First Offender Prostitution Program (March 7, 2008); Michael Shively, Ph.D. et. al., A National Overview of Prostitution and Sex Trafficking Demand Reduction Efforts, Final Report (April 30, 2012).

Lisa H. Thureau

[Personal Information Redacted]

Advocate and strategic thinker with a proven history of developing creative and integrated approaches to issues involving children, youth services, police and the juvenile justice system. Recognized ability to mediate opposed approaches, create and participate in coalitions of diverse groups, and to develop practical tools for practitioners and advocates to support youth development and positive outcomes for youth.

PROFESSIONAL EXPERIENCE

Strategies for Youth, Inc.

Founder, May 2010 to Present

SFY is a national non-profit policy and training organization dedicated to improving police/youth interactions and reducing disproportionate minority contact. SFY's approach is anchored in dual training services for police and youth that offer complementary methods of working with communities to improve police/youth interactions. The SFY mission focuses on more fully understanding and communicating the complicated dynamics that shape police/youth relationships, promoting best practices to improve public safety, while reducing arrests for minor offenses and high rates of youth of color being pulled into the juvenile justice system for low level offenses. SFY works with law enforcement agencies, community organizations, and youth advocates to provide training, education, and assessments of police/youth interactions and opportunities for crime reduction. To date, SFY has trained police through its *Policing the Teen Brain* training and/or provided its *Juvenile Justice Jeopardy* game to departments and in communities in 19 states since 2010. For more information on SFY, go to www.strategiesforyouth.org. On behalf of SFY, Lisa Thureau also:

- Presents at events convened by the U.S. Department of Justice, U.S. Department of Education, national police, youth advocacy, and youth services conventions and conferences across the U.S.
- Publishes reports on original research regarding police/youth interactions and policy remedies;
- Publishes articles and has been featured in national publications including *The New York Times*, *The Washington Post*, *the Huffington Post*, *The Hill*, *The Atlantic*, *Police Beat* magazine, *Youth Today*, and local media outlets where SFY conducts its work, as well as online outlets including *The Crime Report*, *Juvenile Justice Information Exchange*, and the Youth Transition Funders Group among others.

Consultant

September 2009 to May 2010

Served as a consultant for the Charles Hamilton Houston Institute for Race & Justice at Harvard University Law School for study of school resource officers in Massachusetts; developed national juvenile defense standards for National Juvenile Defenders Center for Juvenile Indigent Defense Advocacy Network of the MacArthur Foundation's Models for Change initiative; led the American Bar Association Criminal Justice Section national project documenting statutes and practices regarding the collection and distribution of juvenile records for a national study of collateral consequences of juvenile arrest and court involvement, available at ABA website www.beforeyouplead.com

Juvenile Justice Center, Suffolk University Law School (Boston, MA)

Managing Director, 2004 to August 2008

Special Projects Director, 1999 to 2004

Management: Implemented Center programs, administered Law School's first federal earmark grant of \$6.5million for five years. Strategic planning, fundraising, administrative oversight. Raised over \$250,000 from private foundations and, working with University lobbyists, \$950,000 in federal funds between 2003 and 2008.

Resume of L. Thureau
Page 2 of 7

Police/Youth Interaction Initiative: Successful legal challenge to Massachusetts Bay Transit Authority police policy that targeted teens for non-criminal behavior, resulting in denial of due process and unlawful arrests. Subsequently developed and helped to implement training program to increase officers' understanding of teens' behavior, leading to 75% reduction in juvenile arrests by transit police; trained over 425 officers in Boston, Cambridge and Everett. Between 2004 and 2007. Consult with law enforcement on training curricula, including International Association of Chiefs of Police. Member of police-led STOP WATCH Steering Committee, which sets policy and goals for the Boston Truancy Task Force.

Advocacy: Led various initiatives to protect youth in juvenile justice realm, including:

- Campaigned to change juvenile records' laws to reduce their impact on youth access to public housing and employment; drafted legislation adopted by City of Boston to change its juvenile records policy for summer employment programs and ended practice of Boston Housing Authority requiring disclosure of juvenile records for admission. Developed training program curriculum offered to over 400 youth employment counselors and job developers statewide.
- Created New Young Americans Project which surveyed immigrant youths' experience and convened statewide forum on impact of juvenile justice and education systems on immigrant youth, to educate state policy makers and the public on challenges faced by immigrant youth.
- Organized statewide conference on impact of school expulsion laws and proposals for their reform;
- Drafted police regulations and complaint procedures adopted by private security agencies and the Boston P.D. to improve oversight of private "special officers," resulted in reduction of unjustified arrests of youth in housing developments.
- Proposed policy to be considered by the National Sheriffs' Association, Court Officers and Deputies Association, law firm of Bingham McCutchen and public defenders to end practice of shackling juveniles in juvenile court.
- Challenged due process, civil liberties implications and effectiveness of various, proposed gang ordinances.

