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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
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June 3, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health to amend existing agreements, some of which are not **sole source** as indicated in italics, with vendors listed in the table below in bold, for the continuation of Student Assistance Program services by increasing the price limitation by $1,399,907, from $1,962,644 to $3,362,551 and by extending the completion date from June 30, 2019 to June 30, 2020 effective upon Governor and Executive Council approval. 85.34% Federal Funds / 14.66% General Funds.

The Governor and Executive Council approved the original agreements as indicated in the table below:

Vendor	Vendor Number	Location	Current Amount	Increase/ (Decrease)	Modified Amount	G&C Approval Date
Monadnock Family Services	***177510***	***Keene***	***$68,940***	***$32,178***	***$101,118***	***09/13/2017 (Item #16)***
North Country Education Services Agency	**154707**	**Gorham**	**$100,000**	**$100,000**	**$200,000**	**09/20/2018 (Item #23)**
North Country Health Consortium	**158557**	**Littleton**	**$300,000**	**$300,000**	**$600,000**	**09/20/2018 (Item #23)**
SAU 06 Claremont	177374	Claremont	$31,470	$0	$31,470	12/05/18 (Item #21)
SAU 09 Conway School District	**159846**	**North Conway**	**$70,000**	**$70,000**	**$140,000**	**09/20/2018 (Item #23)**
SAU 17 Sanborn	**154453**	**Kingston**	**$37,500**	**$37,500**	**$75,000**	**09/20/2018 (Item #23)**
SAU 18 Franklin	***159863***	***Franklin***	***$200,000***	***$91,143***	***$291,143***	***09/13/2017 (Item #16)***
SAU 30 Laconia	***177420***	***Laconia***	***$199,990***	***$99,995***	***$299,985***	***09/13/2017 (Item #16)***
SAU 33 Raymond	***159945***	***Raymond***	***$199,955***	***$99,990***	***$299,945***	***09/13/2017 (Item #16)***
SAU 37 Manchester	**177323**	**Manchester**	**$100,000**	**$100,000**	**$200,000**	**12/05/18 (Item #21)**

SAU 43 Newport	159924	Newport	$60,000	$0	$60,000	12/05/18 (Item #21)
SAU 52 Portsmouth	**177463**	**Portsmouth**	**$70,000**	**$70,000**	**$140,000**	**09/20/2018 (Item #23)**
SAU 54 Rochester	**177467**	**Rochester**	**$100,000**	**$100,000**	**$200,000**	**09/20/2018 (Item #23)**
SAU 61 Farmington	***160001***	***Farmington***	***$200,000***	***$100,000***	***$300,000***	***09/13/2017 (Item #16)***
SAU 64 Milton School District	156682	Milton	$50,000	$0	$50,000	09/20/2018 (Item #23)
Seacoast Youth Services	203944	Seabrook	$70,000	$0	$70,000	09/20/2018 (Item #23)
Second Start	**177224**	**Concord**	**$104,789**	**$199,101**	**$303,890**	**09/20/2018 (Item #23)**
		Totals:	**$1,962,644**	**$1,399,907**	**$3,362,551**	

Funds are anticipated to be available in the following accounts for State Fiscal Year 2020 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See Attached Fiscal Details

EXPLANATION

This request include contracts that are **sole source** because the vendors have effectively operated the Student Assistance Program (SAP) for two (2) to five (5) years. Research demonstrates that substance misuse prevention education is most successful when the program is delivered in a consistent manner over a course of five (5) plus years to affect each cohort of grades. Additionally, the New Hampshire Bureau of Drug and Alcohol Services must demonstrate sustained outcomes through the grant periods in order to continue receiving Federal funding.

The contracts that are not sole source were competitively bid and contain renewal language in Exhibit C-1 that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for one (1) of the two (2) years available at this time.

This request includes thirteen (13) of the seventeen (17) agreements listed in the table above. The Department anticipates the remaining four (4) agreements will be presented at the July 10, 2019 Governor and Executive Council meeting.

The Contractors will continue Student Assistance Programming (SAP) using the evidenced based Project Success in twenty (20) high schools, twenty-three (23) middle schools and one (1) community college in an effort to serve 23.333 New Hampshire youth in high need communities in order to prevent and reduce underage drinking, high risk drinking and the use of non-medical prescription drugs including opioids and illicit opioid drug use.

The Contractors conduct alcohol and other drug screenings, individual support sessions, group support sessions, and referrals to drug and alcohol treatment providers when indicated by the screening. Additionally, the vendors provide students and parents with targeted drug and alcohol education to improve understanding of risks associated with prescription drug and underage alcohol use as well as the developmental milestones and brain development of adolescents. The scope of work in these agreements require the Contractors to incorporate community level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

Student Assistance Programs work collaboratively with the Department and the NH Center for Excellence to improve the quality of services to students as well as to collect data to make data driven decisions on school-based prevention programming. Based on the Youth Risk Behavior Surveillance Survey trend data from 2013 to 2017 results for the schools indicate statistically significant changes in the following:

- Increase in students' perception of risk for the use of alcohol and non-medical prescription drugs,
- Increase in students' reporting parent and peer disapproval for the use of alcohol and non-medical prescription drugs.

The following performance measures/objectives will continue to be used to measure the effectiveness of the contracts:

- There will be an increase in the percentage of students who report a high risk of harm for using substances (alcohol, marijuana, non-medical prescription drugs, and heroin) on the Youth Risk Surveillance Survey (YRBS).
- There will be an increase in the percentage of students who report their parents/caregivers and peer would disapprove if they used substances on the YRBS.
- There will be a decrease in the percentage of students who report they used substances (alcohol, non-medical prescription drugs and heroin) in the past 30 days on the YRBS.

Should the Governor and Executive Council not authorize this request, 23,333 students, statewide, may not receive the support and substance misuse prevention education needed during critical adolescent development years. Lack of these support services could result in: higher prevalence rates of underage drinking and drug use; misuse and abuse of prescription medication; and an escalation in adverse childhood experiences, such as a trauma related to parental/caregiver substance abuse.

Area served: Statewide.

Source of Funds: 85.34% Federal Funds from Department of Health & Human Services (DHHS), Substance Abuse & Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, DHHS, SAMHSA, Center for Substance Abuse Prevention, and 14.66% General Funds.

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner

NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
SFY 2017 and SFY 2018 FINANCIAL DETAIL

05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SVS
97% Federal Funds 3% General Funds
CFDA # 93-959
FAIN TI010035

Conway (Kennett) School District SAU #9 VE # 159846-B001 PO # 1064298

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Program Services	92057502	-	-	-
2019	102/500731	Contracts for Program Services	92057502	70,000	-	70,000
2020	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
		Sub Total		70,000	70,000	140,000

Milton School District SAU #64 VE # 156682-B001 PO #1064299

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Program Services	92057502	-	-	-
2019	102/500731	Contracts for Program Services	92057502	50,000	-	50,000
2020	102/500731	Contracts for Program Services	92057502	-	50,000	50,000
		Sub Total		50,000	50,000	100,000

Newport School District SAU #43 VE # 159924-B001 PO #1065161

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Program Services	92057502	-	-	-
2019	102/500731	Contracts for Program Services	92057502	60,000	-	60,000
2020	102/500731	Contracts for Program Services	92057502	-	60,000	60,000
		Sub Total		60,000	60,000	120,000

North Country Health Consortium VE # 158557-B001 PO #1064300

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Program Services	92057502	-	-	-
2019	102/500731	Contracts for Program Services	92057502	100,000	-	100,000
2020	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		100,000	-	100,000

Portsmouth School Disrict SAU #52 VE # 177463-B006 PO #1064301

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Program Services	92057502	-	-	-
2019	102/500731	Contracts for Program Services	92057502	70,000	-	70,000
2020	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
		Sub Total		70,000	70,000	140,000

Sanborn Regional School District SAU #17 VE # 154453-B001 PO #1064303

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Program Services	92057502	-	-	-
2019	102/500731	Contracts for Program Services	92057502	37,500	-	37,500
2020	102/500731	Contracts for Program Services	92057502	-	37,500	37,500
		Sub Total		37,500	37,500	75,000

NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
SFY 2017 and SFY 2018 FINANCIAL DETAIL

Seacoast Youth Services VE # 203944-B001 PO #1064302

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Program Services	92057502	-	-	-
2019	102/500731	Contracts for Program Services	92057502	70,000	-	70,000
2020	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
		Sub Total		70,000	70,000	140,000

Second Start VE # 177224-B002 PO #1064304

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Program Services	92057502	-	-	-
2019	102/500731	Contracts for Program Services	92057502	42,500	-	42,500
2020	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		42,500	-	42,500

		SUB TOTAL PREVENTION		**500,000**	**357,500**	**857,500**

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PFS2 GRANT

100% Federal Funds

CFDA # **93.243**

FAIN **SP020796**

Claremont School District SAU #6 VE # 177374-B005 PO # 1065162

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Program Services	92052407	-	-	-
2019	102/500731	Contracts for Program Services	92052407	31,470	-	31,470
2020	102/500731	Contracts for Program Services	92052407	-	31,470	31,470
		Sub Total		31,470	31,470	62,940

Farmington School Dist SAU 61 VE #160001-B001 PO #1058309

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Program Services	92052407	100,000	-	100,000
2019	102/500731	Contracts for Program Services	92052407	100,000	-	100,000
2020	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
		Sub Total		200,000	100,000	300,000

Franklin School District VE #159863-B001 PO #1058310

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Program Services	92052407	100,000	-	100,000
2019	102/500731	Contracts for Program Services	92052407	100,000	-	100,000
2020	102/500731	Contracts for Program Services	92052407	-	91,143	91,143
		Sub Total		200,000	91,143	291,143

NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
SFY 2017 and SFY 2018 FINANCIAL DETAIL

Laconia School Dist VE #177420-B001 PO #1058311

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Program Services	92052407	99,995	-	99,995
2019	102/500731	Contracts for Program Services	92052407	99,995	-	99,995
2020	102/500731	Contracts for Program Services	92052407	-	99,995	99,995
		Sub Total		199,990	99,995	299,985

Manchester School District SAU #37 VE # 177323-B003 PO #1065163

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Program Services	92052407	-	-	-
2019	102/500731	Contracts for Program Services	92052407	100,000	-	100,000
2020	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
		Sub Total		100,000	100,000	200,000

Monadnock Family Services VE #177510-B001 PO #1058318

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Program Services	92052407	36,762	-	36,762
2019	102/500731	Contracts for Program Services	92052407	32,178	-	32,178
2020	102/500731	Contracts for Program Services	92052407	-	32,178	32,178
		Sub Total		68,940	32,178	101,118

North Country Education Services VE # 154707-B001 PO #1064306

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Program Services	92052407	-	-	-
2019	102/500731	Contracts for Program Services	92052407	100,000	-	100,000
2020	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
		Sub Total		100,000	100,000	200,000

North Country Health Consortium VE # 158557-B001 PO #1064300

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Program Services	92052407	-	-	-
2019	102/500731	Contracts for Program Services	92052407	200,000	-	200,000
2020	102/500731	Contracts for Program Services	92052407	-	300,000	300,000
		Sub Total		200,000	300,000	500,000

Raymond School Dist Sau 33 VE #159945-B001 PO #1058319

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Program Services	92052407	99,965	-	99,965
2019	102/500731	Contracts for Program Services	92052407	99,990	-	99,990
2020	102/500731	Contracts for Program Services	92052407	-	99,990	99,990
		Sub Total		199,955	99,990	299,945

NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
SFY 2017 and SFY 2018 FINANCIAL DETAIL

Rochester School District SAU #54 VE # 177463-B006 PO #1064305

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Program Services	92052407	-	-	-
2019	102/500731	Contracts for Program Services	92052407	100,000	-	100,000
2020	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
		Sub Total		100,000	100,000	200,000

Second Start VE # 177224-B002 PO #1064304

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Program Services	92052407		-	-
2019	102/500731	Contracts for Program Services	92052407	62,289	-	62,289
2020	102/500731	Contracts for Program Services	92052407	-	199,101	199,101
		Sub Total		62,289	199,101	261,390

		SUB TOTAL PFS2		**1,462,644**	**1,253,877**	**2,716,521**

		TOTAL CONTRACT		**1,962,644**	**1,611,377**	**3,574,021**

NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
SFY 2017 and SFY 2018 FINANCIAL DETAIL

	2018	2019		2020	
	Current Price Limitation	Current Price Limitation	Current Modified Bu	ncrease/Decreas	Total Revised Modified Budget
Conway (Kennett) School District SAU #9	$0	$70,000	$70,000	$70,000	$140,000
Milton School District SAU #64	$0	$50,000	$50,000	$50,000	$100,000
Newport School District SAU #43	$0	$60,000	$60,000	$60,000	$120,000
Portsmouth School Disrict SAU #52	$0	$70,000	$70,000	$70,000	$140,000
Sanborn Regional School District SAU #17	$0	$37,500	$37,500	$37,500	$75,000
Seacoast Youth Services	$0	$70,000	$70,000	$70,000	$140,000
Claremont School District SAU #6	$0	$31,470	$31,470	$31,470	$62,940
Farmington School Dist SAU 61	$100,000	$100,000	$200,000	$100,000	$300,000
Franklin School District	$100,000	$100,000	$200,000	$91,143	$291,143
Laconia School Dist	$99,995	$99,995	$199,990	$99,995	$299,985
Manchester School District SAU #37	$0	$100,000	$100,000	$100,000	$200,000
Monadnock Family Services	$36,762	$32,178	$68,940	$32,178	$101,118
North Country Education Services	$0	$100,000	$100,000	$100,000	$200,000
North Country Health Consortium	$0	$300,000	$300,000	$300,000	$600,000
Raymond School Dist Sau 33	$99,965	$99,990	$199,955	$99,990	$299,945
Rochester School District SAU #54	$0	$100,000	$100,000	$100,000	$200,000
Second Start	$0	$104,789	$104,789	$199,101	$303,890
Total	**$436,722**	**$1,525,922**	**$1,962,644**	**$1,611,377**	**$3,574,021**

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Student Assistance Program

This 1st Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #1") dated this 10th day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Monadnock Family Services, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 64 Main Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 13, 2017 (Item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to renew the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3., the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, and increase the price limitation, and;

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $101,118.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Add Exhibit A, Scope of Services, Section 1.6., to read:

   1.6. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payment for services provide after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

6. Delete Exhibit B Method and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #1 Method and Conditions Precedent to Payment.

7. Add Exhibit B-1, Amendment #1.

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/5/19
Date

Name: Katja Fox
Title: Director

Monadnock Family Services

6/5/19
Date

Name: Philip F. Wyzik
Title: CEO

Acknowledgement of Contractor's signature:

State of NH, County of Cheshire on 6-5-19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

GIGI A. BATCHELDER, Notary Public
My Commission Expires May 1, 2024

Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

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

OFFICE OF THE ATTORNEY GENERAL

6/5/2019
Date

Name: Lisa M. English
Title: Special Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with federal funds as follows: 100% Federal Funds from DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, NH Partnership for Success Initiative – PFS2, CFDA #93.243, Federal Award Identification Number SP020796.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   4.1. 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 item, as specified in Exhibit B-1, Amendment #1.
   4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to jill.burke@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Bureau of Drug and Alcohol Services
   129 Pleasant Street,
   Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B, Amendment #1.

9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services

Contractor name: Monadnock Family Services

Budget Request for: Student Assistance Program (RFA-2018-BDAS-02-STUDE-04)

Budget Period: July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1 Total Salary/Wages	$ 19,321.45	$ 6,275.22	$ 25,596.67	$ 4,321.45	$ 1,075.22	$ 5,396.67	$ 15,000.00	$ 5,200.00	$ 20,200.00
2 Employee Benefits	$ 5,545.34	$ 1,989.35	$ 7,534.69	$ 2,020.34	$ 819.35	$ 2,839.69	$ 3,525.00	$ 1,170.00	$ 4,695.00
3 Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4 Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5 Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 7,000.00	$ -	$ 7,000.00	$ 1,600.00	$ -	$ 1,600.00	$ 5,400.00	$ -	$ 5,400.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6 Travel	$ -	$ 400.00	$ 400.00	$ -	$ 100.00	$ 100.00	$ -	$ 300.00	$ 300.00
7 Occupancy	$ -	$ 372.00	$ 372.00	$ -	$ 100.00	$ 100.00	$ -	$ 272.00	$ 272.00
8 Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ 112.00	$ 112.00	$ -	$ 35.00	$ 35.00	$ -	$ 77.00	$ 77.00
Postage	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ 387.00	$ 387.00	$ -	$ 100.00	$ 100.00	$ -	$ 287.00	$ 287.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9 Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10 Marketing/Communications	$ -	$ -	$ -	$ -	$ 203.00	$ 203.00	$ -	$ 947.00	$ 947.00
11 Staff Education and Training	$ -	$ 1,150.00	$ 1,150.00	$ -	$ -	$ -	$ -	$ -	$ -
12 Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13 Other (specific details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Administration - 10% of expenses	$ -	$ 4,195.23	$ 4,195.23	$ -	$ 4,195.23	$ 4,195.23	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 31,866.79	$ 15,380.80	$ 47,247.59	$ 7,941.79	$ 7,127.80	$ 15,069.59	$ 23,925.00	$ 8,253.00	$ 32,178.00

Indirect As A Percent of Direct: 48.3%

Contractor Initials: JFW

Date: 6/5/19

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK FAMILY SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 05, 1924. 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: **62930**
Certificate Number: **0004518006**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of May A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, _____Jean Kilham, Asst Secretary _____, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of _____Monadnock Family Services_____.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on ____6/5/19_____:
(Date)

RESOLVED: That the _____Chief Executive Officer_____
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the _5____ day of ____June_____, 20_19__.
(Date Contract Signed)

4. _____Philip Wyzik_____ is the duly elected _____Chief Executive Officer_____
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

_____
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of _____NH_____

The forgoing instrument was acknowledged before me this ___5_____ day of ___June_____, 20_19___,

By ____Jean Kilham_____.
(Name of Elected Officer of the Agency)

Gigi Batchelder
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

GIGI A. BATCHELDER, Notary Public
My Commission Expires May 1, 2024

Commission Expires: _____

MONAD-1 OP ID: JB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/27/2018

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

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

PRODUCER
Brown & Brown (Merrimack)
309 Daniel Webster Highway
Merrimack, NH 03054
Greg Meyer
Phone: 603-424-9901
Fax: 866-848-1223

CONTACT NAME:
PHONE (A/C, No, Ext): 603-424-9901 FAX (A/C, No): 866-848-1223
E-MAIL ADDRESS: Certificates@BBNHIns.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Massachusetts Bay Insurance Co	22306
INSURER B: Allmerica Financial Benefit	41840
INSURER C: *Hanover Insurance Company	22292
INSURER D: Technology Insurance Co Inc	42376
INSURER E:	
INSURER F:	

INSURED
Monadnock Family Services
64 Main Street
Keene, NH 03431

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	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT X LOC	X	X	ZDVD360398-01	09/01/2018	09/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ included
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			AWVD360674-01	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
C	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			UHVD360401-01	09/01/2018	09/01/2019	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC3732310 3A STATE: NH	09/01/2018	09/01/2019	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Human Services Professional Liab			ZDVD360398-01	09/01/2018	09/01/2019	Each Occ Aggregate	1,000,000 3,000,000

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

General Liability: Certificate holder is an additional insured when required by written contract. Employees & Volunteers are an additional insured.

See page 2 notes:

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Julie Bernier

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All licensed staff, clinicians, except for doctors/psychiatrists are covered under the Monadnock Family Services policies while employed at Monadnock Family Service. This Professional Liability provides Contingent Coverage for Monadnock Family Services for "actions of the doctor/psychiatrist" named in the suit. Primary coverage for the doctor/psychiatrist is not provided however is verified to be elsewhere

Our Mission



Our mission is to be a source of health and hope for people and the communities in which they live, particularly as it pertains to mental illness. We create services that heal, education that transforms, and advocacy that brings a just society for everyone.

MONADNOCK FAMILY SERVICES

United Way

Financial Statements

MONADNOCK FAMILY SERVICES, INC.

FOR THE YEARS ENDED
JUNE 30, 2018 AND 2017
AND
INDEPENDENT AUDITORS' REPORT

MONADNOCK FAMILY SERVICES, INC.

JUNE 30, 2018 AND 2017

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Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors of
Monadnock Family Services, Inc.
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Monadnock Family Services, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities, cash flows, and functional expenses for the year then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Family Services, Inc. as of June 30, 2018, 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.

Report on Summarized Comparative Information

We have previously audited Monadnock Family Services, Inc.'s June 30, 2017 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 11, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 16 - 18 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Leone, McDonnell & Roberts
Professional Association

October 5, 2018
Wolfeboro, New Hampshire

MONADNOCK FAMILY SERVICES, INC.