Legislative Advocacy: Monitored, advocated, and drafted state legislation and budget language regarding youth in juvenile justice system; mounted statewide campaign to change juvenile records statute and increase data collection within juvenile justice system. Routinely prepare and coordinate testimony on issues ranging from prosecutorial juvenile justice roundtables to legislative proposals to "adultify" youth.

Assisted Sen. Edward Kennedy's staff with language for amendments to federal Gang Abatement and Prevention Act on to ensure parity in number of defense attorneys hired under bill, and for creation of training programs for police working with gang-involved youth. Coordinated efforts in Massachusetts to obtain governmental support and re-authorization of federal Juvenile Justice Delinquency Prevention Act, including expansion of language of Act addressing disproportionate minority confinement.

Youth Outreach: Developed innovative tools to engage and educate youth about their rights and responsibilities, including "Juvenile Justice Jeopardy" game; presented to more than 2,500 youth and after school program staff since 2005.

Public Relations: Obtained coverage of Center's work in local and national media leading to over 180 articles and numerous appearances on television and radio. Numerous speeches and presentations on juvenile justice issues, including for the National Juvenile Defender Center, the Coalition for Juvenile Justice, and Black Ministerial Alliance.

New England Juvenile Defender Center (Boston, MA) Director, 2000 to 2004

NJDC-designated host of regional Center to support and advocate for defenders in New England region. Developed strategic plan with leading juvenile defenders in region; raised \$85,000 for model initiatives.

Resume of L. Thureau
Page 3 of 7

Supported defenders: Developed website offering regional motion bank; researched and wrote *Troubled Kids, Troubled Courts*, a study and survey comparing six state statutes and roles of juvenile court judges, leading to debate and use of report as tool for fundraising and reform; coordinated research and co-authored assessment of quality of juvenile defense in Maine; testified in support of reforms in state legislatures throughout region.

Humanized perceptions of youth: Developed media training for defense attorneys to work with press to increase coverage of juvenile justice issues and change the focus of media coverage of juvenile justice issues in four states; efforts were later replicated in Ohio and Kentucky in 2005.

Challenged conditions of confinement: Supported counsel in successful legal challenge to youth facility's protracted use of solitary confinement and restraints in Portland, Maine.

Ensured youths' access to representation: Participated in statewide assessments of juvenile defender systems in Illinois, Indiana, Mississippi, Ohio and Wisconsin.

National Committee for Public Education & Religious Liberty (New York, NY) Executive Director 1993-1997; Consultant 1998

Led coalition of 55 national and grassroots educational, religious, and civic groups to provide litigation and advocacy promoting separationist view of First Amendment conflicts in public schools. Issues included school finance, vouchers, religious proselytizing, harassment of religious minorities, curricular disputes, sex education and creationism.

Legal Docket: Developed and implemented legal strategy for challenging church-state violations; issued "advisory letters" to warn school districts; provided legal assistance to students, parents, teachers, and schools in church-state conflicts. Increased legal docket from single case to organizational involvement as amicus in every federal case between 1994-1997. Established *pro bono* attorneys network at top law firms in New York, Boston and Washington, D.C., raising estimated \$5.5 million in *pro bono* legal services. Published *Attorneys' Handbook on School Prayer* and *Attorneys' Handbook on Vouchers* for litigating church-state issues, described by Journal of Law and Education as "an invaluable set of tools for anyone seeking to advance the cause of church-state separation in the schools."

Public Advocacy: Lobbied and testified before Congressional committees, state and municipal agencies; created system of alerts for mobilizing member organizations; published newsletter.

Operations: Quadrupled operating budget, transformed organizational structure, developed professional Board of Directors, implemented new by-laws and hired skilled staff.

Public Relations: From 1993 to 1997 organization featured in approximately 150 articles including New York Times and Education Week, 40 television programs such as ABC Nightline and Lehrer Newshour, and 30 nationally syndicated radio shows.