STATEMENT OF FINANCIAL POSITION
JUNE 30, 2018 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

ASSETS

	Unrestricted	Temporarily Restricted	Permanently Restricted	2018 Total	2017 Total
CURRENT ASSETS					
Cash and equivalents	$ 1,207,709	$ 45,932	$ -	$ 1,253,641	$ 1,234,852
Accounts receivable:					
Client fees	190,060	-	-	190,060	245,406
Medicaid and Medicare	259,762	-	-	259,762	242,189
Insurance	60,994	-	-	60,994	85,693
Other	113,609	-	-	113,609	50,617
Allowance for doubtful accounts	(267,102)	-	-	(267,102)	(331,424)
Prepaid expenses	57,163	-	-	57,163	65,043
Due from affiliates	-	-	-	-	6,129
Total current assets	1,622,195	45,932	-	1,668,127	1,598,505
PROPERTY					
Furniture, fixtures and equipment	475,199	-	-	475,199	485,342
Vehicles	183,790	-	-	183,790	183,582
Building and leasehold improvements	159,459	-	-	159,459	120,622
Total	818,448	-	-	818,448	789,546
Less accumulated depreciation	661,425	-	-	661,425	611,531
Property, net	157,023	-	-	157,023	178,015
OTHER ASSETS					
Interest in net assets of Foundation	588,197	159,071	81,214	828,482	633,988
Total other assets	588,197	159,071	81,214	828,482	633,988
Total assets	$ 2,367,415	$ 205,003	$ 81,214	$ 2,653,632	$ 2,410,508

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES					
Accounts payable	$ 69,235	$ -	$ -	$ 69,235	$ 103,447
Accrued salaries, wages, and related expenses	338,323	-	-	338,323	304,210
Refundable advance	461,097	-	-	461,097	572,811
Other current liabilities	65,521	-	-	65,521	19,451
Due to affiliates	187,225	-	-	187,225	144,601
Total liabilities	1,121,401	-	-	1,121,401	1,144,520
NET ASSETS					
Unrestricted	1,246,014	-	-	1,246,014	970,699
Temporarily restricted	-	205,003	-	205,003	214,075
Permanently restricted	-	-	81,214	81,214	81,214
Total net assets	1,246,014	205,003	81,214	1,532,231	1,265,988
Total liabilities and net assets	$ 2,367,415	$ 205,003	$ 81,214	$ 2,653,632	$ 2,410,508

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2018 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Unrestricted	Temporarily Restricted	Permanently Restricted	2018 Total	2017 Total
CHANGES IN NET ASSETS					
Public support and revenue					
Program service fees	$ 8,447,297	$ -	$ -	$ 8,447,297	$ 8,053,043
Federal funding	679,095	-	-	679,095	578,575
Donations	251,949	-	-	251,949	250,147
United Way	191,208	-	-	191,208	188,952
Local/County government	197,247	-	-	197,247	212,210
Program sales	72,424	-	-	72,424	87,051
Other public support	38,490	-	-	38,490	118,687
Rental income	2,807	-	-	2,807	5,635
Net gain on beneficial interest in Foundation	184,879	9,615	-	194,494	50,150
Other income	9,055	-	-	9,055	15,570
	10,074,451	9,615	-	10,084,066	9,560,020
Net assets released from restriction	18,687	(18,687)	-	-	-
Total public support and revenue	10,093,138	(9,072)	-	10,084,066	9,560,020
Expenses					
Program services					
Children & adolescents	2,186,563	-	-	2,186,563	2,327,381
Multi-service team	1,507,656	-	-	1,507,656	1,464,431
ACT team	858,393	-	-	858,393	721,194
Other non-BBH	764,141	-	-	764,141	889,734
Emergency services/assessment	704,342	-	-	704,342	646,191
Maintenance	699,037	-	-	699,037	744,086
Community residence	439,231	-	-	439,231	400,255
Older adult services	431,845	-	-	431,845	324,549
Intake	262,311	-	-	262,311	243,282
Supportive living	174,787	-	-	174,787	176,104
Non-eligibles	148,998	-	-	148,998	120,586
Vocational services	116,884	-	-	116,884	124,503
Community education & training	56,446	-	-	56,446	89,958
Restorative partial hospital	52,123	-	-	52,123	51,814
Supporting activities					
Administration	1,415,066	-	-	1,415,066	956,833
Total expenses	9,817,823	-	-	9,817,823	9,280,901
CHANGES IN NET ASSETS	275,315	(9,072)	-	266,243	279,119
NET ASSETS, BEGINNING OF YEAR	970,699	214,075	81,214	1,265,988	986,869
NET ASSETS, END OF YEAR	$ 1,246,014	$ 205,003	$ 81,214	$ 1,532,231	$ 1,265,988

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2018 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Unrestricted	Temporarily Restricted	Permanently Restricted	2018 Total	2017 Total
CASH FLOWS FROM OPERATING ACTIVITIES					
Change in net assets	$ 275,315	$ (9,072)	$ -	$ 266,243	$ 279,119
Adjustments to reconcile change in net assets to net cash from operating activities:					
Depreciation and amortization	66,140	-	-	66,140	68,151
Change in allowance for doubtful accounts	(64,322)	-	-	(64,322)	(32,839)
Gain on beneficial interest in Foundation	(184,879)	(9,615)	-	(194,494)	(50,150)
Gain on sale of property	-	-	-	-	(250)
(Increase) decrease in assets:					
Accounts receivable	(520)	-	-	(520)	211,707
Prepaid expenses	7,880	-	-	7,880	(16,726)
Increase (decrease) in liabilities:					
Accounts payable	(34,212)	-	-	(34,212)	6,321
Accrued salaries, wages, and related expenses	34,113	-	-	34,113	632
Refundable advance	(111,714)	-	-	(111,714)	508,381
Other current liabilities	46,070	-	-	46,070	(26,633)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	33,871	(18,687)	-	15,184	947,713
CASH FLOWS FROM INVESTING ACTIVITIES					
Increase in due to affiliates, net	48,753	-	-	48,753	155,133
Procedes from sale of property	-	-	-	-	250
Property and equipment additions	(45,148)	-	-	(45,148)	(78,662)
NET CASH PROVIDED BY INVESTING ACTIVITIES	3,605	-	-	3,605	76,721
CASH FLOWS FROM FINANCING ACTIVITIES					
Repayments on demand notes payable	-	-	-	-	(150,000)
NET CASH USED IN FINANCING ACTIVITIES	-	-	-	-	(150,000)
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	37,476	(18,687)	-	18,789	874,434
CASH AND EQUIVALENTS, BEGINNING OF YEAR	1,170,233	64,619	-	1,234,852	360,418
CASH AND EQUIVALENTS, END OF YEAR	$ 1,207,709	$ 45,932	$ -	$ 1,253,641	$ 1,234,852
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:					
Cash paid for interest				$ 422	$ 3,131

See Notes to Financial Statements

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Maintenance	Children & Adolescents	Older Adult Services	Intake	Emergency Services/ Assessment	Restorative Partial Hospital
PERSONNEL COSTS						
Salaries and wages	$ 470,700	$ 1,413,182	$ 305,054	$ 179,079	$ 478,729	$ 32,848
Employee benefits	90,023	350,686	46,703	38,743	115,123	15,426
Payroll taxes	34,641	103,798	22,519	13,421	34,761	1,941
PROFESSIONAL FEES						
Substitute staff	10,169	8,189	295	191	3,770	-
Audit fees	3,078	9,838	1,713	1,396	2,504	190
Legal fees	710	3,651	651	57	192	61
Other professional fees	2,206	945	-	-	34	-
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	34	345	26	33	25	-
In-service training	72	112	-	-	67	-
Conferences and conventions	3,110	2,267	741	849	753	165
Other staff development	430	2,133	93	125	323	-
OCCUPANCY COSTS						
Rent	46,289	133,513	21,256	13,565	32,494	31
Heating costs	-	2,138	-	238	-	-
Repairs and maintenance	898	668	534	350	848	8
Other occupancy costs	6,900	21,773	3,126	2,590	4,683	74
CONSUMABLE SUPPLIES						
Office supplies and equipment	2,785	4,551	1,501	1,317	2,398	77
Building and household	558	478	318	265	535	69
Educational and training	-	358	-	-	-	-
Food	383	7,381	391	212	299	-
Medical supplies	598	268	6,030	4	613	28
Other consumable supplies	1,929	3,566	735	496	1,777	62
DEPRECIATION	1,552	4,798	856	713	1,279	81
EQUIPMENT RENTAL	1,692	6,567	725	1,428	538	40
EQUIPMENT MAINTENANCE	546	1,687	320	276	439	27
ADVERTISING	215	283	81	104	72	5
PRINTING	155	485	41	30	73	1
TELEPHONE	8,539	29,333	4,999	3,958	9,876	448
POSTAGE	968	2,716	370	211	608	10
TRANSPORTATION						
Staff	1,518	37,840	8,683	260	5,108	198
Clients	186	632	103	-	31	-
ASSISTANCE TO INDIVIDUALS						
Client services	7	7,222	1	3	4	-
INSURANCE						
Malpractice and bonding	4,335	10,364	2,137	948	3,776	132
Vehicles	-	-	-	-	-	-
Comprehensive property and liability	3,156	10,048	1,715	1,391	2,543	194
MEMBERSHIP DUES	248	-	26	38	-	-
INTEREST EXPENSE	-	-	-	-	-	-
CONTRIBUTION EXPENSE	-	-	-	-	-	-
OTHER	407	4,748	102	20	67	7
TOTAL FUNCTIONAL EXPENSES	$ 699,037	$ 2,186,563	$ 431,845	$ 262,311	$ 704,342	$ 52,123

See Notes to Financial Statements

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Vocational Services	Non-Eligibles	Multi-Service Team	ACT Team	Community Residence	Supportive Living
PERSONNEL COSTS						
Salaries and wages	$ 70,577	$ 97,881	$ 935,566	$ 579,827	$ 287,746	$ 5,881
Employee benefits	15,135	27,841	202,777	93,354	69,631	2,386
Payroll taxes	5,175	7,128	68,554	41,903	21,305	406
PROFESSIONAL FEES						
Substitute staff	967	57	15,034	727	495	164,439
Audit fees	364	586	6,738	3,968	1,800	78
Legal fees	96	124	1,896	1,131	537	462
Other professional fees	7	-	68,073	-	5	-
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	5	4	651	154	4	-
In-service training	14	-	217	-	10	-
Conferences and conventions	139	287	4,318	4,558	424	3
Other staff development	26	302	416	85	119	-
OCCUPANCY COSTS						
Rent	16,418	6,704	61,196	65,852	7,449	351
Heating costs	-	-	-	-	-	-
Repairs and maintenance	66	141	997	1,303	1,269	4
Other occupancy costs	702	1,022	9,845	10,815	261	71
CONSUMABLE SUPPLIES						
Office supplies and equipment	314	525	6,976	3,496	808	41
Building and household	21	101	539	766	3,490	4
Educational and training	-	-	150	-	-	-
Food	171	92	2,592	710	19,340	3
Medical supplies	119	1	2,362	69	974	-
Other consumable supplies	263	310	6,496	1,802	687	77
DEPRECIATION	172	281	3,092	1,999	3,993	41
EQUIPMENT RENTAL	76	626	3,483	854	378	16
EQUIPMENT MAINTENANCE	68	117	1,372	727	2,333	6
ADVERTISING	36	49	383	241	90	2
PRINTING	17	19	398	105	34	14
TELEPHONE	2,366	1,707	29,202	16,005	7,794	130
POSTAGE	59	133	1,721	956	211	98
TRANSPORTATION						
Staff	2,366	1,323	29,095	10,894	1,046	46
Clients	-	-	110	248	687	-
ASSISTANCE TO INDIVIDUALS						
Client services	53	1	24,158	8,829	59	-
INSURANCE						
Malpractice and bonding	693	398	11,273	2,718	1,531	61
Vehicles	-	-	111	-	992	-
Comprehensive property and liability	376	584	6,860	3,971	1,785	93
MEMBERSHIP DUES	-	612	172	-	-	-
INTEREST EXPENSE	-	-	-	-	-	-
CONTRIBUTION EXPENSE	-	-	-	-	-	-
OTHER	23	42	833	326	1,944	74
TOTAL FUNCTIONAL EXPENSES	$ 116,884	$ 148,998	$ 1,507,656	$ 858,393	$ 439,231	$ 174,787

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Community Education & Training	Other Non-BBH	Total Programs	Administration	2018 Totals	2017 Totals
PERSONNEL COSTS						
Salaries and wages	$ 41,398	$ 398,588	$ 5,297,056	$ 604,669	$ 5,901,725	$ 5,514,068
Employee benefits	3,887	81,019	1,152,734	116,516	1,269,250	1,349,111
Payroll taxes	3,228	29,604	388,384	44,648	433,032	404,046
PROFESSIONAL FEES						
Substitute staff	-	-	204,333	285	204,618	232,457
Audit fees	360	2,950	35,563	2,536	38,099	37,800
Legal fees	-	407	9,975	5,106	15,081	6,955
Other professional fees	-	15,964	87,234	47,797	135,031	63,799
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	-	616	1,897	1,460	3,357	2,447
In-service training	-	-	492	-	492	747
Conferences and conventions	-	912	18,526	2,119	20,645	26,339
Other staff development	51	586	4,689	1,217	5,906	3,691
OCCUPANCY COSTS						
Rent	3,788	65,088	473,994	100,780	574,774	576,685
Heating costs	-	-	2,376	-	2,376	-
Repairs and maintenance	-	1,400	8,486	518	9,004	5,692
Other occupancy costs	559	3,699	66,120	21,669	87,789	78,707
CONSUMABLE SUPPLIES						
Office supplies and equipment	120	3,153	28,062	7,086	35,148	46,721
Building and household	97	1,842	9,083	612	9,695	12,003
Educational and training	-	-	508	-	508	102
Food	-	17,206	48,780	279	49,059	55,748
Medical supplies	32	879	11,977	-	11,977	9,535
Other consumable supplies	81	8,973	27,254	12,355	39,609	31,802
DEPRECIATION	179	41,042	60,078	6,062	66,140	68,151
EQUIPMENT RENTAL	90	617	17,130	2,390	19,520	20,748
EQUIPMENT MAINTENANCE	19	827	8,764	26,049	34,813	29,780
ADVERTISING	10	4,834	6,405	33,413	39,818	45,500
PRINTING	-	6,567	7,939	1,040	8,979	5,627
TELEPHONE	1,693	13,047	129,097	14,149	143,246	114,140
POSTAGE	3	2,800	10,864	1,697	12,561	11,432
TRANSPORTATION						
Staff	279	1,457	100,113	6,363	106,476	103,825
Clients	-	22,598	24,595	797	25,392	27,366
ASSISTANCE TO INDIVIDUALS						
Client services	-	3,859	44,196	-	44,196	52,861
INSURANCE						
Malpractice and bonding	193	2,038	40,597	1,804	42,401	72,397
Vehicles	-	2,976	4,079	-	4,079	8,491
Comprehensive property and liability	379	3,318	36,413	2,749	39,162	50,968
MEMBERSHIP DUES	-	331	1,427	2,332	3,759	5,819
INTEREST EXPENSE	-	-	-	422	422	3,131
CONTRIBUTION EXPENSE	-	-	-	325,000	325,000	150,000
OTHER	-	24,944	33,537	21,147	54,684	52,210
TOTAL FUNCTIONAL EXPENSES	$ 56,446	$ 764,141	$ 8,402,757	$ 1,415,066	$ 9,817,823	$ 9,280,901

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

1. **ORGANIZATION OF THE CORPORATION**

Monadnock Family Services, Inc. (the Organization) is a nonprofit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs.

The Organization operates in the Monadnock region of the State of New Hampshire.

2. **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Basis of Accounting

The financial statements of Monadnock Family Services, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other assets and liabilities.

Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization.

Permanently Restricted: Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor – imposed stipulations, which require the corpus to be invested in perpetuity to product income for general or specific purposes.

As of June 30, 2018 and 2017, the Organization had unrestricted, temporarily restricted and permanently restricted net assets.

Accounting Estimates

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

Contributions
All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Cash Equivalents
The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

Property and Depreciation
Property and equipment are recorded at cost or, if donated, at estimated fair value at the date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Furniture, fixtures and equipment	3 - 10 Years
Vehicles	5 - 10 Years
Building and leasehold improvements	5 - 40 Years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Depreciation expense was $66,140 and $68,151 for the years ended June 30, 2018 and 2017, respectively.

Accrued Earned Time
The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

Refundable Advances
Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or expenditures are incurred.

Revenue
Net patient revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and are adjusted in future periods, as final amounts are determined.

A significant portion of patient revenue is derived from services to patients insured by third-party payors. The Organization receives reimbursement from Medicare, Medicaid and private third party payors at defined rates for services rendered to patients covered by these programs. The difference between established billing rates and the actual rate of reimbursement is recorded as an allowance when received. A provision for estimated contractual allowances is provided on outstanding patient receivables at the statement of financial position date.

Advertising
The Organization expenses advertising costs as incurred.

Summarized Financial Information
The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2017, from which the summarized information was derived.

Functional Allocation of Expenses
The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited.

Fair Value of Financial Instruments
FASB ASC Topic No. 820-10, *Financial Instruments*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The carrying amount of cash, prepaid expense, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

Management has determined the beneficial interest in net assets held by Monadnock Regional Foundation for Family Services, Inc. to be in Level 2 of the fair value hierarchy as defined above (also see Note 3).

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an Organization that is not a private foundation under Section 509(a)(2).

Management has evaluated the Organization's tax positions and concluded that the Organization has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2014.

3. INTEREST IN NET ASSETS OF FOUNDATION

The Organization is the sole beneficiary of assets held by Monadnock Regional Foundation for Family Services, Inc. The Organization and the Foundation are considered financially interrelated Organizations under FASB ASC Topic No. 958-605, *Not-for-Profit Entities - Transfers of Assets to a Nonprofit Organization or Charitable Trust That Raises or Holds Contributions for Others.* The fair value of the Foundation's assets, which approximates the present value of future benefits expected to be received, was $832,126 and $644,146 at June 30, 2018 and 2017, respectively. The cost basis of the Foundation's assets was $806,069 and $605,963 at June 30, 2018 and 2017, respectively.

4. DEMAND NOTES PAYABLE

The Organization maintains the following demand notes payable:

Demand note payable with a bank, subject to bank renewal on June 30, 2019. The maximum amount available at June 30, 2018 and 2017 was $250,000. At June 30, 2018 and 2017 the interest rate was stated at 6.50% and 5.75%, respectively. The note is renewable annually, collateralized by all the business assets of the Organization and guaranteed by a related nonprofit organization (see Note 9). There was no balance outstanding at June 30, 2018 and 2017.

The Organization maintains a demand note payable with a bank that expires in February of 2019. The maximum amount available at June 30, 2018 and 2017 was $150,000. At June 30, 2018 and 2017 the interest rate was stated a 5.75% and 5%, respectively. The note is collateralized by all the business assets of the Organization, real estate and assignment of leases and rents owned by Monadnock Community Service Center, Inc. (a related party, see Note 9) and is guaranteed by Monadnock Community Service Center, Inc. (a related party, see Note 9). There was no balance outstanding at June 30, 2018 and 2017.

5. **RESTRICTIONS ON NET ASSETS**

The temporarily restricted net assets consist of a beneficial interest in a foundation, and a contribution received by the Organization that had not been spent for the specified purpose of the donor as of June 30, 2018 and 2017. The permanently restricted net assets consist of a beneficial interest in a foundation.

6. **RETIREMENT PLAN**

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to approximately 15% of gross wages. All full-time employees are eligible to participate when hired, and are eligible to receive employer contributions after one year of employment. The Organization's discretionary contributions to the plan for the years ended June 30, 2018 and 2017 were $49,522 and $69,008, respectively.

7. **CONCENTRATION OF RISK**

For the years ended June 30, 2018 and 2017 approximately 76% of the total revenue was derived from Medicaid. The future existence of the Organization, in its current form, is dependent upon continued support from Medicaid.

Medicaid receivables comprise approximately 42% and 51% of the total accounts receivable balances at June 30, 2018 and 2017, respectively. The Organization has no policy for charging interest on past due accounts, nor are its accounts receivable pledged as collateral, except as discussed in Note 4.

8. **OPERATING LEASE OBLIGATIONS**

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from 36 to 63 months. Rent expense under these agreements aggregated $594,294 and $597,433 for the years ended June 30, 2018 and 2017, respectively.

The approximate future minimum lease payments on the above leases are as follows:

Year Ending June 30	Amount
2019	$ 12,372
2020	1,860
2021	930
Total	$ 15,162

See to Note 9 for information regarding a lease agreement with a related party.

9. RELATED PARTY TRANSACTIONS

Monadnock Family Services, Inc. is related to the following nonprofit corporations as a result of their articles of incorporation and common board membership.

Related Party	Function
Monadnock Community Service Center, Inc.	Provides real estate services and property management assistance.
Monadnock Regional Foundation for Family Services, Inc.	Endowment for the benefit of Monadnock Family Services, Inc.

Monadnock Family Services, Inc. has transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

Due from Affiliate

At June 30, 2017, the Organization had a receivable due from Monadnock Regional Foundation for Family Services, Inc. in the amount of $6,129. At June 30, 2018 there were no amounts due from affiliates. There are no specific terms of repayment and no stated interest.

Due to Affiliate

At June 30, 2018 and 2017 the Organization had a payable due to Monadnock Community Service Center, Inc. in the amount of $123,853 and $144,601, respectively. At June 30, 2018 the Organization had a payable due to Monadnock Regional Foundation for Family Services, Inc. in the amount of $63,372. There was no amount due to Monadnock Regional Foundation for Family Services, Inc. at June 30, 2017. There are no specific terms of repayment and no stated interest.

Rental Expense

The Organization leases office space from Monadnock Community Service Center, Inc. under the terms of tenant at will agreements. Monadnock Family Services, Inc. has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was $556,500 for the years ended June 30, 2018 and 2017.

Contribution

During the years ended June 30, 2018 and 2017 the Organization made a contribution to Monadnock Community Service Center, Inc. in the amount of $125,000 and $150,000, respectively. During the year ended June 30, 2018 the Organization made a contribution to Monadnock Regional Foundation of Family Services, Inc. in the amount of $200,000. No contribution was made for the year ended June 30, 2017.

Management Fee

The Organization charges Monadnock Community Service Center, Inc. for administrative expenses incurred on its behalf. Management fee revenue aggregated $64,724 and $63,551 for the years ended June 30, 2018 and 2017, respectively.

Guarantee

One of the Organization's demand notes payable is guaranteed by Monadnock Community Service Center, Inc.

Demand Notes Payable

The Organization maintains a demand note payable agreement with Monadnock Regional Foundation for Family Services, Inc.

During January 2013, the Organization entered into a demand note payable agreement with Monadnock Regional Foundation for Family Services, Inc. The demand note payable consisted of an outstanding amount of $150,000 with an interest rate of 2.10%. During the year ended June 30, 2017 the note was repaid in full. Interest expense under the demand note payable for the year ended June 30, 2017 was $2,100.

The Organization maintains a demand note payable agreement with a bank that Monadnock Community Service Center, Inc. has pledged real estate and assigned leases and rents to secure.

Co-obligation

The Organization is co-obligated on certain mortgage notes of Monadnock Community Service Center, Inc.

10. CONTINGENCIES

Grant Compliance

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2018.

11. CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 at June 30, 2018 and 2017. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2018 and 2017, cash balances in excess of FDIC coverage aggregated $826,500 and $992,651, respectively.

12. RECLASSIFICATIONS

Certain reclassifications have been made to the prior years' financial statements to conform to the current year presentation. These classifications had no effect on the previously reported results of operations or retained earnings.

13. SUBSEQUENT EVENTS

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial October 5, 2018, the date when the financial statements were available to be issued.

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Maintenance	Children & Adolescents	Older Adult Services	Intake	Emergency Services/ Assessment	Restorative Partial Hospital
Program fees:						
Net client fees	$ 25,715	$ 39,756	$ 4,846	$ 4,777	$ 6,912	$ (3,938)
Medicaid	350,240	3,237,780	413,364	34,056	163,093	64,954
Medicare	175,802	1,325	2,375	370	11,991	-
Other insurance	65,599	98,200	259	14,344	48,699	-
Other program fees	-	70	-	-	-	-
Program sales:						
Service and production	-	250	-	-	200	-
Public support:						
United Way	-	16,131	-	37,519	37,519	-
Local/county government	-	37,668	-	106,244	30,000	-
Donations	1,000	6,574	-	-	-	-
Other public support	-	1,429	1,470	-	-	-
Federal funding:						
Other federal grants	-	36,762	-	-	-	-
PATH	-	-	-	-	36,938	-
Bureau of Behavioral Health	1,040	811	-	-	132,590	-
Rental income	-	-	-	-	-	-
Net gain on beneficial interest in Foundation	-	-	-	-	-	-
Other	135	1,031	1,470	29	35	-
TOTAL FUNCTIONAL REVENUES	$ 619,531	$ 3,477,787	$ 423,784	$ 197,339	$ 467,977	$ 61,016

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Vocational Services	Non-Eligibles	Multi-Service Team	ACT Team	Community Residence	Supportive Living
Program fees:						
Net client fees	$ (397)	$ 13,632	$ 48,344	$ 5,732	$ 4,055	$ 379
Medicaid	83,773	8,479	1,916,861	499,802	350,208	364,024
Medicare	1,835	579	28,007	27,148	1,309	-
Other insurance	398	25,229	14,935	13,607	284	-
Other program fees	-	-	1,390	70	25,875	-
Program sales:						
Service and production	-	-	7,250	-	-	-
Public support:						
United Way	-	25,993	-	-	-	-
Local/county government	-	5,000	-	-	-	-
Donations	-	-	-	1,730	-	-
Other public support	-	-	-	-	-	-
Federal funding:						
Other federal grants	-	-	145,941	-	-	-
PATH	-	-	-	-	-	-
Bureau of Behavioral Health	-	-	-	225,000	-	-
Rental income	-	-	-	-	682	-
Net gain on beneficial interest in Foundation	-	-	-	-	-	-
Other	8	51	2,896	716	-	-
TOTAL FUNCTIONAL REVENUES	$ 85,617	$ 78,963	$ 2,165,624	$ 773,805	$ 382,413	$ 364,403

MONADNOCK FAMILY SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Community Education & Training	Other Non-BBH	Total Programs	Administration	2018 Totals	2017 Totals
Program fees:						
Net client fees	$ 35	$ 86,311	$ 236,159	$ -	$ 236,159	$ 283,946
Medicaid	-	152,567	7,639,201	-	7,639,201	7,221,241
Medicare	-	-	250,741	-	250,741	219,667
Other insurance	-	12,207	293,761	-	293,761	295,871
Other program fees	-	30	27,435	-	27,435	32,318
Program sales:						
Service and production	-	-	7,700	64,724	72,424	87,051
Public support:						
United Way	10,108	63,938	191,208	-	191,208	188,952
Local/county government	6,176	-	185,088	12,159	197,247	212,210
Donations	100	239,970	249,374	2,575	251,949	250,147
Other public support	28,199	2,504	33,602	4,888	38,490	118,687
Federal funding:						
Other federal grants	-	100,013	282,716	-	282,716	166,658
PATH	-	-	36,938	-	36,938	37,000
Bureau of Behavioral Health	-	-	359,441	-	359,441	374,917
Rental income	-	2,125	2,807	-	2,807	5,635
Net gain on beneficial interest in Foundation	-	-	-	194,494	194,494	50,150
Other	-	1,710	8,081	974	9,055	15,570
TOTAL FUNCTIONAL REVENUES	$ 44,618	$ 661,375	$ 9,804,252	$ 279,814	$ 10,084,066	$ 9,560,020

Monadnock Family Services

Board of Directors

2018 / 2019

CHAIR
Mike Chelstowski

VICE CHAIR
Sharon Price Stout

TREASURER
John Round

SECRETARY
Ann Heffernon

ASST SECRETARY
Jean Kilham

Diane Croteau

Brian Donovan

Susan Doyle

JoAnn Fenton

Julie Green

Sharman Howe

Molly Lane

Aaron Moody

Alfred John Santos

Lucy Shonk

Winston Sims

Andrew Weglinski

Louise Zerba

Philip F. Wyzik MA

EXPERIENCE:

Monadnock Family Services, 64 Main St, Keene NH (6/2012 to present)

Chief Executive Officer

Responsible for all aspects of the leadership of a community mental health center in Cheshire County. Services focus on clientele considered eligible for state supported care, outpatient behavioral health counseling, prevention services and adult care for seniors. Vice Chair of Leadership Council for a Healthy Monadnock, Board member Monadnock Collaborative.

Certified instructor Mental Health First Aid, July 2014 -2017; Youth, September 2016

The Mental Health Association of Connecticut, 20-30 Beaver Rd, Wethersfield CT 06109

President and CEO (9-08 to 6 -1-12)

Responsible for all aspects of executive leadership of a $9 million dollar private not for provide mental health agency. Services offered to adults with severe and persistent mental illness include housing, psychosocial rehabilitation, and supported employment; provide leadership and supervision to Executive staff and Program Directors. Work includes interface and coordination with Board of Directors, direct supervision of advocacy, lobbying and public education efforts.

West Central Behavioral Health, Inc., 9 Hanover St, Lebanon, New Hampshire 03766

Senior Vice President of Operations (1-91 to 9-08)

Responsible for the executive leadership and management of a private not-for-profit community mental health center. Duties include:

Program development and performance management: responsible development and monitoring of annual operation plan to achieve key service outcomes and fiscal effectiveness, internal quality assurance and management, including leading workgroups to implement new treatment paradigms and improvements. Accomplished successful grant applications and negotiated contracts, including US Government contract procurement and management under the Javitts Wagner O'Day program. Assisted with marketing and internal and external customer service. Planned conversion of two day rehab programs into pioneering supported employment service.

Supervision and training of agency leaders: responsible for personnel development, quality assurance and risk management; designed and implemented a new, proactive employee review and development process. Planned and supervised the renovation and relocation of three clinical offices. Lead agency wide staff satisfaction survey process; developed work life committee to improve employee input into agency decisions.

Public Relations / fundraising: Conceived, organized and promoted all aspects of a two day fundraiser ("Paddlepower") that increased public awareness about suicide and visibility for

the agency. Current member of NH Suicide Prevention Advisory Committee and Garrett Lee Smith Advisory Committee.

Information Technology: Supervised IT department of three FTEs since 2006, including the implementation of an electronic medical record for improved clinical flow, efficiency and compliance. Lead system improvement efforts to accommodate regulatory and reimbursement changes and mandates, and accompanying staff training efforts.

Substitute for the CEO: Handle internal, external, and State responsibilities.

Little Rivers Health Care Inc, PO Box 377, Bradford VT

Interim Chief Executive Officer (Sept 2005 to June 2006)

Under management service agreement with current employer, served as first CEO of a Federally Qualified Health Center. Duties involved all aspects of merging three disparate primary care offices into one organization. Developed initial Human Resource policies and plans, facilitated clinical and quality policy development, initiated start up fiscal plan and structure. Served as the liaison to Health Resource Services Administration Office of Grants Management and Project Development and facilitated development of Board members. Elected to the Board of Directors of Bi State Primary Care Association.

University System of New Hampshire, Granite State College

Faculty Member (November 2000 to 2010)

Teaching HLTC 600 *Continuous Quality Improvement,* HLTC 629 *Legal and Ethical Issues in Health and Human Services, and* HLTC 627 *Financing and Reimbursement in Healthcare*, and HLTC 550 *The US Healthcare Industry* (all online courses.) Taught numerous students on independent contract learning projects. Familiar with Blackboard, WebCT, and Moodle course management systems.

Worcester Area Community Mental Health Center, Inc, Worcester, Ma. 01609

Director of Rehabilitation (12-84 to 12-90)

Organized and lead social/vocational rehabilitation department serving mentally ill adults. Responsibilities included:

Day-to-day management of a psychosocial rehabilitation program for severely mentally ill adults, program development, strategic planning and evaluation activities. Assisted in interdepartmental and interagency communication and public relations. Primary liaison to Mass Rehab Commission for vocational rehabilitation. Completed grant applications, hired and supervised staff; Held previous roles including Program Coordinator, Rehabilitation Counselor, Group Leader and Clinician.

Chandler St. Center, Inc., 162 Chandler St., Worcester, Ma. 01609

Substance Abuse Counselor (5-83 to 12-84)

Philip F. Wyzik
Keene NH

Performed intake, crisis intervention, assessment, case management and addiction therapy around heroin and cocaine abuse for teen and adult clients. Facilitated support groups and completed court ordered assessments.

St. Joseph Church, 41 Hamilton St, Worcester, Ma. 01604
Religious Education Coordinator (6-81 to 6-83)

Supervised and coordinated all aspects of church based education program; recruited and trained volunteer teachers. Provided instruction for child, teen and adult classes.

Notre Dame High School, Fitchburg, Ma.
Teacher (9-82 to 6-83) – Taught junior and senior high students in Religious Education and substitute taught Spanish I.

St Joseph School, Somerville, Ma.
Teacher (9-78 to 6-80) -- Instructed five grade levels in Religion, Art, and Social Studies.

COMMUNITY SERVICE

Outreach House, Hanover NH (501.3C assisted living facility for nine seniors)
Board of Director, October 1998 to 2000 [approximately]
Ivy Place Condominiums, Lebanon NH (50 unit condominium facility)
Board of Director, 1992 thru 1997 [approximately]
Lebanon Riverside Rotary
Club member, chair of International Services Committee, 1992 thru 1996
Keene Elm City Rotary, 2014 to present

EDUCATION:

Master of Arts, Counseling Psychology, Assumption College, Worcester Ma. 1984
Bachelor of Arts, Religious Studies (magna cum laude), Assumption College, Worcester, Ma. 1978

- "Leadership Upper Valley," May 2008 sponsored by the Lebanon Chamber of Commerce.
- "Institute for Non Profit Management," Antioch New England Graduate School, Hanover NH, Spring 2004
- "FIPSE (Fund for Improvement of Postsecondary Education) Training for Part Time Faculty Teaching Adult Learners," College for Lifelong Learning, Concord, NH, Fall, 2002

- "Improving Managerial Leadership and Effectiveness", "The Art of Negotiation," "Delivering Superior Customer Service," and "Contract Pricing," NISH Institute for Leadership and Professional Development

PUBLICATIONS:

Munetz MD, Birnbaum A, Wyzik PF: An Integrative Ideology to Guide Community Based Multidisciplinary Care of Severely Mentally Ill Patients. Hospital and Community Psychiatry, June 1993, vol. 44, no 6.

Drake RE, Becker DR, Biesanz JC, Torrey WC, McHugo GJ, Wyzik PF: Rehabilitative Day Treatment vs Supported Employment: I Vocational Outcomes. Community Mental Health Journal, October 1994;30:519-532.

Torrey W, Clark RE, Becker D, Wyzik P, Drake RE: Switching from Rehabilitative Day Treatment to Supported Employment. Continuum: Developments in Ambulatory Care, Jossey-Bass Inc. Spring, 1997, vol 4, no 1.

Drake RE, Becker D, Biesanz J, Wyzik P: Day Treatment Versus Supported Employment for Persons with Severe Mental Illness: A Replication Study. Psychiatric Services, October 1996, vol 47, no 10.

Becker D, Torrey W, Toscano R, Wyzik P, Fox T: Building Recovery Oriented Services: Lessons from Implementing IPS in Community Mental Health Centers. Psychiatric Rehabilitation Journal, Summer 1998, vol 22, no 1.

Torrey, W, Wyzik PF: New Hampshire Clinical Practice Guidelines for Adults in Community Support Programs, (unpublished monograph).

Torrey, W. Wyzik PF: The Recovery Vision as a Service Improvement Guide for Community Mental Health Journal, April 2000, vol 36, No 2.

Torrey, W, Drake RE, Cohen M, Fox L, Lynde D, Gorman P, and Wyzik PF: The Challenge of Implementing and Sustaining Integrated Dual Disorders, Community Mental Health Journal, December 2002, Vol 38, no 6

Salyers MP, Becker DR, Drake RE, Torrey WC, and Wyzik PF: A Ten Year Follow up of Supported Employment (in press)

Torrey WC, Finnerty M, Evans A, Wyzik P: Strategies for leading the implementation of Evidence-based practices, Psychiatric Clinics of North America, 26(4): 883-897, 2003

Wyzik L, "Grassroots Armada for Suicide Prevention" Behavioral Healthcare Tomorrow, 14(4): 14-15, 2005

"Tragedy Casts Attention on Mental Illness" Keene Sentinel, January 4, 2013, op ed.

"Mental Health Care is a part of health care" Keene Sentinel, March 19, 2013, op ed.

"There is Room for Medicaid Expansion" Keene Sentinel, June 2, 2013, op ed.

"No Medicaid Expansion Strains Mental Health Services" Fosters Daily Democrat, December 25, 2013, op ed.

"The Story that Changed Christmas" Monadnock Ledger Transcript, December 26, 2013, op ed.

"What we know and what we don't know" Ledger Transcript, May 17, 2016

"Suicide leaves Lifelong pain in its wake" Keene Sentinel,

"When Death looks Better that Life," Keene Sentinel, Sept 4, 2018

"Another Reason to Stress about Stress," New Hampshire Business Review, October 2018
"Is your Workplace a Threat Place" The Business Journal, October 2018

AWARDS:

Named Administrator of the Year, October 1994, by the New Hampshire Alliance for the Mentally Ill.

PRESENTATIONS:

- "The Legacy of Clifford Beers." Presented June 12, 2009 at Centennial Conference, Mental Health America, Washington DC.
- "Thinking of a Change?" Implementing the new NH Medicaid rule in the mental health center, for the Bureau of Behavioral Health, March 27, 28, 2007
- "Suicide Prevention: Friend raising, Fundraising" at US Psychiatric Rehabilitation Association 30th annual conference, Philadelphia PA, May 24, 2005
- "Teamwork in Residential Settings" for the Therapeutic Living Community, Norwich CT, April 2003, on behalf of the West Institute of the NH Dartmouth Psychiatric Research Center.
- "Vocational Rehabilitation System's Change" – two day personal consultation for Terros, 3118 E McDowell Rd, Phoenix, Arizona, April 2000
- "Recovery and Systems Thinking," Value Options, Phoenix AZ, July28, 1999
- "CMHC Cultures that Work for Work," Following Your Dreams Conference, Nashua NH, May 21, 1999
- "IPS Implementation, Tools and Recovery," IPS Plus Project, Regional Research Institute, Portland, Oregon, May 14, 1999
- "Implementing IPS," Options for Southern Oregon, Grants Pass Oregon, May 13, 1999
- "Facilitating Recovery by Effectively Supporting Work," Value Options Best Practices Summit IV, Boston MA, Oct. 21-23, 1998
- "Health Care as a System: Case Management," Executive Directors, NH Division of Behavioral Health, Concord, NH, July 15, 1998
- "Implementing Individual Placement and Support: Obstacles and Solutions," Western Region Best Practice Conference, Colorado Health Network, Santa Fe NM, Dec. 4-5, 1997
- "Supported Employment as an Important Element in the Process of Recovering from Severe Mental Disorders," New England IPS Retreat, Newport RI, June 5, 1997
- "From Day Treatment to Vocational Services," New England IAPSRS Conference, June 1995
- "Work in the Community: Two Program Conversion Success Stories," Institute for Community Inclusion, Auburn, MA, October 1994

REFERENCES:

Philip F. Wyzik
Keene NH

Neugeboren, J, Transforming Madness, William Morrow and Co, 1999, pgs 153-154, 157-159, 163, 164, 170

Personal references furnished upon request.

Confidential Resume of

Gigi Batchelder

To obtain a professional position which challenges my human resource, managerial, accounting and technical skills

Work History

8/09-present Monadnock Family Services Keene, NH

10/12 – present Chief Financial Officer

- Controller position and CFO position was recently combined. In addition to the Controller responsibilities, I am now a member of the Sr Staff, work directly with the Board of Directors and under the direct supervision of the Chief Executive Officer.

8/09 – 10/12 Controller

- Manage & direct all accounting & support functions for three non-profit entities; supervise a staff of twenty-four; Departments include: Payroll, Accounts Payable, Accounts Receivable, Grants Management, Business/Facilities Management, & All Support functions in six locations
- Provide monthly financial statements to CFO; quarterly reports to the State; attend monthly Board Operations Committee meetings; present financials in the absence of the CFO
- Prepare annual fiscal budgets with the CFO for both the State Medicaid and Internal Operations
- Meet with Department Heads & Directors to review budgets & financials
- Coordinate and assist the Annual Independent Audit for all three non-profits; review and file 990
- Manage all agency grants including reporting & audits
- Manage organization cash flow & lines of credit; Property tax abatements, maintain agency corporate files & legal documents
- Co-lead implementation of new Electronic Medical Records system
- Assist CFO with banking relationships, grant presentations, facilities management, review agency contracts, corporate insurances; policy revisions, attend CFO CMHC quarterly meetings

4/01-8/09 Fenton Family Dealerships East Swanzey, NH

Human Resources Manager 1/08-current

- Coordinate employee benefits for all Fenton Family Dealerships — 170+ employees, including new employee orientations, health & dental insurances, STD & LTD, 401k, and more
- Provide backup support for payroll for 170 employees
- Review and revise employee handbook on a biannual basis, make recommended changes, review with attorney
- Screen applicants for fit with open positions; review profile testing with hiring managers; conduct orientations
- Complete biannual Safety Summary and chair company Safety Committee
- Chair the Monadnock United Way fundraiser — increased employee contributions by 100%
- Design and publish monthly employee newsletter to raise employee morale and inter-company communication
- Organize employee training, plan & put on company special events
- Provide Administrative Support to owner

Office Manager & Human Resource Manager 4/01 – 1/08

- Financial/Fiscal — Responsible for all accounting functions for Hyundai Dealership including timely reporting of monthly financial statements, title research, accounts payable, accounts receivable, etc.
- Office Management — Responsible for supervision of accounting personnel, maintaining equipment and office supplies, publishing flyers and mailers, etc.
- Human Resources — completed the above human resource responsibilities for 120 employees

8/06 - present GB Office Solutions, LLC Nelson, NH

Office Management Services/Grants Management/ Bookkeeping

- Provide full service bookkeeping service to several clients including retail, non-profit and individuals
- P/R, A/P, AIR, Grants management, Audit preparation and graphic arts design

1/01 – 8/06 Stonewall Farm, (a non profit education center) Keene, NH

Business Manager

- Financial/Fiscal — Budgeting for six departments, financial reporting all General Ledger entries, account analysis & distribution of reports; responsible for all A/P & A/R; presentations to Board of Directors
- Personnel — payroll for 30+ employees, payroll taxes, 941/943 reporting, produced a personnel manual, manage health insurance enrollment and selection of carrier
- Data Management — oversee, manage, and programming of database system using FileMaker Pro for 1200+ members, donors & volunteers; monitor membership for renewal, bulk mailings
- Office Management — supervise 4 employees, equipment purchases/maintenance including computer systems, telephone systems, building maintenance; landlord for residents; coordinate facility rentals
- Gift Shop — make wholesale purchases and monitor sales of gift shop inventory

11/84-11/88 Eastern Mountain Sports Peterborough, NH

- **Accounting Department**
- 219641/88 — Accounting Supervisor — supervised A/P clerks, prepared monthly journal entries, analysis of balance sheet accounts, monitored letter of credit activity, review sales/use & payroll taxes
- 9/85-2/86 — Accounting Clerk — bank reconciliations, AIR, analysis, NSF check collection, sales/use taxes
- 11/84-9/85 — Accounts Payable Clerk — processed vendor payments, verified inventory reports

Education

- Plymouth State College — MBA Graduate Certificate in "The Human Side of Enterprise" 5/08
- Franklin Pierce College — Bachelor of Science — major in Management, minor in Accounting, Graduated 5/91
- Mount Wachusett Community College — Associates of Science in Business Technology, Graduated 5/86
- Recent seminars: Human Resources Series; Avoiding Sexual Harassment in the Workplace; Dealing Effectively with Unacceptable Employee Behavior; Employment Law, Financial Reporting for Franchised Organizations, 1099 Laws;

Skill

- Experience with PC, Macintosh & Mainframe computer systems, QuickBooks, Microsoft Office, Word, Outlook, PowerPoint, Excel, WordPerfect, Reynolds & Reynolds Automotive Software, LWSI, and various other programs.
- Notary of Public; Justice of the Peace
- Red Cross CPR & First Aid Certified
- QuickBooks ProAdvisor

Other Interests

- Past involvement in: UNH Cooperative Extensions Advisory Council Member; 4-H Leader, Boy Scouts Leader & Committee member; Farm Bureau Board Member; Miracles in Motion Volunteer, Nelson Agricultural Commission; Hundred Nights Board Treasurer
- My family, farming and horse back riding

References

- Available Upon Request

CURRICULUM VITAE

Marianne Marsh, MD
122 Greenwood Ave.
Keene, NH 03431

Licensure and Certification:

State of New Hampshire - Medical License - #10054
State of Vermont - #42-8302 (inactive)
State of Maine - #013197 (inactive)

Diplomat in Psychiatry, American Board of Psychiatry and Neurology
April 1996, Renewed 2007, Certificate #42545

Education and Training:

Psychiatry Residency
Medical Center Hospital of Vermont/University of Vermont
July 1990 - June 1993

- Chief Resident, June 1992 - May 1993
  Duties included: administrative, liaison and teaching both medical students and residents

Medical/Psychiatric Internship
New England Medical Center/Tufts University
July 1989 - June 1990

University of Vermont College of Medicine
MD, May 1989

University of California, Davis
BS in Nutrition Science with High Honors, 1985

Current Employment:

Monadnock Family Services
Keene, NH
Medical Director
October 2012 - present

Hospital Privileges:

Monadnock Community Hospital (Provide on-call coverage)

Past Employment and Professional Activities:

West Central Behavioral Health
Claremont, NH
Staff Psychiatrist, June 2010 – September 2012
Adjunct Faculty, Dartmouth Medical School

Monadnock Family Services
Keene, NH
Staff Psychiatrist, July 1997 - August 2000
Associate Medical Director, September 2000 – May 2010
Psychiatrist for Dialectical Behavioral Therapy program
Sabbatical and ongoing work integrating primary care with mental health care in the Monadnock region
Awards: "Guppy" (Grace Under Pressure) Award 2006
Tom Dwayne Mental Health Leadership Award 2009

Board of Directors
AIDS Services for the Monadnock Region
1997 - 2000

Beech Hill Hospital
Consulting Psychiatrist
July 1997 - May 1998

Northeast Kingdom Mental Health Services, Inc.
Staff Psychiatrist, June 1994 - December 1995
Medical Director, January 1996 - June 1997
U.S. Public Health Service - National Health Service Corps

Private Practice in Psychiatry
Burlington, VT
July 1993 - July 1997

Clinical Faculty Member
University of Vermont Department of Psychiatry
July 1993 - June 1997

Board of Directors, State of Vermont HIV/AIDS Care Consortium
Mental Health Task Force
April 1996 - June 1997

Community Health Plan
Part-time consulting psychiatrist
June 1993 - May 1994

Bangor Mental Health Institute
Psychiatric and medical coverage for state hospital and psychiatric nursing home
July 1991 - December 1993

Vermont State Hospital
On-Call Physician
1991 - 1992

Society Memberships:

American Psychiatric Association
American Association for Community Psychiatry
Physicians for Social Responsibility
American Association of Physicians for Human Rights

Publication:

Marah, Marianne; "Feminist Psychopharmacology: An Aspect of Feminist Psychiatry."; Psychopharmacology from a Feminist Perspective (Ed: Jean Hamilton, et al); Harrington Park Press/The Haworth Press, Inc., 1995, pp. 73-84.