Coudert Brothers (New York, NY) Litigation Associate, 1991-1993

Motion practice, preparation of legal memoranda and client memoranda for commercial, securities, libel and domestic relations cases. Argued *pro bono* case before U.S. Court of Appeals for the Second Circuit, coordinated firm's *pro bono* activities for Lawyers Committee on Human Rights, fundraised for local Legal Services program.

Resume of L. Thureau
Page 4 of 7

Freelance Researcher, Program Evaluator & Management Consultant (New York, NY) 1982 – 1989

Clients: Cornell University Extension Program, Metis Associates, Academy for Educational Development, Minority Task Force on AIDS, Columbia University Teachers College, The Retirement Institute, Center for Advanced Studies in Education at CUNY, Manpower Demonstration Research Corporation, Educational Priorities Panel, Neighborhood Family Services Coalition and others.

Research: Analyzed implementation and effectiveness of middle and high school drop-out prevention programs, parental involvement initiatives, welfare grant diversion pilot program, programs for latch key children, youth employment literacy efforts under Job Training Partnership Act, impact of state education department's funding formulas for vocational education programs, and effectiveness of child abuse and neglect services provided by non-profit agencies.

Organizational management consulting: Evaluated government contracting and service delivery processes, strategic planning for improving nonprofit agencies' service delivery to children at risk and people with AIDS, implemented early retirement program for Westchester County, NY.

BAR ADMISSIONS

Admitted to practice in Massachusetts (1999), New York (1992) and U.S. Supreme Court.

EDUCATION

Benjamin N. Cardozo School of Law, Yeshiva University, Juris Doctor, 1991

Jacob Burns Scholar, 1990 Alexander Fellow at International Court of Justice, The Hague, Jonathan Weiss Award for Public Advocacy, National Lawyers Guild Summer Fellow at the Government Accountability Project.

Columbia University, M.A. in Anthropology, 1989

Presidential Merit Fellowship, Fieldwork in Lagos, Nigeria.

Barnard College, B.A. in Anthropology, 1982

Magna Cum Laude, Honors Thesis, Proctor & Gamble Research Grant for fieldwork in France, Honorable Mention for Urban Studies research from Université de Paris.

PUBLICATIONS

\$2 Billion Later: States Begin to Regulate School Resource Officers in the Nation's Schools,
A Survey of State Laws Regulating School Resource Officers. (2019)

"Wanted: Judges Who Can Change the Way Police Treat Youth," with Prof. D. Pollack, Yeshiva University, **The Crime Report**, November 27, 2018.

"Using Tasers on Youth Inspires a Shocking Lack of Action," with Johanna Wald, **Juvenile Justice Information Exchange**, October 22, 2018.

"Police killings, brutality damaging mental health of black community," with Johanna Wald, **USA Today**, September 14, 2018.

"An avoidable murder: Better training for policing teenagers," with Prof. D. Pollack, **The Hill**, September 7, 2018.

Resume of L. Thureau
Page 5 of 7

"Improving Training, Interviewing Skills When Investigating Pre-Teens, Adolescents," with Prof. D. Pollack, **New York Law Journal**, March 14, 2018 (reprinted in 4 journals)

"Breaking the Cycle of Youth Incarceration by Increasing Equitable and Appropriate Policing," **Social Issue Forum Newsletter**, March 13, 2018.

"Cops and Kids: Setting Rules that Save Lives," with Deborah Lashley, **The Crime Report**, January 8, 2018.

The Parents Checklist for School Resource Officers in Your Children's Schools published by Strategies for Youth, 2017.

Forging Partnerships with Law Enforcement, Lisa H. Thureau and Richard Mendel, The Annie. E. Casey Foundation, 2017 (forthcoming).

Where's the State? Published by Strategies for Youth, 2017.

First, Do No Harm: Model Practices for Law Enforcement Agencies When Arresting Parents in the Presence of Children, Published by the U.S. Department of Justice Diagnostic Center, 2015.

With Sia Henry, "Applying *JDB v. North Carolina: Toward Ending Legal Fictions & Adopting Effective Policing Questioning of Youth*," in *A New Juvenile Justice System: Total Reform for a Broken System*, N. Dowd, Editor, New York University Press (2015).

If Not Now, When? A Survey of Juvenile Justice Training in America's Police Academies, published by Strategies for Youth (2014).

"Training Law Enforcement How to Police the Teen Brain: Improving Police/Youth Interactions," *Translational Criminology*, Spring 2013.

Bostic JQ, Thureau L, Potter M, Drury SS. "Policing the Teen Brain." *Journal of the American Academy of Child & Adolescent Psychiatry*. 2014; 53:127-129.