References available upon request.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Philip Wyzik	Chief Executive Officer	144,835	0	0
Gigi Batchelder	Chief Financial Officer	98,360	0	0
Marianne Marsh	Chief Medical Officer	227,183	0	0

16 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov/dcbcs/bdas/

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

August 4, 2017

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 Behavior Health, Bureau of Drug and Alcohol Services, to enter into agreements with the vendors listed below for the provision of drug and alcohol misuse prevention through Student Assistance Programs at the middle and high school levels, in an amount not to exceed $1,057,509, upon date of Governor and Council approval, through June 30, 2019. 100% Federal Funds.

Vendor	Vendor Code	Location	Amount
Farmington, SAU #61	160001	Farmington	$200,000
Franklin, SAU #18	159863	Franklin	$200,000
Laconia, SAU #30	177420	Laconia	$199,990
Monadnock Family Services	177510	Keene	$68,940
Raymond, SAU #33	159945	Raymond	$199,955
Second Start	177224	Concord	$188,624
	TOTAL:		**$1,057,509**

Funds are available in the following account for State Fiscal Year 2018 and State Fiscal Year 2019, with authority to adjust amounts within the price limitation and encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, PFS2 GRANT.

Farmington School District, SAU#61, Vendor Code: 160001-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$100,000
2019	102-500731	Contracts for Prog Svc	92052407	$100,000
			Subtotal	$200,000

Franklin School District, SAU #18, Vendor Code: 159994-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$100,000
2019	102-500731	Contracts for Prog Svc	92052407	$100,000
			Subtotal	$200,000

Laconia School District, SAU #30, Vendor Code: 177420-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$ 99,995
2019	102-500731	Contracts for Prog Svc	92052407	$ 99,995
			Subtotal	$199,990

Monadnock Family Services, Vendor Code: 177510-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$36,762
2019	102-500731	Contracts for Prog Svc	92052407	$32,178
			Subtotal	$68,940

Raymond School District, SAU #33, Vendor Code: 159945-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$ 99,965
2019	102-500731	Contracts for Prog Svc	92052407	$ 99,990
			Subtotal	$199,955

Second Start, Vendor Code: 177224-B002

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$ 94,312
2019	102-500731	Contracts for Prog Svc	92052407	$ 94,312
			Subtotal	$ 188,624
			FY18 TOTAL	**$ 531,034**

			FY19 TOTAL	$ 526,475
			GRAND TOTAL:	$1,057,509

EXPLANATION

The purpose of this request is to enter into contracts with six (6) vendors for the provision of direct prevention services to students between the seventh (7th) and twelfth (12th) grades.

Although the State has seen some improvements, there continue to be communities of high need where prevalence of substance use is higher than the state average which has increased over time. In these communities, progress has been slower and more challenged by local conditions including limited resources; fewer opportunities for youth; and less success in addressing substance misuse among youth.

The purpose of the Student Assistance Program (SAP) is to increase the State's existing prevention system's resources and capacities to reduce substance abuse and misuse in communities with 'high need, high risk' populations. Specifically, SAP services address:

1) underage drinking among persons aged 12 to 20; and

2) prescription drug misuse and abuse and illicit opioid misuse and abuse among persons aged 12 to 25, in 'high need, high risk' populations in New Hampshire.

'High need, high risk' populations are local communities such as, cities/towns/schools/college campuses that show their population's prevalence rates for alcohol and/or other drugs misuse are higher than the New Hampshire's state average prevalence rates by using the prevalence rate data from the 2013 or 2015 Youth Risk Behavior Survey[i] or the 2014 National Survey on Drug Use and Health reports or similar data.

These vendors were selected through a competitive bid process. A Request for Applications was posted on the Department's website from November 18, 2016 through January 24, 2017. The Department received eighteen (18) applications, which were reviewed and scored by a team of individuals with specific knowledge and experience of the population served and their needs. The six applications with the highest scores were selected. Score Summary is attached.

The Contractors will conduct alcohol and other drug screenings, individual support sessions, group support sessions and referrals to drug and alcohol treatment providers when indicated by the screening. The Contractors will provide students and parents with targeted drug and alcohol education to improve understanding of risks associated with prescription drug use and underage alcohol use as well as the developmental milestones of adolescences. The Contractors will also incorporate community-level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

Vendors are required to contribute a twenty-five percent (25%) funding match unless the area served exceeds the state average for free or reduced lunches. The match requirement is intended to ensure school administration buy-in and sustainability of the program once the grant funding ends.

These agreements include language in Exhibit C-1 that reserves the Department's right to exercise renewal options for up to two (2) additional years contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures/objectives will be used to measure the effectiveness of the contracts:

- Vendors must maintain a 90% response rate of pre- and post-assessments that will be conducted prior to and after receiving Student Assistance Program services.
- Vendors will ensure a minimum of 50% of responders to the post-assessments described above will have an unfavorable attitude toward drugs and alcohol.
- Vendors will ensure a minimum of 75% of responders to the post-assessments will agree that participation in SAP activities had a positive impact on how to effectively deal with peer pressure.

Should Governor and Executive Council not authorize this Request, an undetermined number of students who have drug and alcohol abuse issues may not receive support and education during critical transitional school years. Lack of these support services may result in an increase prevalence rate of underage drinking and drug use, as well as the misuse and abuse of prescription medication.

Area served: Farmington High School, Franklin High School, Laconia High School, Keene Middle School, Raymond High School, Hillsboro-Deering Middle School, Concord High School, and Rundlett Middle School located in Concord, NH

Source of Funds: 100% Federal Funds from Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, CFDA #93.243 FAIN #SP020796

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

[1] www.dhhs.nh.gov/dphs/hsdm/yrbs.htm

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Student Assistance Program
RFA Name

RFA-2018-BDAS-02-STUDE
RFA Number

Reviewer Names

1. Paul Kiernan
2. Ann Crawford
3. Jill Burke
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Conway SD SAU#9		150	106
2. Dover SD SAU#11		150	123
3. Farmington SD SAU#61		150	128
4. Franklin SD SAU#18		150	128
5. Groveton HS SAU#58		150	110
6. Kearsarge Regional SD SAU#65		150	127
7. Laconia SD SAU#30		150	135
8. Manchester SD SAU#37		150	103
9. Monadnock Family Services, Keene SD		150	139
10. North Country Health Cnsrt, Berlin MS, Haverhill CMS		150	117
11. Pelham SD		150	87
12. Pinkerton Academy		150	100
13. Portsmouth SD		150	103
14. Ramond SD SAU#33		150	128
15. Second Start, Concord HS		150	135
16. White Mountains Regional SD SAU#36		150	113
17. White Mountains SD SAU#35		150	99
18. Winnisquam Regional SD SAU#59		150	115

Subject: Student Assistant Program (RFA-2018-BDAS-02-STUDE-04)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Family Services		1.4 Contractor Address 64 Maint Street Keene, NH 03431	
1.5 Contractor Phone Number 603-357-4400	1.6 Account Number 3395 05-95-49-491510-2407-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation $ 68,940
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature Philip F Wyzik		1.12 Name and Title of Contractor Signatory PHILIP F WYZIK CHIEF EXECUTIVE OFFICER	

1.13 Acknowledgement: State of NH, County of Cheshire

On July 25th, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Pamela S. Cadmus

1.13.2 Name and Title of Notary or Justice of the Peace

Pamela S. Cadmus Justice of the Peace (comm expires 2/11/19)

1.14 State Agency Signature Date: 8/3/17	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Attorney On: 8/8/17

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

Subject: Student Assistant Program (RFA-2018-BDAS-02-STUDE-04)

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1.5 Contractor Phone Number 603-357-4400	1.6 Account Number 05-95-49-491510-2407-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation $ 68,940
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature Philip F Wyzik		1.12 Name and Title of Contractor Signatory PHILIP F WYZIK CHIEF EXECUTIVE OFFICER	

1.13 Acknowledgement: State of NH, County of Cheshire

On July 28th, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Pamela S. Cadmus

1.13.2 Name and Title of Notary or Justice of the Peace

Pamela S Cadmus Justice of the Peace (comm expires 8/11/17)

1.14 State Agency Signature Katja S Fox Date: 8/3/17	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Attorney On: 8/8/17

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 as indicated in block 1.18, 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 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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Date

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials PW
Date_____

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials PKW

Date JUL 28 2017

Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall increase the State's existing prevention system including, but not limited to, its resources and capacities to reduce substance abuse and misuse in communities with high need and/or high risk populations of:

1.3.1. Underage drinking among persons aged twelve (12) to twenty (20), and high risk for persons aged twenty-one (21) to twenty-five (25);

1.3.2. Prescription drug misuse and abuse, and illicit opioid misuse and abuse among persons aged twelve (12) to twenty-five (25).

1.4. The Contractor shall hire one full-time student assistance program (SAP) counselor who shall:

1.4.1. Work a minimum of three (3) seven and one half (7.5) hour days week throughout the school year, of which:

1.4.1.1. Two (2) days shall be dedicated to working directly with students.

1.4.1.2. One (1) days shall be dedicated to conducting parent education, community outreach, the New Comers Group, the Children of Substance Misusing Parents Group, and a Seniors Group.

1.4.2. Maintain office hours during the summer months on a flexible schedule, as approved by the Department.

1.4.3. Become a Certified Prevention Specialist no later than twelve (12) months from the contract effective date.

1.5. The Contractor shall provide services to students ranging from ages eleven (11) through fifteen (15) at the Keene Middle School, which includes populations from the towns of:

1.5.1. Harrisville.

1.5.2. Keene.

1.5.3. Marlow.

1.5.4. Nelson.

1.5.5. Stoddard.

1.5.6. Surry.

2. Scope of Work

2.1. The Contractor shall screen individuals referred to the program, using the guidance provided by the Department and an evidenced based screening tool as recommended by NAMI-NH that includes an assessment of the individual, family, substance use issues, and whether a referral to treatment is appropriate. The Contractor shall:

2.1.1. Submit the evidenced based screening tool to be used to the Department for approval within thirty (30) days of the contract effective date.

2.1.2. Refer individuals to community treatment providers, as appropriate.

2.2. The Contractor shall conduct individual and group sessions, as appropriate, which include but are not limited to:

2.2.1. Conducting individual support sessions, as needed, with the purpose of crisis intervention or to motivate students in participating in groups modeled after Project Success.

2.2.2. Conducting individual sessions as needed to assist students with:

2.2.2.1. Identifying and resisting social and situational pressures to use substances.

2.2.2.2. Correcting misperceptions about the prevalence and acceptability of substance use.

2.2.2.3. Focusing on the personal consequences of substance misuse and abuse.

2.2.2.4. Practicing resistance and coping skills.

2.2.2.5. Identifying barriers to using the newly developed skills or adopting healthy attitudes.

2.2.3. Conduct the Newcomers Group, the Children of Substance Misusing Parents Group and a Seniors Group beginning in year one and expanding new groups in additional years as funding will allow that are modeled after Project Success, which may include, but are not limited to:

2.2.3.1. Alcohol and other Drug Assessment Education Group

2.2.3.2. Sibling Group

2.2.3.3. Non-Users Group

2.2.3.4. Parents, Peers, and Partying Group

2.2.3.5. Users Group

2.2.3.6. Users/Children of Substance Misusing Parents Group

2.2.3.7. Recovery Group.

2.3. The Contractor shall administer pre- and post-assessments that measure student attitudes toward drugs and alcohol to determine and monitor the effectiveness of the Student Assistance Program and measure the impact of student groups which include, but are not limited to:

2.3.1. Children of Substance Misusing Parents/Caregivers Group;

2.3.2. Senior Group.

2.4. The Contractor shall administer annual surveys, and provide results of the surveys, during the period of March through May, which include but are not limited to:

2.4.1. The Youth Risk Behavior Survey of all students in grades nine (9) through twelve (12).

2.4.2. The Department provided survey for grades seven (7) through eight (8).

2.5. The Contractor shall provide education sessions and/or materials, as approved by the Department, to individuals and or groups, that may include, but are not limited to:

2.5.1. Parent/caregiver education regarding prescription drug misuse, underage drinking and binge drinking, within the school and community.

2.5.2. Alcohol and other drug prevention education in middle school or high school, using evidence based curriculum, such as Project Alert, during seventh and ninth grade transitional years that includes, but is not limited to:

2.5.2.1. Adolescent alcohol, tobacco and other drug information.

2.5.2.2. Family Dynamics and pressures.

2.5.2.3. Skills for coping with stress and life pressure.

2.6. The Contractor shall conduct a minimum of three (3) school/community centered environmental strategies that broadly reach populations within the school and community and focus on alcohol and other drug prevention messaging, including but not limited to:

2.6.1. Initiating health and wellness activities within the school buildings.

2.6.2. Participating in Red Ribbon Week activities.

2.6.3. Brainstorming ideas with student volunteers, which may result in improvements for the school and the community.

2.6.4. Participating in Kick Butts Day.

2.7. The Contractor shall increase school and community awareness of the Student Assistance Program services through media and marketing including but not limited to print media and social media, which may include, but is not limited to Facebook and Instagram in partnership with Department identified organizations, including but not limited to the Partnership for a Drug Free NH.

2.8. The Contractor shall announce the intentions of the Student Assistance Program in collaboration with community partners in their area which include, but are not limited to:

2.8.1. Faith based organizations.

2.8.2. Police Department.

2.8.3. Sheriff's Department.

2.8.4. Emergency responders.

2.9. The Contractor shall evaluate existing school policies on alcohol and other drugs within the first year of the contract and recommend improvements to the existing policies based on best practice and according to recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment

2.10. The Contractor shall implement improvements to the alcohol and other drug school policies in Section 2.6 in year two (2) of the contract.

2.11. The Contractor shall participate in the Student Assistance Learning Collaborative and other mandatory trainings as identified by the Department.

2.12. The Contractor shall allow a team authorized by the Department to meet with staff on a quarterly basis or as needed to conduct a site visit. The Contractor shall:

2.12.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

2.12.2. Ensure the Department is provided with scheduled and unscheduled access to Contractor staff and information that includes but is not limited to:

2.12.2.1. Data

2.12.2.2. Financial records

2.12.2.3. Work sites/locations/work spaces and associated facilities.

2.13. The Contractor shall collaborate with the Regional Public Health Network to create a sustainability plan for continuation of the Student Assistance Program beyond the contract end date, which shall be submitted to the Department for approval no later than ninety (90) days prior to the contract end date.

2.14. The Contractor shall work with the NH Center for Excellence, as needed, to ensure evidence based interventions or core elements of evidence based interventions (as approved by the Center for Excellence) are being implemented with fidelity.

3. Reporting

3.1. The Contractor shall input data on a monthly or quarterly basis in an online database, as required by the Department, which shall include, but not be limited to:

3.1.1. Number of students who participated in SAP activities

3.1.2. Demographic of students who participated in SAP activities.

3.1.3. Number of environmental strategies implemented as a result of SAP services

3.1.4. Amount of funds received from other sources for SAP activities and/or programming.

3.2. The Contractor shall provide additional reports or data as required by the Department.

4. Deliverables

4.1. The Contractor shall provide services to a minimum of six hundred fifty-seven (657) students per year.

4.2. The Contractor shall submit the evidenced based screening tool described in Section 2.1.1 to the Department no later than thirty (30) days from the contract effective date.

4.3. The Contractor shall provide the sustainability plan described in Section 2.13 to the Department for review and approval no later than ninety (90) days prior to the contract completion date.

4.4.

5. Performance Measures

5.1. The Contractor shall maintain a 90% response rate of pre- and post-assessments described in Section 2.3.

5.2. A minimum of 50% of responders to the post-assessments described in Section 2.3 will have an unfavorable attitude toward drugs and alcohol.

5.3. A minimum of 75% of responders to the post-assessments described in Section 2.3 will agree that participation in SAP activities had a positive impact on how to effectively deal with peer pressure.

Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with 100% federal funds available through the Catalogue for Domestic Assistance (CFDA) # 93.243, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Partnership for Success Grant.
2. State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for services provided pursuant to Exhibit A, Scope of Services, shall be at an all-inclusive rate of $48.00 per hour for a maximum value of $36,762 for State Fiscal Year 18 and $32,178 for State Fiscal Year 19.
4. Payment for said services shall be made monthly as follows:
   - 4.1. The Contractor shall submit an invoice for payment no later than the twentieth (20th) working day of each month for the number of hours worked in the previous month.
   - 4.2. Invoices shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services as well as documentation of matching funds as described in Section 7, below.
   - 4.3. Invoices shall be sent to:

     Department of Health and Human Services
     Attn: Financial Manager
     Bureau of Drug and Alcohol Services
     129 Pleasant Street
     Concord, NH 03301
5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
6. The final invoice shall be submitted to the Department no later than forty (40) days after the contract completion date identified in Form P-37, General Provisions, Block 1.7 Completion Date.
7. The Contractor shall provide documentation of matching funds in the amount of twenty-five percent (25%) of the total price limitation indicated in Form P-37, General Provisions, Block 1.8, Price Limitation. Matching funds may include:
   - 7.1. A cash match is non-federal cash from the Contractor's own funds or cash donations from non-federal third parties.
   - 7.2. An In-kind non-federal match is a non-monetary contribution of personnel, goods, or services purchased or received from non-federal sources,
8. Schools above the state average of students receiving free or reduced lunch may include up to 10% of the total 25% cash match as in-kind contributions.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

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

   4. CONDITIONAL NATURE OF AGREEMENT.

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

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

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall

provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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

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.

Contractor Name:

7/28/17
Date

Name:
Title: CEO

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 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.

Contractor Name:

7/20/17
Date

Name:
Title: CEO

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

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 (i)(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:

7/28/17
Date

Name:
Title: CEO

Contractor Initials PW

Date JUL 28 20..

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.

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:

7/28/17
Date

Name:
Title: CEO

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:

7/28/17
Date

Name:
Title: COO

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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 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.

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	Monadnock Family Services
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	PHILIP WYZIK
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
8/3/17	7/28/17
Date	Date

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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

7/28/17
Date

Name:
Title: CEO

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 DUNS number for your entity is: 02-6012230

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: _____

Contractor Initials: PFW

Date: JUL 28 2017

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Student Assistance Program

This 1st Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #1") dated this 10th day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Country Education Services Agency (f/k/a North Country Education Services), (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 300 Gorham Hill Road, Gorham, NH, 03581.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2018 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to renew the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3., the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, and increase the price limitation, and;

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

1. Form P-37 General Provisions, Block 1.3, Contractor Name, to read:

   North Country Education Services Agency

2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $200,000.

4. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

6. Add Exhibit A Scope of Services, Section 1.5., to read:

   1.5. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provide after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

7. Delete Exhibit B Method and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #1 Method and Conditions Precedent to Payment.

8. Add Exhibit B-1, Amendment #1.

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/6/19
Date

Name: Katja Fox
Title: Director

North Country Education Services Agency

6/5/19
Date

Name: Lori Longfellow
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Coos on 6/5/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or ~~Justice of the Peace~~

Betty A Lemelin-Dube
Name and Title of Notary or ~~Justice of the Peace~~

BETTY A. LEMELIN-DUBE, Notary Public
My Commission Expires October 21, 2020

My Commission Expires: _____

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

OFFICE OF THE ATTORNEY GENERAL

6/6/19
Date

Lisa M. English
Name: Lisa M. English
Title: Special Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with federal funds as follows: 100% Federal Funds from DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, NH Partnership for Success Initiative – PFS2, CFDA #93.243, Federal Award Identification Number SP020796.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   4.1. 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 item, as specified in Exhibit B-1, Amendment #1.
   4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to jill.burke@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Division of Drug and Alcohol Services
   129 Pleasant Street,
   Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B, Amendment #1.

9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services

Contractor name North Country Education Services Agency

Budget Request for: Student Assistance Program (SS-2019-BDAS-02-STUDE-06)

Budget Period: July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 70,000.00	$ -	$ 70,000.00	$ -	$ -	$ -	$ 70,000.00	$ -	$ 70,000.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00	$ -	$ 2,500.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ 2,000.00	$ -	$ 2,000.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 3,500.00	$ -	$ 3,500.00	$ -	$ -	$ -	$ 3,500.00	$ -	$ 3,500.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00	$ -	$ 2,500.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00	$ -	$ 2,500.00
11. Staff Education and Training	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00	$ -	$ 4,000.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Indirect Cost		$ 8,000.00	$ 8,000.00	$ -	$ -	$ -	$ 8,000.00	$ -	$ 8,000.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 92,000.00**	**$ 8,000.00**	**$ 100,000.00**	$ -	$ -	$ -	**$ 100,000.00**	$ -	**$ 100,000.00**
Indirect As A Percent of Direct		8.7%							

Contractor Initials

Date 4/5/19

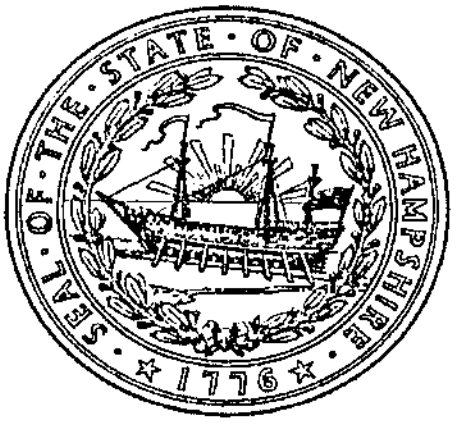
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY EDUCATION SERVICES AGENCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 29, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **66448**

Certificate Number: **0004485686**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Kathleen Kelley, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of North Country Education Services Agency
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on 6/18/2013:
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 5th day of June 2019
(Date Contract Signed)

4. Lori Langlois is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)
of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 5th day of June, 2019.

By Kathleen Kelley
(Name of Elected Officer of the Agency)

(Notary Public/~~Justice of the Peace~~)

(NOTARY SEAL)

BETTY A. LEMELIN-DUBE, Notary Public
My Commission Expires October 21, 2020

Commission Expires: _____

Primex
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
North Country Education Services Agency 300 Gorham Hill Road Gorham, NH 03581	953	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X	**General Liability (Occurrence Form)**	7/1/2019	7/1/2020	Each Occurrence	$ 5,000,000
	Professional Liability (describe)			General Aggregate	$ 5,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	**Automobile Liability**	7/1/2019	7/1/2020	Combined Single Limit (Each Accident)	$5,000,000
	Deductible Comp and Coll: $1,000			Aggregate	$5,000,000
	☐ Any auto				
X	**Workers' Compensation & Employers' Liability**	7/1/2019	7/1/2020	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	**Property (Special Risk includes Fire and Theft)**	7/1/2019	7/1/2020	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ **Additional Covered Party**	☐ **Loss Payee**
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301		

Primex³ – NH Public Risk Management Exchange

By: *Mary Beth Purcell*

Date: 6/5/2019 mpurcell@nhprimex.org

Please direct inquires to:
Primex³ Claims/Coverage Services
603-225-2841 phone
603-228-3833 fax

North Country
EDUCATION
SERVICES

The mission of North Country Education Services Agency is:

Be the leader for the region in providing professional development and educational services, facilitating partnerships and fostering collaborations that benefit member schools, advocating for resources for teachers and students, and continuously creating opportunities that enhance education in the North Country.

300 GORHAM HILL ROAD, GORHAM, NH 03581 • 603-466-5437 • 800-268-5437 • FAX 603-466-2907

EQUAL OPPORTUNITY EMPLOYER AND EQUAL OPPORTUNITY PROVIDER

NORTH COUNTRY EDUCATION SERVICES AGENCY
FINANCIAL STATEMENTS
With Independent Auditor's Report Thereon

June 30, 2018 and 2017

NORTH COUNTRY EDUCATION SERVICES AGENCY

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The Mercier Group

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INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS

To the Members of the Board of Directors and Management
North Country Education Services Agency

Report on the Financial Statements. We have audited the accompanying financial statements of the North Country Education Services Agency (a non-profit corporation) as listed in the table of contents, which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities, functional expenses and cash flows for the years then ended and the related notes to the financial statements.

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

Auditor's Responsibility. Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance auditing standards that are generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluation the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion. In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the North Country Education Services Agency, as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Schedule. Our audit was performed for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule listed in the table of contents is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. We have applied certain limited procedures to the supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing it for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Paul J. Mercier, Jr. cpa for

The Mercier Group, *a professional corporation*
Grantham, New Hampshire
October 24, 2018

Financial Statements

Exhibit A

NORTH COUNTRY EDUCATION SERVICES AGENCY

Statements of Financial Position

June 30, 2018 and 2017

All numbers are expressed in USA Dollars

	2018	2017
ASSETS		
CURRENT ASSETS		
Cash	**116,674**	275,833
Investments	**641,108**	544,654
Accounts receivable	**95,831**	87,883
Grants receivable	**23,050**	27,644
Prepaid expenses	**994**	3,000
	877,657	939,014
PROPERTY AND EQUIPMENT		
Land	**35,000**	35,000
Buildings	**609,967**	609,967
Equipment	**27,854**	27,854
Less: accumulated depreciation	**(501,544)**	(479,558)
	171,277	193,263
	1,048,934	1,132,277
LIABILITIES AND NET ASSETS		
LIABILITIES		
Current:		
Accounts payable	**968**	2,114
Deferred revenues	**173**	52,800
	1,141	54,914
Long-term, *less current maturities*		
Contingency for unfunded pension obligations:		
Agency share of NHRS net pension liabilities, deferred inflows and outflows of resources	**1,350,995**	1,319,678
	1,350,995	**1,319,678**
	1,352,136	1,374,592
NET ASSETS		
Unrestricted:		
Board designated for building improvements	**41,448**	18,840
Net investment in property & equipment	**171,277**	193,263
Available to operations	**534,451**	535,215
Deficit related to unfunded pension obligations	**(1,350,995)**	(1,319,678)
	(603,819)	**(572,360)**
Temporarily restricted:		
For program purposes	**300,617**	330,045
	(303,202)	**(242,315)**
	1,048,934	1,132,277

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

Exhibit B

NORTH COUNTRY EDUCATION SERVICES AGENCY

Statements of Activities

For the Fiscal Years Ending June 30, 2018 and 2017

All amounts are expressed in USA Dollars

	2018			2017		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
OPERATING SUPPORT, REVENUES AND RECLASSIFICATIONS						
Federal grants		**249,288**	**249,288**		561,270	561,270
State grants		**291,058**	**291,058**		134,143	134,143
Local government agencies		**278,297**	**278,297**		236,266	236,266
Other non-profit agencies		**224,284**	**224,284**		381,220	381,220
Donations	**200**	**2,259**	**2,459**	200		200
Program service revenue	**917,090**		**917,090**	1,283,347		1,283,347
Net assets released from restriction:						
Satisfaction of program restrictions	**1,074,614**	**(1,074,614)**	-	1,184,534	(1,184,534)	-
	1,991,904	**(29,428)**	**1,962,476**	2,468,081	128,365	2,596,446
OPERATING EXPENSES						
Program Services:						
NCES Programs	**719,728**		**719,728**	838,412		838,412
Substance Misuse Prevention	**162,038**		**162,038**			-
USDA Equipment	**142,394**		**142,394**	288,627		288,627
Adult Learner Services	**137,154**		**137,154**	149,401		149,401
NHCTA	**128,684**		**128,684**	24,185		24,185
SAP	**92,000**		**92,000**	100,000		100,000
Coos County Director's Network	**91,265**		**91,265**	101,591		101,591
Migrant	**74,409**		**74,409**			-
STEM	**54,865**		**54,865**	126,323		126,323
Tillotson - Operations	**50,000**		**50,000**	50,000		50,000
Distance Learning	**33,906**		**33,906**	40,118		40,118
ECERS CDN	**17,785**		**17,785**			-
ECEP	**13,135**		**13,135**			-
Jane's Trust	**12,389**		**12,389**	136,620		136,620
NH Center for Learning	**6,700**		**6,700**	48,224		48,224
SAUV	**6,335**		**6,335**			-
Tillotson - No. of the 44th	**5,156**		**5,156**	3,349		3,349
TSA CTSO	**2,151**		**2,151**	-		-
NHCF Computer Science	**1,000**		**1,000**			-
NISL			-	99,246		99,246

Exhibit B

NORTH COUNTRY EDUCATION SERVICES AGENCY

Statements of Activities

For the Fiscal Years Ending June 30, 2018 and 2017

All amounts are expressed in USA Dollars

	2018			2017		
		Temporarily			Temporarily	
	Unrestricted	**Restricted**	**Total**	Unrestricted	Restricted	Total
SAHE			-	14,118		14,118
ABE College Transitions			-	6,751		6,751
Film Festival			-	1,500		1,500
Community Engagement			-	205		205
	1,751,094	-	**1,751,094**	2,028,670	-	2,028,670
Support services:						
Management and general	**375,195**		**375,195**	378,863		378,863
	2,126,289	-	**2,126,289**	2,407,533	-	2,407,533
NET OPERATING INCOME(LOSS)	**(134,385)**	**(29,428)**	**(163,813)**	60,548	128,365	188,913
NONOPERATING SUPPORT, REVENUES AND RECLASSIFICATIONS						
Investment income	**99,026**		**99,026**	89,971		89,971
Unrelated business income - garage rent	**3,900**		**3,900**	3,500	-	3,500
	102,926	-	**102,926**	93,471	-	93,471
CHANGE IN NET ASSETS	**(31,459)**	**(29,428)**	**(60,887)**	154,019	128,365	282,384
NET ASSETS (DEFICIT) - BEGINNING	**(572,360)**	**330,045**	**(242,315)**	(726,379)	201,680	(524,699)
NET ASSETS (DEFICIT) - ENDING	**(603,819)**	**300,617**	**(303,202)**	(572,360)	330,045	(242,315)

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

Exhibit C

NORTH COUNTRY EDUCATION SERVICES AGENCY

Statements of Functional Expenses

For the Fiscal Years Ending June 30, 2018 and 2017

All amounts are expressed in USA Dollars

	2018			2017		
	Regular Educational Programs	**Management and General**	**Total**	Regular Educational Programs	Management and General	Total
EXPENSES						
Salaries and other compensation	**592,293**	**227,967**	**820,260**	697,757	223,630	921,387
Pension expense	**98,952**	**37,752**	**136,704**	125,737	43,152	168,889
Other Employee benefits	**141,545**	**53,235**	**194,780**	126,309	54,103	180,412
Payroll taxes	**39,984**	**17,752**	**57,736**	54,767	17,628	72,395
Staff development	**30,761**	**3,300**	**34,061**	82,401	3,050	85,451
Contracted services	**455,134**	**6,500**	**461,634**	380,928	6,500	387,428
Occupancy	**46,650**	**8,084**	**54,734**	45,039	9,198	54,237
Administrative expenses	**20,029**	**7,087**	**27,116**	22,897	7,115	30,012
Travel	**40,071**	**5,130**	**45,201**	56,610	9,749	66,359
Materials & supplies	**263,685**		**263,685**	419,512		419,512
Insurance	**8,000**		**8,000**	2,500		2,500
Depreciation	**13,973**	**8,013**	**21,986**	13,973	4,658	18,631
Interest	**17**		**17**	240	80	320
Tax on unrelated business income		**375**	**375**			-
	1,751,094	**375,195**	**2,126,289**	2,028,670	378,863	2,407,533

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

Exhibit D

NORTH COUNTRY EDUCATION SERVICES AGENCY

Statements of Cash Flows

For the Fiscal Years Ending June 30, 2018 and 2017

All amounts are expressed in USA Dollars

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Net operating income(loss)	**(163,813)**	188,913
Adjustments to reconcile to net cash		
provided by (used in) operating activities:		
Depreciation Expense	**21,986**	18,631
Difference between pension expense for GASB 68 and NHRS plan contributions	**31,317**	41,380
Change in assets and liabilities:		
(Increase) decrease in assets:		
Accounts receivable	**(7,948)**	(26,512)
Grants receivable	**4,594**	14,709
Prepaid expenses	**2,006**	(3,000)
Increase (decrease) in liabilities:		
Accounts payable	**(1,146)**	135
Deferred revenues	**(52,627)**	51,300
	(165,631)	285,556
CASH FLOWS FROM INVESTING ACTIVITIES		
Unrelated business income - garage rent	**3,900**	3,500
Earnings on investments	**99,026**	89,971
Purchase of Investments	**(96,454)**	(87,971)
	6,472	5,500
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments - mortgage notes	**-**	(81,685)
	-	(81,685)
NET INCREASE (DECREASE) IN CASH	**(159,159)**	209,371
CASH - BEGINNING	**275,833**	66,462
CASH - ENDING	**116,674**	275,833
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for interest	**17**	320

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

NATURE OF OPERATIONS

North Country Education Services Agency is a voluntary, not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended. Its purpose is to provide member organizations and the persons served thereby, directly and indirectly, with educational, administrative and technological services, courses, facilities, and equipment generally and including, without thereby limiting such generality, educational consulting services and the coordination of services supplied by others, administrative and technological assistance, counselor and other specialized personnel, and specialized instruments, facilities and equipment. The degree of participation in and subscription to the services of the Agency by districts of the School Administrative Unit are determined by them individually. Membership in the organization is currently comprised of the eleven school administrative units and supervisory unions listed below. The management and controls of the affairs of this corporation are vested in and exercised by a Board of Directors consisting of eleven (11) superintendents, or their designee, of the New Hampshire School Administrative Units 3, 7, 9, 20, 23, 35, 36, 58, 68, 77, 84, and members at large appointed by a majority of the board who are individuals or representatives from organizations who are committed to the betterment of education and the betterment of North Country Education Services Agency.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Statement Presentation. The financial statements have been prepared in accordance with Statement of Financial Accounting Standards (SFAS) No. 117, "Financial Statements of Not-for-Profit Organizations." Under SFAS No. 117, the Agency is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets based on the existence of absence of donor-imposed restrictions. In addition, the Agency is required to present a statement of cash flows.

Basis of Accounting. The Agency presents it financial statements on the accrual basis of accounting. Under this basis, exchange revenues and related accounts receivables are recognized when earned. Non-exchange revenues (contributions, donations, etc.) and related contributions receivables are recognized when received. Expenses and related payables are recognized when title to goods and services passes to the Agency.

Cash and cash equivalents. For financial reporting purposes, cash includes cash on hand, amounts in demand deposits and money market funds, as well as certificates of deposit and short-term investments with original maturities of 90 days or less. Cash also includes participation units in the public deposit investment pool established pursuant to RSA 383:22.

Investments. Investments are accounted for according to Statement of Financial Accounting Standard (SFAS) No. 124, *Accounting for Certain Investments Held by Not-for-Profit Organizations*. Under SFAS No. 124, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statements of financial position. Unrealized gains and losses are included in the change in net assets.

Concentrations of credit and market risk. Financial instruments that potentially expose the Agency to *credit risk* consist primarily of bank deposits and investments in participation units of the New Hampshire Public Deposit Investment Pool. It is the Agency's policy to deposit monies in high quality financial institutions and to limit risk by maintaining deposits within the Federal Depository Insurance Limits (FDIC) whenever possible. The Agency has not experienced any losses on its cash deposits during FY2018 or FY2017. *Market risk* is limited to fluctuations in the prices of mutual funds. Management monitors investments in high quality mutual funds and believes it is not exposed to significant market risk on those amounts. Each participation unit of the Pool is valued at one-dollar and the price there of does not fluctuate with the market values of underlying investments.

Prepaid Expenses. Disbursements made in advance of the receipt of goods and services are recorded as prepaid expenses in the statement of financial position.

Property and Equipment. All costs of property and equipment, and the fair value of donated assets value in excess of $1,000 and an initial economic useful life of greater than one accounting period are capitalized. Depreciation is computed by the straight-line method, beginning in the month of acquisition at rates based on the following estimated useful lives:

	Years
Buildings	30
Equipment	5

Deferred Revenues and Refundable Advances. Service charges received in advance of the year to which they apply are reported as *deferred revenue* in the statement of financial position. Amounts received from grants in advance of the year to which relating eligible expenses have been incurred are reported as *refundable advances*.

Public Support and Revenues. Substantially, all revenue is derived from contract fees from member school districts and grants awarded by government agencies. Revenues from service fees are recognized on a monthly basis as services are invoiced. Some grants received from governments, private foundations and other not-for-profit entities require that eligible expenditures be made in order to recognize the revenue. Revenues from those sources are recognized in the period in which eligible expenditures are made. Secondary support is obtained from the rental of facilities, private donations, interest, dividends and capital gains on investments.

Contributions. Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any government grant, contract or other donor restrictions. A *temporary restriction* permits the organization to use donated assets as specified for a particular purpose or within a specified time period. *Permanently restricted net assets* are those that are required to be permanently maintained but that the income from the investment of such may be used for specified purposes. All donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Functional Allocation of Expenses. The costs of providing various programs and other

activities have been summarized on a functional basis in the statements of activities. Expenses are charged to each program based on direct costs incurred or estimated usage. Any program expenditures not directly chargeable are allocated to programs based on the direct charges. Annually, an indirect cost rate is established by the Agency and approved by the State of New Hampshire Department of Education for this purpose.

Accumulated Unpaid Vacation and Sick Pay. Vacation time is granted to full-time employees in amounts of 5 to 20 days per year, depending on positions held. Such vacation time must be used prior to September 1 of the following year. Sick leave is accumulated at the rate of 1 work day earned for every 20 days worked, not to exceed 12 days annually; total accumulation of sick leave may not exceed 70 days. Accumulated unpaid vacation and sick pay is not accrued by the Agency. However, estimated accumulation does not exceed a normal year's allowance.

Income Taxes. The Agency is organized exclusively for tax-exempt charitable and educational purposes within the meaning of Section 501(a) and Section 501(c)(3) of the Internal Revenue Code of 1954, as amended and Chapter 262 of the New Hampshire Revised Statutes Annotated, as amended. The Agency is not a private foundation within the meaning of Internal Revenue Code Section 509(a). During the period of July 1, 2017 through June 30, 2018, the Agency had minimal unrelated business income and therefore, no provision for income taxes is made in the accompanying financial statements.

Accounting Estimates. Accounting estimates are an integral part of the financial statements. They are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate used in the preparation of these financial statements was:

- Management's estimate of *depreciation* is based on the expected number of years an asset will be used in operations and on the age and condition of capital assets at year-end.
- Management's estimate of *Contingency for unfunded pension obligations* and *Deficit related to unfunded pension obligations* is the amount of net pension liability, deferred inflows and outflows of resources related to the Agency's proportionate share of the New Hampshire Retirement System (NHRS), which is independently audited information supplied by NHRS.

ASSETS

Deposits. All bank deposits as of June 30, 2018 and 2017 and substantially throughout the fiscal years then ended were fully insured by the Federal Deposit Insurance Corporation (FDIC) or collateralized with securities held by the pledging institution.

Cash Equivalents. Short-term investments at December 31, 2018 and 2017, and throughout the fiscal years then ended consisted of participation units in the New Hampshire Public Deposit Investment Pool (NHPDIP). Governmental Accounting Standards consider these investments unclassified since underlying investments are not fixed by individual investor. At this time, the Pool's investments are limited to short-term U.S. Treasury and U.S. Government Agency obligations, State of New Hampshire municipal obligations, certificates of deposit from AI/PI-

rated banks, money market mutual funds (maximum of 20% of portfolio), overnight to 30-day repurchase agreements and reverse overnight repurchase agreements with primary dealers or dealer banks.

Investments. Investments, the fair value of which is measured at quoted prices in active markets for identical investments as of June 30, 2018 and 2017, include the following:

	2018	2017
Mutual Funds	$ 641,108	$ 544,654

The composition of investment return in the statement of activities for the years ended December 31, 2018 and 2017 were as follows:

	2018	2017
Interest and dividends	$ 2,571	$ 2,000
Capital gain distributions	96,455	87,971
	$ 99,026	$ 89,971

Accounts Receivable. Accounts Receivable at June 30, 2018 and 2017 include service fees due from member school districts or program participants. All are considered to be collectible and no reserve for uncollected accounts has been established.

Grants Receivable. Grants Receivable at June 30, 2018 and 2017 include amounts due from the Federal Government, the State of New Hampshire, other political subdivisions or private contributors for eligible costs expended on various grant programs. All are considered to be collectible and no reserve for uncollected accounts has been established.

Property and Equipment. A summary of changes in property and equipment for the fiscal years ended June 30, 2018 and 2017 are as follows:

	Balance July 1, 2017	Additions	Deductions	Balance June 30, 2018
Land	$ 35,000	$ -	$ -	$ 35,000
Buildings	609,967	-	-	609,967
Equipment & Furnishings	27,854	-	-	27,854
	672,821	-	-	672,821
Less: Accumulated Depreciatio	(479,558)	(21,986)	-	(501,544)
	$ 193,263	$ (21,986)	$ -	$ 171,277

	Balance July 1, 2016	Additions	Deductions	Balance June 30, 2017
Land	$ 35,000	$ -	$ -	$ 35,000
Buildings	609,967	-	-	609,967
Equipment & Furnishings	82,609	-	54,755	27,854
	727,576	-	54,755	672,821
Less: Accumulated Depreciation	(515,682)	(18,631)	(54,755)	(479,558)
	$ 211,894	$ (18,631)	$ -	$ 193,263

Risk Management. The Agency is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets, errors or omissions, injuries to employees, and natural disasters. During the fiscal year, the Agency was a member of the following public-entity risk pools, currently operating as a common risk management and insurance programs for member school districts, school administrative units and similar government-supported agencies.

The ***New Hampshire Public Risk Management Exchange (Primex[3]) Workers' Compensation and P/C GROUP*** are pooled risk management programs under RSA 5-B and RSA 281-A. The coverage period runs from July 1, 2017 to July 1, 2018. The pool's board has determined to retain risks based on the aggregate exposure and has allocated resources based on actuarial analysis for that purpose. A summary of coverages provided during the fiscal year by *Primex [3]*, deductibles, contributions, claims paid and credits or balances due are available from the Agency upon request.

- Estimated net contribution billed for the year ending July 1, 2018 are as follows:

- Property/Liability	$	4,724
- Workers' Compensation	$	3,079

The Member Participation Agreement permits *Primex[3]* to make additional assessments to members should there be a deficiency in Trust assets to meet its liabilities. At this time management understands that *Primex [3]* foresees no likelihood of an additional assessment for this or any prior year. Claims have not exceeded insurance coverage in any of the past years.

LIABILITIES

Line of Credit. During fiscal years ended June 30, 2018 and 2017, the organization had available a $100,000 line of credit secured by substantially all business property other than real estate. The note includes a variable interest rate equal to the Wall Street Journal Prime Rate plus 2%. Outstanding balances at June 30, 2018 and 2017 were zero.

Cost-Sharing Defined Benefit Pension Plan. Full-time employees participate in the State of New Hampshire Retirement System (NHRS), a public employee retirement system that administers one cost-sharing multiple-employer defined benefit pension plan (Pension Plan) and four separate cost-sharing multiple-employer postemployment medical subsidy healthcare plans. The Pension Plan was established in 1967 by RSA 100-A:2 and is qualified as a tax-exempt organization under Sections 401(a) and 501(a) of the Internal Revenue Code. The Pension Plan is a contributory, defined benefit plan providing service, disability, death and vested retirement benefits to members and their beneficiaries. Substantially all full-time state employees, public school teachers and administrators, permanent firefighters and permanent police officers within the State are eligible and required to participate in the Pension Plan. Full-time employees of political subdivisions, including counties, municipalities and school districts, are also eligible to participate as a group if the governing body of the political subdivision has elected participation.