"Who's the Adult in this Situation: Making the Case for Training Police to Be Developmentally Competent," *Race, Law, and Justice: Strategies for Closing the School-to-Prison Pipeline*, Office of the District Attorney Kings County Charles J. Hynes, in partnership with Medgar Evers College: The City University of New York (2013).

"It's 2013: Have You Updated Your Department's Juvenile Standards?" by Richard Askew, Officer III, Los Angeles Police Department, and Lisa H. Thureau, SFY, published in *International Association of Directors of Law Enforcement Standards and Training Newsletter*, April 13, 2013

"Improving Police-Youth Interactions," Cristina Dacchille and Lisa H. Thureau, *Children's Rights Litigation*, Spring 2013

"Developmental Competence: Science Shows Children, Adolescents and Adults Interpret and Respond Differently," Lisa H. Thureau and Bob Stewart, *The Journal of School Safety*, Spring 2013

"Putting a Developmental Approach Into Practice," *Juvenile Justice Information Exchange*, January 7, 2013.

Resume of L. Thureau
Page 6 of 7

"Sealing and Collateral Consequences of Juvenile Records," in Pauline Quirion, Editor. *Massachusetts Criminal Offender Record Information (CORI) Law*. Publisher: Massachusetts Continuing Legal Education, Boston, MA Forthcoming, June 2012.

"Juvenile Justice: Who's the Adult in This Situation? Making the Case for Developmental Competence," *The State of Criminal Justice, 2012*. Publisher: American Bar Association, Washington, D.C., April 2012.

"Survey of Police Chiefs Shows Need for Police Training to Work with Youth," Reclaiming Futures Blog September 2011, reprinted by Juvenile Justice Information Exchange; *forthcoming, American Police Beat Magazine*, December 2011.

"Police in Schools: Can a Law Enforcement Orientation be Reconciled with Public Education," co-authored with Johanna Wald, in *America's Urban Crisis and the Advent of Color-blind Politics: Education, Incarceration, Segregation, and the Future of the U.S. Multiracial Democracy*, edited by Curtis L. Ivery and Joshua A. Bassett, Rowman & Littlefield, Detroit 2011.

"Why Police Need to Understand Youth and Trauma," published first in June 2011, on the Youth Transition Funders Group Blog and reprinted by the Juvenile Justice Information Exchange, July 2011, and the Reclaiming Futures Blog, July 2011.

Controlling Partners: When Law Enforcement Meets Discipline in the Public Schools, co-authored with Johanna Wald, 53 **NEW YORK LAW SCHOOL LAW REVIEW**, VOL. 53, ISSUE 3, May 2010.

First, Do No Harm: How Educators and Police Can Work Together More Effectively to Preserve School Safety and Protect Vulnerable Students, Policy Brief, co-authored with Johanna Wald, published by Charles Hamilton Houston Institute for Race and Justice, Policy Brief, March 2010.

"*First, Do No Harm: Policing in Public Schools*," co-authored with Johanna Wald, **Education Week**, February 2010.

Rethinking How we Police Teens: Incorporating Knowledge of Adolescence into Policing Teens, 29:3 **CHILDREN'S LEGAL RIGHTS JOURNAL** 30 (2009).

"When Asking, 'Why me?' Means Disorderly Conduct," **Youth Today**, September 2009.

News from the Center, wrote 11 newsletters for the Juvenile Justice Center focusing on wide range of topics (1999-2007)(available at [www. http://www.law.suffolk.edu/academic/clinical/jjc/news.cfm](http://www.law.suffolk.edu/academic/clinical/jjc/news.cfm)).

Assessment of Maine Juvenile Defender System, American Bar Association and New England Juvenile Defender Center (2003).

Troubled Kids, Troubled Courts: A Call to New England's Juvenile Court Judges and State Policymakers, New England Juvenile Defender Center (2003).

The Trend towards Turning Public Education into a Gated Community, 11 **JOURNAL OF LAW & PUBLIC POLICY** 665 (Summer 2002).

"A Legal Assault on Children," Op-ed in **The Boston Globe** (Oct. 7, 1999).

Trojan Ponies: Undermining the Establishment Clause in the Name of 'Child Benefit' Theory, 27 **JOURNAL OF LAW AND EDUCATION** 431 (1998).