NHRS is divided into two membership groups. By statute, Group I (employee and teacher) members contribute 7% of their salary to NHRS. Group II (police & fire) members contribute 11.5% and 11.8% respectively. While member rates are set by statute, employer rates are set by the NHRS Board of Trustees every two years after a biennial actuarial valuation is conducted using the *Entry Age Normal* actuarial method. Employer contributions are assessed at five different rates, one each for state employees, political subdivisions employees, teachers, police and fire. NHRS employers are required by the New Hampshire Constitution to pay 100% of the actuarial sound

employer contribution rate as certified by the NHRS Board of Trustees to fully fund the pension plan and to pay down the retirement system's unfunded actuarial accrued liability over a closed amortization period. Currently, employer contribution rates for the period July 1, 2017 through June 30, 2018 are as follows:

	Group I		
	Pension	Medical Subsidy	Total
Employees	11.08%	0.30%	11.38%
Teachers	15.70%	1.66%	17.36%

For reporting purposes, the Agency follows the provisions of GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No.* 27, which requires participating employers to recognize their proportionate share of collective net pension liability, deferred outflows of resources, deferred inflows of resources and pension expense. Estimated collective amounts have been allocated by NHRS based on employer contributions during the respective fiscal years. Contributions to the plan are recognized when legally due, based on statutory requirements. This information along with significant assumptions and inputs for total pension liabilities, the NHRS's fiduciary net position and current year sources of changes to net pension liabilities are available for the plan as a whole as well as audited cost-sharing schedules by individual members in the System's Comprehensive Annual Financial Report and other annual reports are available from the NHRS located at Regional Drive ~ Concord, NH 03301-8509 or on its web site at: https://www.nhrs.org and https://www.nhrs.org/employers/employer-resources/gasb/gasb-reports

Benefit amounts and eligibility requirements for the **cost-sharing multiple-employer postemployment medical subsidy plan (OPEB Plan)** are set by state law (RSA 100-A:52, RSA 100-A:52-a and RSA 100-A:52-b), and members are designated in statute by type. The four membership types re Group II, Police Officers and Firefighters; Group I, Teachers; Group I, Political Subdivision Employees: and group I, State Employees. The OPEB Plan provides a medical insurance subsidy to qualified retired members. The medical insurance subsidy is a payment made by NHRS to the former employer or its insurance administrator toward the cost of health insurance for a qualified retiree, his/her qualified spouse, and his/her certified dependent children with a disability who are living in the household and being cared for by the retiree. If the health insurance premium amount is less than the medical subsidy amount, then only the health insurance premium amount will be paid. If the health insurance premium amount exceeds the medical subsidy amount, then the retiree or other qualified person is responsible for paying any portion that the employer does not pay.

Group I benefits are based on creditable service, age and retirement date. Group II benefits are based on hire date, age and creditable service. The OPEB plan is closed to new entrants. Maximum medical subsidy rates paid during fiscal years 2017 and 2016 (the most recently available valuation dates) were as follows:

- For qualified retirees not eligible for Medicare, the amounts were $375.56 for a single-person plan and $751.12 for a two-person plan.
- For those qualified retirees eligible for Medicare, the amounts were $236.84 for a single-person plan and $473.68 for a two-person plan.

For reporting purposes, the Agency follows the provisions of GASB Statement No. 75, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27*, which requires the Agency to recognize their proportionate share of collective OPEB liability, deferred outflows of resources, deferred inflows of resources and OPEB expense. However, those amounts were not available for inclusion in this report. As provided in the reports above, collective amounts have been allocated based on employer contributions during the respective fiscal years. Contributions to the plan are recognized when legally due, based on statutory requirements. This information along with significant assumptions and inputs for total OPEB liabilities, the NHRS's fiduciary net position and current year sources of changes to net pension liabilities are available for the plan as a whole as well as audited cost-sharing schedules by individual members in the System's Comprehensive Annual Financial Report and other annual reports are available from the NHRS located at Regional Drive ~ Concord, NH 03301-8509 or on its web site at: https://www.nhrs.org and https://www.nhrs.org/employers/employer-resources/gasb/gasb-reports

SUMMARY DISCLOSURE OF SIGNIFICANT CONTINGENCIES

Grants. Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally State oversight agencies or the Federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the Agency. The amount which may be disallowed by the grantor cannot be determined at this time although the Agency expects such amounts, if any, to be immaterial.

NET ASSETS

Board Designated Net Asset. During FY2017, the board established an allowance for building repairs and improvements and is funding it monthly based on prior loan payment amounts of $1,884. Balances of the reserve account and available for that purpose as of June 20, 2018 and 2017 were $41,448 and $18,840 respectively.

Temporarily Restricted Net Assets.

Restricted For Program Purposes. Net assets restricted by grantors for program purposes include the following:

	2018	2017
Distance Learning/Follet	$ 2,924	$ 18,366
Coos County Director's Network	86,629	63,550
Jane's Trust	-	13,380
NH Center for Learning	-	6,700
Tillotson - North of the 44th	192	5,775
NHCTA	170,211	85,758
USDA	32,038	136,516
CDN ECERS 2017	2,036	-
CDN ECERS 2018	6,587	-
	$ 300,617	$ 330,045

Supplementary Schedule

Exhibit C2

NORTH COUNTRY EDUCATION SERVICES AGENCY

Comparative Schedule of Pension Obligations

As of June 30, 2018

All amounts are expressed in USA Dollars

Estimated future pension obligations - New Hampshire Retirement System (NHRS). Selected comparative information from NHRS's audited financial statements and cost-sharing schedules that is specific to the Agency is as follows:

	Valuation as of and for the years ended June 30,				
	2013	**2014**	**2015**	**2016**	**2017**
Proportionate share	0.03138606%	0.03000652%	0.02908921%	0.02839177%	0.02942595%
Employer contribution	$ 78,043	$ 97,348	$ 97,590	$ 101,665	$ 107,800
Net Pension Liability	$ 1,350,788	$ 1,126,320	$ 1,152,377	$ 1,509,759	$ 1,447,166
Deferred outflows of resources:					
Differences between expected and actual	*base year*	-	-	4,196	3,281
Net difference between projected and actual investment earnings on pension plan investments	*base year*	-	-	94,458	145,315
Changes of assumptions	*base year*	-	-	185,803	36,237
Changes in proportion	*base year*	-	-	-	-
Total deferred outflows of resources	$ -	$ -	$ -	$ 284,457	$ 184,833
Deferred inflows of resources:					
Differences between expected and actual	*base year*	-	25,288	19,065	18,418
Net difference between projected and actual investment earnings on pension plan investments	*base year*	144,114	30,799	-	18,430
Changes of assumptions	*base year*	-	-	-	-
Changes in proportion	*base year*	48,784	69,834	75,311	51,814
Total deferred inflows of resources	$ -	$ 192,898	$ 125,921	$ 94,376	$ 88,662
Pension expense:					
Proportionate share of plan pension expense	*base year*	76,366	74,458	166,542	153,526
Net amortization of deferred amounts from changes in proportion	*base year*	(10,588)	(17,788)	(23,497)	(14,409)
Total employer pension expense	$ -	$ 65,778	$ 56,670	$ 143,045	$ 139,117

This information should be read in conjunction with the audited actuarial reports presented by the NHRS. This information along with significant assumptions and inputs for total pension liabilities, the NHRS's fiduciary net position and current year sources of changes to net pension liabilities are available for the plan as a whole as well as audited cost-sharing schedules by individual members in the System's Comprehensive Annual Financial Report and other annual reports are available from the NHRS located at Regional Drive – Concord, NH 03301-8509 or on its web site at https://www.nhrs.org/funding-and-investments/reports-valuations/annual-report-archive and https://www.nhrs.org/employers/gasb/gasb-67-68-reports . As noted there in, the preparation of those reports requires management to make a number of estimates and assumptions relating to the reported amounts. Due to the inherent nature and uncertainty of those estimates, actual results could differ, and the differences could be material. As of June 30, 2018, the Agency has recognized all statutorily required contributions to the plan. Unless additional assessments are imposed by the NHRS Board due to insolvency or some other circumstances, all future obligations to the plan will become due as a percentage of qualifying wages as they are paid by the Agency. At this time, management understands that that the NHRS foresees no likelihood of additional assessment beyond normal contribution rates, which are established every two years by a statutorily-governed rate-setting process. All future obligations of the Agency to the NHRS

North Country EDUCATION SERVICES

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FY 2018 – 2019

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Superintendent Designee SAU 9
Director of Special Services SAU 9
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447-8368, Fax: (603) 447-8497
p_stimpson@sau9.org

SAU 23 – Vacant/In-Active

Sean Patrick O'Brien

~STUDENT-FOCUSED EDUCATOR, FACILITATOR & Director~

"Sean has used experiential education & recreation as a vehicle to empower the students he works with to lead and promote the benefits of a healthy lifestyle."

-Wendy Hamill, Guidance Director Lin-Wood Public School

INTRODUCTION

Dynamic and passionate professional who has a proven and accomplished record working with students of all ages; over twenty successful years utilizing his knowledge and skills to meet the unique needs of the community from a wide range of backgrounds. Has introduced a number of Innovative programs, clubs and intramural sports based on needs assessments such as Project D.J. "For Youth By Youth," Youth Leadership Through Adventure an adventure approach to teaching service learning and leadership skills, Outing club intramural tennis, golf and basketball.

EDUCATION & CERTIFICATIONS

1996–2001 Plymouth State College — Plymouth, NH
Bachelor of Science, Physical Education
Option: Recreation Leadership
Minor: Health

PROFESSIONAL EXPERIENCE

Profile Middle High School — **2013-Present**
Project SUCCESS Counselor
Implementing the Evidence Based Intervention Project SUCCESS at Profile Public School with fidelity.

A.D.A.P.T. Inc. - Lincoln, NH — **1999-Present**
Project SUCCESS Counselor/Executive Director
Determining the mission and purpose of the organization. Leading and inspiring all aspects of the organization including planning, administering needs assessments, budgeting, programming, financial reporting, payroll, resource management, human resources, fundraising, grant writing, social enterprise, public relations, special events and the training and supervision of staff. Implementing the Evidence Based Intervention Project SUCCESS at Lin-Wood Public School with fidelity. Supporting the mission of the organization and creating sustainable model programs.

North Country Health Consortium - Littleton, NH
2010-Present
Regional Coordinator North Country Prevention Youth Council and Project SUCCESS

Facilitation and planning of bi-weekly meetings for student leaders from nine North Country High Schools focused on the welfare of their peers as wells their respective communities. Planning, organizing and facilitation of an annual middle and high school youth leadership conference focused on prevention and improving school climate.

Middle School Boys Basketball Coach Lin-Wood Public School Lincoln, NH — **2010-2014**

Getting to Outcomes Plus
Community based Prevention using simple, low cost, evidence-based kernels and behavior vaccines
Implementing Culturally Competent Prevention Programs

Masters Level Courses taken:
Project Venture Training (Certified Trainer)
Achieving Fitness: An Adventure Approach
Adventure Approach to Teaching health and Wellness
Experiential Education Approach to bullying & Conflict Resolution
Debriefing & Processing Tools
Adventure with Youth At-Risk
Youth Leadership Institute (Certified Trainer)
Engaging Activities for Social and Emotional Learning

Lynn Marie Tilden

EDUCATION

Bachelors of Science, Health Science

Keene State College, Keene NH

Major: Health Science Specialization in Behavior

Minor: Psychology

QUALIFICATIONS:

- Suicide Prevention Certification
  - Keene State College, Keene NH
- Lifeguard CPR AED & First Aid Certified
  - American Red Cross May 2015-May 2017
- Water Safety
  - DCYF/ Child Development Bureau
- Project Success Training
  - Student Assistance Services Corporation
- Ethics In Prevention
  - SAMHSA's Center for the Application of Prevention Technologies
- GAIN's Screening Training
  - Chestnut Health Systems

WORK EXPERIENCE:

Kennett High School

Student Assistant Provider [February 2016- Present]

- Promotes Drug and Alcohol Prevention
- Works with High School students
- Advisor for High school Chem. free Outting club
- Part of the Wellness Community Committee
- Plans workshops and activities for different school climate projects
- Responsible for teaching Project Success program

Lisbon Regional School

Student Assistant Provider [Fall 2015- Present]

- Promotes Drug and Alcohol Prevention
- Works with Middle and High School students
- Advisor for both Middle and High school Chem. free club
- Plans workshops and activities for different school climate projects
- Responsible for teaching Project Success program

Adapt Adventure Summer Camp

Lead Counselor [Summer 2011-2013]

Adventure Program Director [Summer 2014- Present]

- Responsible for developing and promoting the summer program
- Accountable for scheduling and booking field trips
- Held responsible for finances
- Organizes newsletters to parents
- facilitating and encouraging healthy behaviors
- holds leadership role with staff and students

DRUG PREVENTION EXPERIENCE

- **Wilderness Youth Leadership Development**
  - Co-facilitating different backpacking trips throughout NH with high school students
  - Co-facilitating activities such as rock climbing, white water rafting, and zip-lining

- **Youth Leadership Through Adventure**
  - Co-facilitating different school climate workshops
  - Facilitating different activities based around leadership, communication, team building and goal setting
  - The advisor at two schools for Youth Leadership Through Adventure

- **High School Leadership Conference**
  - Organizing and developing a schedule for the conference
  - Implementing different leadership workshops
  - Managing over 100 students throughout the course of a week-end
  - Applying the fitted youth leaders to co-facilitate the conference

- **Leadership Club Middle and High School**
  - Designed and implemented a guide to hold a chem. free leadership club
  - Applied fitted youth leaders to facilitate the group
  - Provided youth leaders with workshops and activities to help school climate
  - Successfully ran school climate workshops

INTERPERSONAL SKILLS

- Youthful yet mature, willing to learn and grow, passionate about achieving a challenging position that allows meaningful contributions to the program
- Persistent and driven; acquiring BS degree while working two to three jobs at a time
- Skills in computers; MS Office, internet, social marketing and social media
- Outstanding leadership, time management, interpersonal, planning, and communication abilities. Great people and sales skills.

CLUBS & ORGANIZATIONS

- Phi Sigma Sigma Fraternity
  - Phi Sigma Sigma is a Fraternity at Keene State that constantly employs opportunities for young ladies to give back to the local and national community by holding different fundraisers for the Phi Sigma Sigma Foundation. The foundation then helps school and college readiness to different schools and students through scholarships and educational grants. The Fraternity's core values are lifelong learning, and leadership through service.
  - www.phisigmasigma.org

- National Panhellenic Conference
  - Promotes values and ethics in women's fraternities and encourages all members to be active and responsible leaders in their respective communities. At Keene State the National Panhellenic holds all sororities and fraternities responsible for their actions and promotes healthy living throughout the Greek community.

LEADERSHIP

- Co-Executive Director, Students for St. Jude
  - Planned and directed bi-weekly meetings
  - Developed a constitution for the Students for St. Jude Club
  - Organized an overnight event for the Student body
  - Raising 25,000$ for St. Jude
- Membership Recruitment Chair, Phi Sigma Sigma
  - Organizing different functions to promote the sorority
  - Facilitating different activities to enlarge members moral
  - Holding workshops to promote leadership and team building within the organization
  - Developing flyers for the sorority

REFERENCECES

- Sean O'Brien [Executive Director of Adapt]
  - 1(603) 236-9227

Charles Little Steen, Jr., M.S.

EDUCATION

Delta State University, *Cleveland, MS* 05/2013
M.S., Sport & Human Performance; Sports Management Concentration

Delta State University, *Cleveland, MS* 05/2011
B.S., Health, P.E., & Recreation; Recreation Leadership Concentration

RECREATION EXPERIENCE

CENTERS, LLC., Marshall University Recreation Center, *Huntington, WV* 01/2016 - Present
Assistant Director, Adventure Recreation and Youth Programs

- Forecast and manage an annual budget of approx. $105K for the combined program areas;
- Responsible for coordination and facilitation of all outdoor trips, teambuilding sessions, youth programs, and babysitting services;
- Responsible for coordination and facilitation of all program-related related special events;
- Oversee the creation and implementation of program marketing materials;
- Oversee and manage the indoor climbing wall, outdoor equipment rental center, and babysitting center;
- Recruit, hire, train, and develop all staff for each program area;
- Supervise the Coordinator of Competitive Sports and Youth Programs (1.0 FTE);
- Recruit, hire, train, and develop the Graduate Assistant for Competitive Sports and Youth Programs;
- Prepare monthly, quarterly, and annual financial and usage reports for each program area;
- Collaborate with other campus departments and community groups to offer outdoor recreation and youth programming;
- Coordinate and instruct program-specific university PEL courses per academic semester;
- Recruit, hire, train, and lead instructors for the program-specific university PEL courses;
- Oversee all program-specific capital projects;
- Oversee all program-specific project proposals;
- Create and implement program-specific training and sales materials to member services staff;
- Strategically plan and conduct assessments to measure the success of each program area;
- Ensure staff compliance with all policies, procedures, and required certifications;
- Oversee the department van and all van-related logistics;
- Serve on (4) department committees including programming, training and development, risk management, and social; and
- Serve as chair of the department's social committee.

Coordinator, Adventure Recreation 10/2013 - 01/2016

- Forecasted and managed an annual program budget of approx. $60K;
- Recruited, trained, and developed all adventure recreation program staff;
- Oversaw the creation and implementation of program marketing materials;
- Oversaw coordination and facilitation of all outdoor trips and teambuilding activities;
- Oversaw coordination and facilitation of all program-specific special events;
- Oversaw and managed the indoor climbing wall and outdoor equipment rental center;
- Coordinated and instructed (2) 200-level university courses per academic semester;
- Recruited, trained, and developed instructors for the (2) 200-level university courses;
- Prepared monthly, quarterly, and annual financial and usage reports for the program;

- Collaborated with other campus departments and community groups to offer outdoor recreation programming to diverse user groups;
- Ensured staff compliance with all policies, procedures, and required certifications;
- Created and implemented program-specific training and sales materials to member services staff;
- Served on (4) department committees including programming, training and development, risk management, and social; and
- Served as chair of the department's social committee.

Delta State University, HPER Department, *Cleveland, MS* 08/2011 - 05/2013

Graduate Assistant, Dave Heflin Outdoor Program

- Acted as an assistant trip leader for outdoor trips;
- Assisted with maintenance for all outdoor equipment;
- Cleaned, packed, and organized necessary equipment prior to and after all trips;
- Co-facilitated pre-trip meetings, as needed; and
- Worked in an Associate Director capacity for the DSU O.K.R.A. Kids Summer Camp.

Graduate Assistant, Facilities & Operations

- Recruited, trained, and led all facilities and operations student staff;
- Assisted in oversight and management of all facilities including fitness center and multi-use gymnasium;
- Assisted with maintenance and custodial for all fitness equipment; and
- Assisted with coordination and facilitation of all department special events.

TEACHING EXPERIENCE

Marshall University

- PEL Special Topic: Principles of Hiking (Fall 2017)
- PEL Special Topic: Principles of Disc Golf (Summer 2017)
- PEL 281: Intro to Rock Climbing (Spring 2013 - Spring 2017)
- PEL 280: Intro to Kayaking (Spring 2013, Spring 2016)
- PLS 350: Adventure Education Leadership (Fall 2015, Fall 2017 - *Guest Lecturer*)

Huntington, WV Community

- Huntington Area Hiking Club: Water Treatment Workshop (August 2015)
- Huntington Area Hiking Club: Cold Weather Camping (November 2015)

Cleveland, MS Community

- Saturdays in the Park: Disc Golf Workshop (April 2011)

NOTABLE SPECIAL EVENTS/PROGRAMS

Marshall University

- **Creator & Program Coordinator**, *Ninja Fit* 08/2017
  Ninja Fit is collaborative program and facility space between the Marshall Recreation Center's adventure recreation and fitness programs that focuses on ninja warrior training.

- **Creator & Program Coordinator**, *Adventures in the Wild* 06/2017
  The Adventures in the Wild program is an alumni-funded adventure education program.

- **University Liaison & Co-Producer,** *Banff Mountain Film Festival* 04/2017
  A collaborative effort between the Marshall Recreation Center and the Marshall Artist Series to bring a BMFF tour stop to Huntington, WV.

Delta State University

- **Coordinator,** *Wilderness First Aid (WFA) Course* 04/2013
  The wilderness first aid course was offered through SOLO Wilderness Medicine.

STUDENT GROUP ADVISEMENT

Marshall University

- **Advisor,** *Marshall University Ascenders Club* 12/2016-Present
  The MU Ascenders Club is the only student-led climbing club at Marshall University.

- **Advisor,** *Student Recreation Council* 12/2016-Present
  The Student Recreation Council is the only student-led organization at Marshall University that focuses on student professionalism in the field of campus recreation.

- **Advisor,** *Marshall University Ski Club* 08/2017 Present
  The Marshall University Ski Club is the only student-led skiing club at Marshall University.

- **Advisor,** *Marshall University Disc Golf Club* 08/2017 -Present
  The Marshall University Disc Golf is the only student-led disc golf club at Marshall University.

PROFESSIONAL DEVELOPMENT

Memberships

- American Camp Association (ACA)
- American Mountain Guide Association (AMGA)
- Association of Outdoor Recreation and Education (AORE)
- Leave No Trace (LNT)
- National Intramural Recreational-Sports Association (NIRSA)

Certifications & Trainings

- Wilderness First Responder, *SOLO* (2020)
- Professional Rescuer First Aid, CPR, & AED Instructor, *American Red Cross* (2019)
- Professional Rescuer First Aid, CPR, & AED, *American Red Cross* (2019)
- American Camp Association Camp Director Orientation
- Leave No Trace Trainer, *LNT*
- Leave No Trace Awareness Course, *LNT*

Conference Attendance

- 2017 NIRSA West Virginia State Workshop (Huntington, WV)
- 2016 Appalachian Aerial Symposium (Morgantown, WV)
- 2016 NIRSA Ohio State Workshop (Cleveland, OH)
- 2016 NIRSA West Virginia State Workshop (Morgantown, WV)
- 2016 NIRSA Region II AL/MS Workshop (Birmingham, AL)
- 2015 AORE National Conference (Atlanta, GA)
- 2014 NIRSA Region II Conference (Richmond, VA)
- 2013 NIRSA Region II AL/MS Workshop (Oxford, MS)

- 2011 NIRSA National Conference (New Orleans, LA)
- 2011 NIRSA Region II AL/MS Workshop (Gautier, MS)

PUBLICATIONS & PRESENTATIONS

- *Leave No Trace (LNT) Awareness Workshop*, Dick Jackson's Adventure's in the Wild, Fayetteville, WV (2017)
- *Leave No Trace (LNT) Awareness Workshop*, NIRSA West Virginia State Workshop, Huntington, WV (2017)
- *Unlocking Success: The Importance of Team Building*, Chamber of Commerce Lunch & Learn Series, Huntington, WV (2015)
- *From Classroom to Coordinator: Navigating A Career in Outdoor Education*, Delta State HPER Lecture Series, Cleveland, MS (2015)
- *Mountain Biking In Mississippi & Beyond: Using Technology To Motivate Riders*, NIRSA Region II AL/MS Workshop, Oxford, MS (2013)

ADVENTURE RECREATION SKILLS & EXPERIENCE

- Backpacking – 6 Years
- Canoeing (River: Class I-II) – 8 Years
- Kayaking (River: Class I-II) – 8 years
- Mountain Biking – 7 Years
- Rock Climbing (Single Pitch) – 8 Years
- Skiing (Alpine) – 3 Years

COMPUTER & MEDIA SKILLS

- Adobe Creative Suite
- Banner Extraction & Reporting Tool (BERT)
- Blackboard e-Education Platform
- Digital Filmmaking and Photography
- Mac OS and Windows OS
- Microsoft Office Suite
- NG Spectrum (CSI)

PROFESSIONAL REFERENCES

Heather Smith, *Senior Assistant Director*
Department of Campus Recreation
CENTERS, LLC. at Marshall University
304-360-3996, heatherforhealth79@gmail.com

Doug Pinkerton, *Director of Recreation, Fitness & Wellness*
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Todd Davis, M.Ed., *Director of Outdoor Recreation*
Division of Health, Physical Education, and Recreation
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662-846-4570, tdavis@deltastate.edu

KEY PERSONNEL
NORTH COUNTRY EDUCATION SERVICES
STUDENT ASSISTANCE PROGRAM

NAME	JOB TITLE	SALARY	% PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
CHAD STEEN	STUDENT ASSISTANCE COORDINATOR-LINWOOD PUBLIC SCHOOL	$ 40,000	56.25%	$ 22,500
LYNN TILDEN	STUDENT ASSISTANCE COORDINATOR-THORNTON CENTRAL SCHOOL/SUMMER ADVENTURE PROGRAM	$ 40,000	62.50%	$ 25,000
SEAN O'BRIEN	ADAPT EXECUTIVE DIRECTOR/SAP SUPERVISOR	$ 77,500	29.04%	$ 22,500

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

August 21, 2018

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, Bureau of Drug and Alcohol Services, to enter into **sole source** agreements with vendors listed in the table below to provide Student Assistance Program services in an amount not to exceed $902,289 effective upon Governor and Executive Council approval through June 30, 2019. 98.63% Federal Funds, 1.37% General Funds.

Vendor	Vendor Number	Location	Amount
Conway School District – SAU #9	159846-B001	North Conway	$70,000
Milton School District – SAU #64	156682-B001	Milton	$50,000
North Country Education Services	154707-B001	Gorham	$100,000
North Country Health Consortium, Inc.	158557-B001	Littleton	$300,000
Portsmouth School District – SAU #52	177463-B006	Portsmouth	$70,000
Rochester School District – SAU #54	177467-B004	Rochester	$100,000
Sanborn Regional School District – SAU #17	154453-B001	Kingston	$37,500
Seacoast Youth Services	203944-B001	Seabrook	$70,000
Second Start	177224-B002	Concord	$104,789
		Total:	**$902,289**

Funds are available in the following accounts for SFY 2019.

05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVS, PREVENTION SVS

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	92057502	$440,000
			Subtotal:	*$440,000*

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVS, PFS2 GRANT

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	92052407	$462,289
			Subtotal:	$462,289
			Total Contract:	**$902,289**

EXPLANATION

This request is **sole source** because the vendors have effectively operated the student assistance program for a period of two (2) to five (5) years. Research demonstrates that substance misuse prevention education is most successful when the program is delivered in a consistent manner over a course of five (5) plus years to impact each cohort of grades. Additionally, to meet the federal evaluation requirements, the New Hampshire Bureau of Drug and Alcohol Services must demonstrate sustained outcomes throughout the grant periods.

This request represents nine (9) of twelve (12) contracts to provide Student Assistance Program Services. The Department anticipates awarding the remaining three (3) contracts at the next available Governor and Executive Council meeting, upon receipt of the fully executed contract documents.

The purpose of this request is to address underage drinking and prescription drug misuse and abuse in high need populations through the administration of a Student Assistance Program. The Student Assistance Program leverages the State's existing prevention system, resources and capacities to effect change in priority substance abuse areas among high need populations in the communities where those populations reside.

The vendors will implement Student Assistance Programming (SAP) using the evidenced based Project Success in twenty (20) high schools, twenty-three (23) middle schools and one (1) community college in an effort to serve 18,837 New Hampshire youth in order to prevent and reduce underage drinking, high risk drinking and the use of non-medical prescription drugs including opioids and illicit opioid drug use.

The vendors will conduct alcohol and other drug screenings, individual support sessions, group support sessions, and referrals to drug and alcohol treatment providers when indicated by the screening. Additionally, the vendors will provide students and parents with targeted drug and alcohol education to improve understanding of risks associated with prescription drug and underage alcohol use as well as the developmental milestones and brain development of adolescents. The scope of work in these agreements require the vendors to incorporate community level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

Student Assistance Programs work collaboratively with the Department and the NH Center for Excellence to improve the quality of services to students as well as to collect data to make data driven decisions on school-based prevention programming. Based on the Youth Risk Behavior Surveillance Survey trend data from 2013 to 2017 results for the schools indicate statistically significant changes in the following:

- Increase in students' perception of risk for the use of alcohol and non-medical prescription drugs,
- Increase in students' reporting parent and peer disapproval for the use of alcohol and non-medical prescription drugs, and

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

- There will be an increase in the percentage of students who report a high risk of harm for using substances (alcohol, marijuana, non-medical prescription drugs, heroin) on the Youth Risk Surveillance Survey (YRBS).
- There will be an increase in the percentage of students who report their parents/caregivers and peer would disapprove if they used substances on the YRBS.
- There will be a decrease in the percentage of students who report they used substances in the past 30 days on the YRBS.
- Decrease in students' reporting past 30 day use of alcohol and non-medical prescription drugs.

As referenced in the Exhibit C-1 of these agreements, the Department reserves the right to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, 18,837 students, statewide, may not receive the support and substance misuse prevention education that may be needed during critical adolescent development years. Lack of these support services could result in: higher prevalence rates of underage drinking and drug use, misuse and abuse of prescription medication, and an escalation in adverse childhood experiences such as a trauma related to parental/caregiver substance abuse.

Area served: Statewide.

Source of Funds: 98.63% Federal Funds from Department of Health & Human Services (DHHS), Substance Abuse & Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, DHHS, SAMHSA, Center for Substance Abuse Prevention, and 1.37% General Funds.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Student Assistance Program Contracts

FISCAL DETAILS

05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SVS 97% Federal Funds 3% General Funds

Conway (Kennett) School District SAU #9, Vendor # 159846-B001

State Fiscal Yea	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$70,000
			Sub Total:	$70,000

Milton School District SAU #64, Vendor # 156682-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$50,000
			Sub Total:	$50,000

Newport School District SAU #43, Vendor #159924-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$0
			Sub Total:	$0

North Country Health Consortium, Vendor #158557-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$100,000
			Sub Total:	$100,000

Portsmouth School District SAU #52, Vendor # 177463-B006

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$70,000
			Sub Total:	$70,000

Sanborn Regional District SAU #17, Vendor # 154453-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$37,500
			Sub Total:	$37,500

Seacoast Youth Services, Vendor #203944-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$70,000
			Sub Total:	$70,000

Second Start

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$42,500
			Sub Total:	$42,500
			Prevention Sub Total:	$440,000

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, PFS2 GRANT 100% Federal Funds

Claremont School District SAU #6, Vendor # 177374-B005

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$0
			Sub Total:	$0

Manchester School District SAU #37, Vendor # 177323-B003

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$0
			Sub Total:	$0

North Country Education Services, Vendor # 154707-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$100,000
			Sub Total:	$100,000

North Country Health Consortium, Vendor # 158557-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$200,000
			Sub Total:	$200,000

Rochester School District SAU #54, Vendor # 177463-B006

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$100,000
			Sub Total:	$100,000

Second Start, Vendor #177224-B002

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$62,289
			Sub Total:	$62,289
			PFS2 Sub Total:	$462,289
			Total Contract Amount:	**$902,289**

Subject: Student Assistance Program (SS-2019-BDAS-02-STUDE-06)

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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name North Country Education Services		1.4 Contractor Address 300 Gorham Hill Road Gorham, NH 03581	
1.5 Contractor Phone Number 603-446-5437	1.6 Account Number 05-95-92-920510-33950000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation $100,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Lori Langlois		1.12 Name and Title of Contractor Signatory Lori Langlois Executive Director	

1.13 Acknowledgement: State of NH, County of Coos

On 8/1/2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or ~~Justice of the Peace~~

Betty A Lemelin-Dube [Seal]

BETTY A. LEMELIN-DUBE, Notary Public
My Commission Expires October 21, 2020

1.13.2 Name and Title of Notary or ~~Justice of the Peace~~

Betty A Lemelin-Dube

1.14 State Agency Signature Date: 8/23/18	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 9/4/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 as indicated in block 1.18, 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 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials JP
Date 8/1/18

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials JJ
Date 8/1/18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials LF

Date 8/1/19

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Contractor shall provide Student Assistance Programming to address prevention of underage drinking among person aged 12 to 20, and prevention and reduction of high-risk drinking, prescription drug misuse including opioids and illicit opioid among persons aged 12 to 25 in the school district that have been identified as "high need, high risk" communities as follows: Lin-Wood Middle School, Lin-Wood High School, and Thornton Central School.

2. Scope of Work

2.1. The Contractor shall select and ensure an evidence-based screening tool, as approved by the Department, utilized to screen all students referred for services that must include an assessment of the individual, family, substance use issues, and if a referral to treatment is appropriate.

2.1.1. The Contractor shall submit the evidence based screening tool to be used to the Department within thirty (30) days of the contract effective date.

2.2. The Contractor shall ensure students are referred to appropriate school-based service or community providers as indicated by the individual screening results.

2.3. The Contractor shall collaborate with the schools to maintain and/or develop a protocol for referrals to the appropriate provider.

2.4. The Contractor shall conduct Individual Support Sessions for the purpose of crisis intervention and to determine a student's motivation to participate in Project Success groups. Project Success groups are defined as:

2.4.1. Endorsed by the Substance Abuse and Mental Health Services Administration as Evidenced-Based prevention program.

2.4.2. Implemented by specially trained student assistance counselors whom are located in schools 2-5 days a week.

2.4.3. Research-based program that use interventions effective in reducing risk factors and enhancing protective factors.

2.5. The Contractor shall conduct Individual sessions as needed to assist students with the following, but not limited to:

2.5.1. Identifying and resisting social and situational pressures to use substances.

2.5.2. Correcting misperceptions about the prevalence and acceptability of substance use.

2.5.3. Focusing on the personal consequences of substance use.

2.5.4. Teaching and providing opportunities to practice resistance and coping skills.

2.5.5. Identifying barriers to using the newly developed skills or adopting healthy attitudes.

2.6. The Contractor shall conduct group sessions that are modeled after Project Success including, but not limited to:

2.6.1. Newcomers Group.

2.6.2. Children of Substance Abusing Parents Group

2.6.3. Seniors Group

2.6.4. Alcohol and other Drug Assessment Education Group.

2.6.5. Sibling Group.

2.6.6. Non-Users Group.

2.6.7. Parents, Peers, and Partying Group.

2.6.8. Users Group.

2.6.9. Users/Children of Substance Abusing Parents Group.

2.6.10. Recovery Group.

2.7. The Contractor shall conduct Group Support Sessions. During the first session of each group, confidentiality and boundaries shall be addressed and clarified to ensure students are provided with confidentiality guidelines. Group Sessions shall include, but is not limited to:

2.7.1. Assisting students in an effort to identify and resist social and situational pressures to use substances, correct misperceptions about the prevalence and acceptability of substance use.

2.7.2. Assisting students to focus on the personal consequences of use.

2.7.3. Teaching and provide opportunities to practice resistance and coping skills.

2.7.4. Identifying barriers to using the skills or adopting healthy attitudes.

2.8. The Contractor shall provide parent education about the non-medical misuse of prescription drugs and underage drinking and binge drinking. Topics shall include developmental information including, but not limited to:

2.8.1. How the use of substances such as alcohol or other drugs affect the adolescent brain.

2.8.2. Youth access to substances.

2.8.3. How perception of parental disapproval impacts use.

2.9. The Contractor shall enhance parent education services via the current parent education services being offered at the school and local levels.

2.10. The Contractor shall provide prevention education services during transitional years (i.e. 7th and 9th grades) which topics shall include, but are not limited to:

2.10.1. Being an adolescent.

2.10.2. Alcohol, tobacco and other drug information.

2.10.3. Family dynamics and pressures.

2.10.4. Skills for coping with stress and life pressure.

2.11. The Contractor shall conduct a minimum of three (3) school and/or community centered environmental strategies each year of funding. The Contractor may utilize existing groups and programs to enhance and meet this requirement.

2.12. The Contractor shall enhance services through the utilization of marketing and media tools. The Contractor shall complete this work in conjunction with work being done at the state level and the local level with community partners such as the Regional Public Health Network, Drug-Free Coalitions, and other local organizations. The Contractor may utilize existing groups to enhance and meet this requirement.

2.13. The Contractor shall participate in evaluation efforts conducted by the Department in order to use data to drive continuous quality improvement.

2.14. The Contractor shall administer the 2019 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2019 and administer a whole school survey with students in grades 9 through 12 developed by the Department in the Spring of 2020.

2.15. The Contractor shall administer a Department approved survey in the Spring of 2019 and the Spring of 2020 to 7th and 8th grades in middle schools that do not conduct the middle school Youth Risk Behavior Survey in their contracted service areas.

2.16. The Contractor shall conduct an assessment by comparing current school policies related to the use of alcohol and other drugs against the Model School Policy that was developed by the Governor's commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment by end of year one.

2.16.1. The Contractor shall implement best practices in the school's policies related to the use of alcohol and other drugs according to the Model School Policy in Section 2.16 above by end of year two.

2.17. The Contractor shall participate in all required meetings and trainings which shall include, but are not limited to:

2.17.1. Student Assistance Program Community of Practice.

2.17.2. Learning Collaborative Meetings.

2.17.3. Mandatory trainings.

2.18. The Contractor shall provide one full-time equivalent staff person to every one-thousand (1,000) students.

2.18.1. This position may be pro-rated for schools that serve less than 1,000 students.

2.18.2. If the school contains less than 1,000 students the Contractor shall ensure the staff person is available a minimum of two (2) days per week and shall not serve more than two buildings or campuses.

2.19. The Contractor shall provide one (1) Student Assistance counselor who shall obtain Certified Prevention Specialist (CPS) status within one (1) year of hire.

2.19.1. The Contractor shall submit a plan to the Department if this is not achieved.

2.20. The Contractor shall allow a Department approved team to conduct quarterly site reviews. The team shall include, but is not limited to:

2.20.1. Student Assistance Counselor(s).

2.20.2. Contractor or designee.

2.20.3. Department.

2.20.4. Representative of the New Hampshire Center for Excellence, if appropriate.

2.20.5. The site visit shall include, but are not limited to:

2.20.5.1. Review of the Contractor's systems of governance.

2.20.5.2. Administration.

2.20.5.3. Data collection and submission.

2.20.5.4. Policies for ensuring student confidentiality.

2.20.5.5. Financial management in order to assure systems are adequate to provide the contracted services.

2.20.6. The Contractor shall make corrective actions as advised by the review team in contracted services are not found in accordance with this contract.

3. Staffing

3.1. The Contractor shall provide one (1) Student Assistance counselor who shall obtain Certified Prevention Specialist (CPS) status within one (1) year of hire.

3.1.1. The Contractor shall submit a plan to the Department if this is not achieved.

4. Reporting

4.1. The Contractor shall communicate and submit required records via e-mail.

4.2. The Contractor shall enter and complete monthly data reporting in the New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the month.

4.3. The Contractor shall submit monthly expenditure reports by the twentieth (20th) business day following the month for reimbursement of costs for contracted services in the previous month.

4.4. The Contractor shall cooperate with, and answer all questions of, representatives of the Department conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities.

4.5. The Contractor shall provide any periodic or specialty reports as requested by the Department.

5. Performance Measures

5.1. Participants will report a decrease in past 30 day use of alcohol and non-medical prescription drugs including opioids and illicit opioids.

5.2. Participants will report a decrease in past 30 day binge drinking

5.3. Participants will report an increase in parental and peer disapproval of alcohol and non-medical prescription drug misuse.

5.4. Participants will report an increase in a perception of risk/harm of use of alcohol and non-medical prescription drug misuse.

5.5. Participants will report an increase in family communication around alcohol and drug misuse.

6. Deliverables

6.1. The Contractor shall administer the 2019 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2019 and administer a whole school survey with students in grades 9 through 12 developed by the Department in the Spring of 2020.

6.2. The Contractor shall administer a Department approved survey in the Spring of 2019 and the Spring of 2020 to 7th and 8th grades in middle schools that do not conduct the middle school Youth Risk Behavior Survey in their contracted service areas.

6.3. The Contractor shall provide the results of the assessment in Section 2.16 above to the Department in an electronic format within thirty (30) days after the end of year one.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor $48.00 per hour in an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with funds from the:

   2.1 Catalog of Federal Domestic Assistance (CFDA) #93.243, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Partnership for Success 2015.

   2.2 The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

3. Payment for services shall be on a cost reimbursement basis of the hourly rate in Section 1 above, all-inclusive of both actual hours worked and other applicable expenses with operating the program pursuant to the Scope of Services.

4. The Contractor shall be available to provide services identified in Exhibit A, Scope of Services, as needed.

5. Payment for services shall be processed as follows:

   5.1 The Contractor shall submit monthly invoices for reimbursement of actual hours worked during the month, for a total of twelve (12) invoices per year. The invoice shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

   5.2 Invoices described in Exhibit B, Method and Condition Precedent to Payment, Section 5.1 and reports identified in Exhibit A, Scope of Services must be submitted to:

   Attn: Financial Manager
   NH Department of Health and Human Services
   Bureau of Drug and Alcohol Services
   129 Pleasant St.
   Concord, NH 03301-3857

6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

10. The Contractor agrees to keep records of their activities related to Department programs and services.

11. The Contractor agrees not to use the funding in this Agreement to replace funding for a program already funded from another source.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

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

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

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

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Renewal:
   The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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

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.

Contractor Name:

8/1/18
Date

Name: Lori Langlois
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 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.

Contractor Name:

8/1/18
Date

Name: Lori Langlois
Title: Executive Director

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

Contractor Initials JJ
Date 8/1/18

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:

8/1/18
Date

Name: Lori Langlois
Title: Executive Director

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.

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:

8/1/18
Date

Lori Langlois
Name: Lori Langlois
Title: Executive Director

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:

8/1/18
Date

Lori Langlois
Name: Lori Langlois
Title: Executive Director

HEALTH INSURANCE PORTABILITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

Contractor Initials LJ

Date 8/1/18

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.

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	North Country Education Services
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Lori Langlois
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
8/23/18	8/1/18
Date	Date

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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

8/1/18
Date

Name: Lor. Langlois
Title: Executive Director

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 DUNS number for your entity is: 073973133

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: _____

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

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

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

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

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

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

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

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

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Student Assistance Program

This 1st Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #1") dated this 10th day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Country Health Consortium, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 262 Cottage Street, Suite 230, Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2018 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to renew the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3., the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, and increase the price limitation, and;

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $600,000.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Add Exhibit A, Scope of Services, Section 1.5., to read:

   1.5. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provide after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

1. Delete Exhibit B Method and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #1 Method and Conditions Precedent to Payment.

7. Add Exhibit B-1, Amendment #1.

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

5/30/19
Date

Name: Katja Fox
Title: Director

North Country Health Consortium, Inc.

5/15/19
Date

Name: [illegible]
Title: CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Grafton on 05-15-2019 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Tracy A. Page
Signature of Notary Public or ~~Justice of the Peace~~

Tracy A. Page
Name and Title of Notary or Justice of the Peace

My Commission Expires: 08-08-2023

TRACY A. PAGE
Notary Public - New Hampshire
My Commission Expires August 8, 2023

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

OFFICE OF THE ATTORNEY GENERAL

6/5/19
Date

Name: Lisa M. English
Title: Special Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

Name:
Title:

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with federal funds as follows: 100% Federal Funds from DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, NH Partnership for Success Initiative – PFS2, CFDA #93.243, Federal Award Identification Number SP020796.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   4.1. 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 item, as specified in Exhibit B-1, Amendment #1.
   4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to jill.burke@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Division of Drug and Alcohol Services
   129 Pleasant Street,
   Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B, Amendment #1.

9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Contractor name North Country Health Consortium, Inc.

Budget Request for: Student Assistance Program (SS-2019-BDAS-02-STUDE-07)

Budget Period: July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 65,641	$ 10,896	$ 76,537	$ 65,641	$ 10,896	$ 76,537
2. Employee Benefits	$ 13,128	$ 2,179	$ 15,307	$ 13,128	$ 2,179	$ 15,307
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 5,650	$ 938	$ 6,588	$ 5,650	$ 938	$ 6,588
6. Travel	$ 3,000	$ 498	$ 3,498	$ 3,000	$ 498	$ 3,498
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 400	$ 66	$ 466	$ 400	$ 66	$ 466
Postage	$ 290	$ 48	$ 338	$ 290	$ 48	$ 338
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 1,887	$ 314	$ 2,201	$ 1,887	$ 314	$ 2,201
Insurance	$ 750	$ 125	$ 875	$ 750	$ 125	$ 875
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -
9. Internet Access	$ 3,300	$ 548	$ 3,848	$ 3,300	$ 548	$ 3,848
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 169,354	$ -	$ 169,354	$ 169,354	$ -	$ 169,354
13. Other (specific details mandatory):	$ 18,000	$ 2,988	$ 20,988	$ 18,000	$ 2,988	$ 20,988
	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 281,400**	**$ 18,600**	**$ 300,000**	**$ 281,400**	**$ 18,600**	**$ 300,000**

Indirect As A Percent of Direct (excludes MOA - Federal approved rate 16.6% 6.6%

Contractor Initials MJ

Date 5/15/19

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY HEALTH CONSORTIUM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 05, 1998. 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: **301456**

Certificate Number: **0004524560**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of June A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Edward Shanshala, do hereby certify that:

1. I am a duly elected Officer of North Country Health Consortium.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 12, 2019.

   RESOLVED: *Whereas the North Country Health Consortium enters into contracts with the State of New Hampshire, acting through its Department of Health and Human Services.*

   RESOLVED: *Be it resolved that the Chief Executive Officer and/or Board President is hereby authorized on behalf of this corporation to enter into said contracts with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Nancy Frank is the Chief Executive Officer of the corporation.*

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 15th day of May, 2019.
4. Nancy Frank is the duly elected Chief Executive Officer of the Agency.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the North Country Health Consortium this 15th day of May, 2019.

Edward Shanshala, President

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

The forgoing instrument was acknowledged before me this 15th day of May, 2019, by Edward Shanshala.