PROFESSIONAL ACTIVITIES

Governor's Advisory Council on Immigrants & Refugees, Youth Policy Committee, 2009
International Association of Chiefs of Police, Juvenile Justice Committee, 2007 to 2012

Resume of L. Thureau
Page 7 of 7

Massachusetts Alliance for Teen Pregnancy

- President, 2003 to 2008
- Vice President, 1999 to 2002
- Board of Directors, 1998 to 2008

Citizens for Juvenile Justice, Board of Directors, 2003 to 2005

Maxine Greene Foundation, Board of Directors, 2004 to 2005

AWARDS

Cardozo School of Law Alumni Inspire Award, 2016

Massachusetts Top Women of Law, 2010

Official Citation of the Massachusetts Senate in Recognition of Efforts to Reform Juvenile Justice, 2008

Boston Connects Award for Outstanding Leadership to Reform Juvenile Records Laws, 2007

New York City Apple Polisher Award, 1981

Jasmine Bruner

[Personal Information Redacted]

EDUCATION

MASTER OF SCIENCE IN NONPROFIT MANAGEMENT
BACHELOR OF ART IN PSYCHOLOGY

NORTHEASTERN UNIVERSITY | PRESENT
CONCORDIA UNIVERSITY PORTLAND | 2018

WORK EXPERIENCE

STRATEGIES FOR YOUTH

OFFICE & PROJECTS MANAGER

CAMBRIDGE, MA
09/2023-PRESENT

- Provide administrative support to full time staff and program consultants
- Assist in financial management tasks including bookkeeping and payroll
- Responsible for accurate and timely data entry for program evaluation and measurement
- Identify systems and procedures for day to day office management and organization
- Manage funder donation records and communication

ST. STEPHEN'S YOUTH PROGRAMS

DIRECTOR OF YOUTH DEVELOPMENT

BOSTON, MA
08/2022-08/2023

- Supervised full time staff in implementing youth development programming for middle school, high school, and alumni students
- Managed multiple program budgets including fundraising, payroll, and monthly expense reconciliation
- Conducted ongoing program evaluation with a focus on strategic planning implementation
- Designed and facilitated year-round personal and professional trainings for teen, young adult, and full time staff
- Planned and attended quarterly leadership and community service focused trips for teen participants and young adult staff

DIRECTOR OF TEEN PROGRAMS

08/2021-08/2022

- Supervised full time staff in executing teen programming including College & Career, Mentoring, and Teen Employment
- Recruited and maintained community, non-profit, corporate, and Americorps partnerships
- Managed program budget, resources, and supplies for school year and summer programming
- Connected individual teens with academic compensatory services and social and emotional support and resources
- Provided weekly coaching to adult and teen staff to promote growth in youth development, facilitation, and restorative practices

TEEN STAFF MANAGER

06/2020-08/2021

- Hired and onboarded 130 teens in partnership with Boston Center for Youth and Families
- Created and implemented a professional development curriculum focused on communication, leadership, and job skills
- Facilitated virtual academic and enrichment programming to groups of 35-130 high school students
- Supervised young adult staff in daily administrative tasks and responsibilities

COLLEGE AND CAREER PROGRAM COORDINATOR

08/2019-06/2020

- Supervised 50 high school students in employment, internships, and volunteer work
- Created grade specific college and career readiness curriculum and one-on-one mentoring program
- Coached teens in job skills, youth work competencies, and leadership development through weekly training series
- Planned biweekly community building events and a variety of college and career exploration trips

ACADEMICS PROGRAM COORDINATOR & LEAD COUNSELOR

08/2018-08/2019

- Developed and implemented academic and enrichment curriculum for B-READY After School Program
- Responsible for safety, community, and guidance of 20 elementary students and 5 teens
- Provided students with academic, emotional, and relational support through restorative justice practices
- Recruited, trained, and supervised 25 service learning college students

TRAININGS & CERTIFICATIONS

RACIAL EQUITY LEARNING COMMUNITY, TRINITY BOSTON CONNECTS

- Emerging Leaders Learning Circle
- Skills for Trauma Inclusive Leadership
- Dismantling White Supremacy Culture
- Critical Consciousness: A Tool for Organizational Equity
- Class Identity & the Nonprofit Industrial Complex
- Fundamentals of Facilitation

AMERICAN RED CROSS FIRST AID & CPR
MENTAL HEALTH FIRST AID

Strategies for Youth

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kristen Wheeler	Staff Attorney	\$90,000	15%	\$13,500
Lisa Thureau	Executive Director	\$115,000	4%	\$4,600
Jasmine Bruner	Program Administrator	\$70,000	5%	\$3,500