Notary Public/~~Justice of the Peace~~
My Commission Expires: 08-08-2023

TRACY A. PAGE
Notary Public - New Hampshire
My Commission Expires August 8, 2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/14/2019

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

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

PRODUCER
Geo M Stevens & Son Co
149 Main Street
Lancaster NH 03584

CONTACT NAME: Patricia Fecteau
PHONE (A/C, No, Ext): (603) 788-2555 **FAX (A/C, No):** (603) 788-3901
E-MAIL ADDRESS: pfecteau@gms-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Co	
INSURER B: United Financial Casualty Co.	11770
INSURER C: Eastern Alliance Insurance Company	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
North Country Health Consortium Inc
262 Cottage Street, Suite 230
Littleton NH 03561

COVERAGES **CERTIFICATE NUMBER:** CL194910783 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO JECT [ ] LOC [ ] OTHER:			PHPK1923978	01/01/2019	01/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			00263832-0	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB659960	01/01/2019	01/01/2020	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		01-0000114697-01	01/01/2019	01/01/2020	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

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

Health Consortium
NH Workers Compensation--excluded officers are Scott Colby. Edward Shanshala II. Nancy Bishop

CERTIFICATE HOLDER

Bureau of Drug & Alcohol Services
NH Dept Health/Human Services
105 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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NORTH COUNTRY HEALTH CONSORTIUM

North Country Health Consortium Mission Statement:

"To lead innovative collaboration to improve the health status of the region."

The North Country Health Consortium (NCHC) is a non-profit 501(c)3 rural health network, created in 1997, as a vehicle for addressing common issues through collaboration among health and human service providers serving Northern New Hampshire.

NCHC is engaged in activities for:

- Solving common problems and facilitating regional solutions
- Creating and facilitating services and programs to improve population health status
- Health professional training, continuing education and management services to encourage sustainability of the health care infrastructure
- Increasing capacity for local public health essential services
- Increasing access to health care for underserved and uninsured residents of Northern New Hampshire.

262 Cottage Street, Suite 230, Littleton, NH 03561
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A.M. PEISCH & COMPANY, LLP

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

CONSOLIDATED FINANCIAL STATEMENTS

SEPTEMBER 30, 2018 AND 2017

AMP

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A.M. PEISCH & COMPANY, LLP

CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of North Country Health Consortium, Inc. (a nonprofit organization) and Subsidiary, which comprise the consolidated statements of financial position as of September 30, 2018 and 2017, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of North Country Health Consortium, Inc. and Subsidiary as of September 30, 2018 and 2017, and the changes in its net assets, functional expenses, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 26, 2019 on our consideration of North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting and compliance.

St. Albans, Vermont
March 26, 2019
VT Reg. No. 92-0000102

A. M. Peisch & Company, LLP

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2018 AND 2017

	2018	2017
ASSETS		
Current assets		
Cash and cash equivalents	$ 687,847	$ 1,075,410
Accounts receivable, net		
Grants and contracts	966,962	548,391
Dental services	898	864
Certificates of deposit	126,065	125,540
Prepaid expenses	21,356	9,960
Restricted cash - IDN	1,987,216	1,021,388
Total current assets	3,790,344	2,781,553
Property and equipment:		
Computers and equipment	147,392	147,392
Dental equipment	32,808	32,808
Furnitures and fixtures	30,045	30,045
Vehicles	18,677	18,677
Accumulated depreciation	(170,735)	(137,253)
Property and equipment, net	58,187	91,669
Other assets		
Restricted cash - IDN	800,000	1,200,000
Total other assets	800,000	1,200,000
Total assets	$ 4,648,531	$ 4,073,222
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable	$ 396,039	$ 105,345
Accrued expenses	8,983	6,921
Accrued wages and related liabilities	265,717	154,454
Deferred revenue	1,854,420	1,185,265
Total current liabilities	2,525,159	1,451,985
Long-term liabilities		
Deferred revenue - Long term portion	800,000	1,200,000
Total long-term liabilities	800,000	1,200,000
Total liabilities	3,325,159	2,651,985
Net assets		
Unrestricted	1,323,372	1,421,237
Total net assets	1,323,372	1,421,237
Total liabilities and net assets	$ 4,648,531	$ 4,073,222

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2018 AND 2017

	2018	2017
Support:		
Grant and contract revenue	$ 5,017,825	$ 3,493,136
Revenue:		
Dental patient revenue	101,092	121,784
Fees for programs and services	1,455,860	100,602
Interest income	6,085	5,554
Other income	12,766	2,594
Total revenue	1,575,803	230,534
Total support and revenue	6,593,628	3,723,670
Program expenses:		
Workforce	3,263,756	2,011,463
Public health	198,719	165,268
Molar	219,335	279,213
CSAP	2,524,655	772,056
Total program expenses	6,206,465	3,228,000
Management and general	485,028	275,938
Total expenses	6,691,493	3,503,938
Gain (loss) on sale of property and equipment	-	(1,146)
Change in net assets	(97,865)	218,586
NET ASSETS, beginning of the year	1,421,237	1,202,651
NET ASSETS, end of the year	$ 1,323,372	$ 1,421,237

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Workforce	Public Health	Molar	CSAP	Total Program
Personnel:					
Salaries	$ 987,365	$ 115,572	$ 112,796	$ 1,480,317	$ 2,696,050
Payroll taxes and employee benefits	185,492	20,750	21,938	261,323	489,503
Subtotal	1,172,857	136,322	134,734	1,741,640	3,185,553
Site expenses					
Computer fees	16,218	1,186	3,392	18,846	39,642
Medical and pharmacy supplies, MOA	1,610,212	36,431	55,217	327,270	2,029,130
Office supplies	17,314	2,634	448	64,899	85,295
Food	-	-	-	58,405	58,405
Subtotal	1,643,744	40,251	59,057	469,420	2,212,472
General					
Bad debts	-	-	-	12,847	12,847
Depreciation	-	-	6,869	-	6,869
Dues and memberships	203,919	59	76	4,877	208,931
Education and training	2,108	-	140	1,050	3,298
Equipment and maintenance	22,299	-	544	3,787	26,630
Rent and occupancy	51,842	5,628	6,099	115,769	179,338
Insurance	5,364	972	1,173	7,156	14,665
Miscellaneous	-	-	219	7,732	7,951
Payroll processing fees	150	50	-	694	894
Postage	1,646	168	178	1,635	3,627
Printing	4,208	366	1,175	4,330	10,079
Professional fees	26,047	1,000	2,797	38,573	68,417
Training fees and supplies	53,602	914	1,000	20,548	76,064
Travel	47,224	2,806	1,475	54,798	106,303
Telephone	10,222	1,116	501	12,348	24,187
Vehicle expense	-	-	3,298	31	3,329
Event facility fees	18,524	9,067	-	27,420	55,011
Subtotal	447,155	22,146	25,544	313,595	808,440
Total expenses	$ 3,263,756	$ 198,719	$ 219,335	$ 2,524,655	$ 6,206,465

See accompanying notes

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	Workforce	Public Health	Molar	CSAP	Total Program
Personnel:					
Salaries	$ 902,285	$ 72,003	$ 141,659	$ 271,561	$ 1,387,508
Payroll taxes and employee benefits	158,395	12,821	26,335	46,652	244,203
Subtotal	1,060,680	84,824	167,994	318,213	1,631,711
Site expenses:					
Computer fees	17,098	1,570	5,135	4,920	28,723
Medical and pharmacy supplies, MOA	673,678	61,473	70,399	354,919	1,160,469
Office supplies	17,744	2,588	1,407	9,570	31,309
Subtotal	708,520	65,631	76,941	369,409	1,220,501
General:					
Depreciation	-	-	7,095	-	7,095
Dues and memberships	5,185	35	9	9,871	15,100
Education and training	4,635	150	1,514	1,730	8,029
Equipment and maintenance	270	-	468	-	738
Rent and occupancy	39,647	3,279	6,881	11,180	60,987
Insurance	5,712	944	1,601	1,609	9,866
Miscellaneous	-	-	-	-	-
Payroll processing fees	-	-	-	592	592
Postage	2,007	146	348	722	3,223
Printing	3,805	671	1,506	5,276	11,258
Professional fees	27,639	1,601	4,872	11,890	46,002
Training fees and supplies	84,505	667	407	9,694	95,273
Travel	48,119	3,885	3,585	27,635	83,224
Telephone	10,398	1,040	975	2,105	14,518
Vehicle expense	-	-	5,017	800	5,817
Event facility fees	10,341	2,395	-	1,330	14,066
Subtotal	242,263	14,813	34,278	84,434	375,788
Total expenses	$ 2,011,463	$ 165,268	$ 279,213	$ 772,056	$ 3,228,000

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2018 AND 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (97,865)	$ 218,586
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	33,482	30,209
(Gain)/loss on sale of property and equipment	-	1,146
(Increase) decrease in operating assets:		
Accounts receivable - Grants and contracts	(418,571)	(207,861)
Accounts receivable - Dental services	(34)	8,420
Prepaid expenses	(11,396)	25,366
Restricted cash - IDN	(565,828)	191,847
Increase (decrease) in operating liabilities:		
Accounts payable	290,694	42,240
Accrued expenses	2,062	(987)
Accrued wages and related liabilities	111,263	57,073
Deferred revenue	269,155	(194,604)
Net cash provided (used) by operating activities	(374,191)	171,435
CASH FLOWS FROM INVESTING ACTIVITIES		
Reinvestment of certificates of deposit interest	(525)	(520)
Purchases of property and equipment	-	(81,350)
Net cash used by investing activities	(525)	(81,870)
Net increase (decrease) in cash and cash equivalents	(374,716)	89,565
Beginning cash and cash equivalents	1,075,410	985,845
Ending cash and cash equivalents	$ 700,694	$ 1,075,410

See accompanying notes.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Nature of Activities and Summary of Significant Accounting Policies

Nature of activities

North Country Health Consortium, Inc. and Subsidiary (NCHC) (the Organization) is a not-for-profit health center chartered under the laws of the State of New Hampshire. The Organization's mission is to lead innovative collaboration to improve the health status of the region. NCHC is engaged in promoting and facilitating access to services and programs that improve the health status of the area population, provide health training and educational opportunities for healthcare purposes, and provide region-wide dental services for an underserved and uninsured residents.

Effective October 1, 2017, the Organization assumed the operations of Friendship House, an outpatient drug and alcohol treatment facility and program from Tri County Community Action Program.

The Organization's wholly owned subsidiary, North Country ACO (the ACO), is a non-profit 501(c)(3) charitable corporation formed in December 2011. This entity was formed as an accountable care organization (ACO) with its purpose to support the programs and activities of the ACO participants to improve the overall health of their respective populations and communities. A nominal cash balance remains and activities have ceased.

The Organization's primary programs are as follows:

Network and Workforce Activities – To provide workforce education programs and promote oral health initiatives for the Organization's dental services.

Public Health and CSAP – To conduct community substance abuse prevention activities, coordination of public health networks, and promote community emergency response plan.

Dental Services and Molar – To sustain a program offering oral health services for children and low income adults in northern New Hampshire.

Following is a summary of the significant accounting policies used in the preparation of these consolidated financial statements.

Basis of accounting

Basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The Organization uses the accrual basis of accounting. Under the accrual basis of accounting, revenues are recorded when susceptible to accrual, i.e., measurable and earned. Measurable refers to the ability to quantify in monetary terms the amount of the revenue and receivable. Expenses are recognized when they become liable for payment.

Principles of consolidation

The accompanying consolidated financial statements include the accounts of North Country Health Consortium, Inc. and its wholly owned subsidiary, North Country ACO. All inter-company transactions and balances have been eliminated in consolidation.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Use of estimates

In preparing the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentration of risk

The Organization's operations are affected by various risk factors, including credit risk and risk from geographic concentration and concentrations of funding sources. Management attempts to manage risk by obtaining and maintaining revenue funding from a variety of sources. A substantial portion of the Organization's activities are funded through grants and contracts with private, federal, and state agencies. As a result, the Organization may be vulnerable to the consequences of change in the availability of funding sources and economic policies at the agency level. The Organization generally does not require collateral to secure its receivables.

Revenue recognition

Below are the revenue recognition policies of the Organization:

Dental Patient Revenue
Dental services are recorded as revenue within the fiscal year related to the service period.

Grant and Contract Revenue
Grants and contracts are recorded as revenue in the period they are earned by satisfaction of grant or contract requirements.

Fees for Programs and Services
Fees for programs and services are recorded as revenue in the period the related services were performed.

Cash and cash equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

Restricted cash - IDN

Restricted cash – IDN consists of advanced funding received from The State of New Hampshire Department of Health and Human Services for the Integrated Delivery Network program (IDN). The original advance of funds of $2,000,000 is to be used to fund the Organization's cost of administering the IDN over a period of five years, beginning in fiscal year 2017. The remaining balance is to be distributed to participants.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

For the years ending September 30, 2018 and 2017, these amounts were restricted as follows:

	2018	2017
Administration fee to the Organization	$ 1,200,000	$ 1,600,000
Distributions to participants	1,587,216	621,388
	$ 2,787,216	$ 2,221,388

Accounts receivable

The Organization has receivable balances due from dental services provided to individuals and from grants and contracts received from federal, state, and private agencies. Management reviews the receivable balances for collectability and records an allowance for doubtful accounts based on historical information, estimated contractual adjustments, and current economic trends. Management considers the individual circumstances when determining the collectability of past due amounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to earnings and a credit to accounts receivable. Any collection fees or related costs are expensed in the year incurred. The Organization recorded an allowance for doubtful accounts for estimated contractual adjustments for dental service of $598 and $7,776 as of September 30, 2018 and 2017, respectively, and an allowance for doubtful accounts for grants and contracts of $12,847 and $0 as of September 30, 2018 and 2017, respectively. The Organization does not charge interest on its past due accounts, and collateral is generally not required.

Certificates of deposit

The Organization has three certificates of deposit that may be withdrawn without penalty with one financial institution. These certificates carry original terms of 12 months to 24 months, have interest rates ranging from .40% to .55%, and mature at various dates through February 2020.

Property and equipment

Property and equipment is stated at cost less accumulated depreciation. The Organization generally capitalizes property and equipment with an estimated useful life in excess of one year and installed costs over $2,500. Lesser amounts are generally expensed. Purchased property and equipment is capitalized at cost.

Property and equipment are depreciated using the straight-line method using the following ranges of estimated useful lives:

Computers and equipment	3-7 years
Dental equipment	5-7 years
Furniture and fixtures	5-7 years
Vehicles	5 years

Depreciation expense totaled $33,482 and $30,209 for the years ended September 30, 2018 and 2017, respectively.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Deferred revenue

Deferred revenue is related to advance payments on grants or advance billings relative to anticipated expenses or events in future periods. The revenue is realized when the expenses are incurred or as services are provided in the period earned.

Net assets

The Organization is required to report information regarding its financial position and activity according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets – consist of unrestricted amounts that are available for use in carrying out the mission of the Organization.

Temporarily restricted net assets – consist of those amounts that are donor restricted for a specific purpose. When a donor restriction expires, either by the passage of a stipulated time restriction or by the accomplishment of a specific purpose restriction, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization has elected, however, to show those restricted contributions whose restrictions are met in the same reporting period as they are received as unrestricted support. The Organization had no temporarily restricted net assets at September 30, 2018 and 2017.

Permanently restricted net assets – result from contributions from donors who place restrictions on the use of donated funds mandating that the original principal remain invested in perpetuity. The Organization had no permanently restricted net assets at September 30, 2018 and 2017.

Income taxes

The Organization and the ACO are exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not classified as private foundations. However, income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income. The Organization had no unrelated business income activity subject to taxation for the year ended September 30, 2018.

The Organization had adopted the provisions of FASB ASC 740-10. FASB ASC 740-10 prescribes a recognition threshold and measurement attributable for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. Based on management's evaluation, management has concluded that there were no significant uncertain tax positions requiring recognition in the financial statements at September 30, 2018.

Although the Organization is not currently the subject of a tax examination by the Internal Revenue Service or the State of New Hampshire, the Organization's tax years ended September 30, 2015 through September 30, 2018 are open to examination by the taxing authorities under the applicable statue of limitations.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Functional expenses

The costs of providing the various programs and activities have been summarized on a functional basis in the Statement of Activities. Expenses are charged to programs based on direct expenses incurred and certain costs, including salaries and fringe benefits, are allocated to the programs and supporting services based upon related utilization and benefit.

Implementation of new accounting pronouncements

Management is reviewing the following Accounting Standards Updates (ASU) issued by the Financial Accounting Standards Board, which are effective for future years, for possible implementation and to determine their effect on the Organization's financial reporting.

ASU No. 2015-14, *Revenue from Contracts with Customers*. This ASU includes new revenue measurement and recognition guidance, as well as required additional disclosures. The ASU is effective for annual reporting beginning after December 15, 2018, and interim reporting periods within annual reporting beginning after December 15, 2019. The effect of this ASU has not been quantified.

ASU No. 2016-02, *Leases (Topic 842)*. This ASU requires lessees to recognize the following for all leases (with the exception of short-term leases) at the commencement date; (1) a lease liability, which is the lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and (2) a right-of-use asset which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. For short-term leases (term of twelve months or less), a lessee is permitted to make an accounting policy election by class of underlying asset not to recognize lease assets and lease liabilities. If a lessee makes the election, it should recognize lease expense for such leases generally on a straight-line basis over the lease term. The ASU is effective for annual periods, and interim reporting periods within those annual periods, beginning after December 15, 2019. The effect of this ASU has not been quantified.

ASU No. 2016-14, *Not-For-Profit Entities: Presentation of Financial Statements of Not-for-Profit Entities*. The ASU was issued to improve reporting by not-for-profit entities in the areas of net asset classifications and information provided about liquidity. This ASU is effective for fiscal years beginning after December 15, 2017, and interim periods within fiscal years beginning after December 15, 2018. This ASU will increase disclosures in the Organization's financial statements.

ASU No. 2016-18, *Statement of Cash Flows: Restricted Cash*. This ASU clarifies how to report restricted cash in the statement of cash flows. This ASU is effective for fiscal years beginning after December 15, 2018, and interim periods within fiscal years beginning after December 15, 2019. This ASU will have minimal effect on the Organization's financial statements.

Note 2. Cash Concentrations

The Organization maintains cash balances at two financial institutions. Their bank accounts at the institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per financial institution. The Organization's cash balances exceeded federally insured limits by $14,600 at September 30, 2018. The Organization has not experienced any losses with these accounts. Management believes the Organization is not exposed to any significant credit risk on cash as of September 30, 2018.

The Organization attempts to manage credit risk relative to cash concentrations by utilizing "sweep" accounts. The Organization maintains ICS Sweep accounts that invest cash balances in other financial institutions at amounts that do not exceed FDIC insurable limits. All cash at these institutions is held in interest-bearing money market accounts. Interest rates on these balances ranged from .10% to .15% as of September 30, 2018.

Note 3. Operating Leases

The Organization leases office space in Littleton, NH under a three year operating lease that expires in October 2020. The Organization has the option to renew the lease for two additional years.

In October 2017, the Organization assumed the operations of Friendship House, an outpatient drug and alcohol treatment facility and program. The Organization leases the premises under a five-year operating lease that expires March 2023, with monthly rent and CAM fee payments of $19,582. The CAM fee portion is to be adjusted annually. Since the inception of the lease, the agreement has been verbally and mutually amended to allow the Organization to pay actual expenses, such as utilities, repairs, mortgage, CAM, etc., in lieu of the $19,582 monthly payment.

In addition, the Organization leases satellite offices in Berlin, NH, Tamworth, NH, Woodsville, NH, North Conway, NH, and Conway, NH under month-to-month operating lease agreements.

Future minimum rental payments under lease commitments are as follows:

Year Ended September 30,	
2019	$ 160,297
2020	163,411
2021	65,431
2022	56,500
2023	28,250
Thereafter	-
	$ 473,889

Lease expense for the aforementioned leases was $132,746 and $62,100 for the years ended September 30, 2018 and 2017, respectively.

Note 4. Deferred Revenue

The summary of the components of deferred revenue as of September 30, are as follows:

	2018	2017
Deferred Revenue- IDN	$ 2,387,744	$ 2,215,782
Deferred Revenue- Other	266,676	169,483
Total	$ 2,654,420	$ 2,385,265

Deferred revenue - IDN

Under the terms of an agreement between the Centers for Medicare and Medicaid Services (CMS) and the State of New Hampshire Department of Health and Human Services, various Integrated Delivery Networks (IDN) are to be established within geographic regions across the state to develop programs to transform New Hampshire's behavioral health delivery system by strengthening community-based mental health and substance use disorder services and programs to combat the opioid crisis. The Organization has been designated to be the administrative lead of one of these IDNs.

In September 2016, the Organization was awarded a five-year demonstration project from the CMS, passed through the State of New Hampshire Department of Health and Human Services. At that date, the Organization was advanced $2,413,256 upon fulfillment of the condition of successful submission and state approval of an IDN Project Plan. Of that amount, $2,000,000 will be retained by the Organization as administrative fees for five years and the remaining funds will be disbursed to participants. For years two through five, the IDNs will continue to earn performance-based incentive funding by achieving defined targets and any funds received will be passed through to the participants.

Note 5. Related Party Transactions

A majority of the Organization's members and the Organization are also members of a Limited Liability Company. There were no transactions between the Limited Liability Company and the Organization's members in 2018 and 2017.

The Organization contracts various services from other organizations of which members of management of these other organizations may also be board members of North Country Health Consortium, Inc. and Subsidiary. Amounts paid to these organizations were $898,736 and $348,668 for the years ended September 30, 2018 and 2017, respectively. Outstanding amounts due to these organizations as of September 30, 2018 and 2017 amounted to $33,214 and $37,950, respectively. Outstanding amounts due from these organizations as of September 30, 2018 and 2017 amounted to $5,210 and $0, respectively.

Note 6. Retirement Plan

The Organization offers a defined contribution savings and investment plan (the Plan) under section 403(b) of the Internal Revenue Code. The Plan is available to all employees who are 21 years of age or older. There is no service requirement to participate in the Plan. Employee contributions are permitted and are subject to IRS limitations. Monthly employer contributions are $50 for each part-time employee and $100 for each full-time employee. Employer contributions for the years ended September 30, 2018 and 2017 were $61,990 and $26,291, respectively.

Note 7. Commitment and Contingencies

The Organization receives a significant portion of its support from various funding sources. Expenditure of these funds requires compliance with terms and conditions specified in the related contracts and agreements. These expenditures are subject to audit by the contracting agencies. Any disallowed expenditures would become a liability of the Organization requiring repayment to the funding sources. Liabilities resulting from these audits, if any, will be recorded in the period in which the liability is ascertained. Management estimates that any potential liability related to such audits will be immaterial.

Note 8. Federal Reports

Additional reports, required by *Government Auditing Standards* and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, including the Schedule of Expenditures of Federal Awards, are included in the supplements to this report.

Note 9. Reclassifications

Certain reclassifications have been made to the financial statements for the year ended September 30, 2017 to conform with the current year presentation.

Note 10. Subsequent Events

Subsequent to year end, the Organization entered into a line of credit agreement with a local bank. The Organization has $500,000 of available borrowing capacity under this line of credit. The line of credit bears interest at the Wall Street Journal Prime Rate plus .50% and is secured by all assets of the Organization. The line of credit is due on demand and matures February 2020.

The Organization has evaluated subsequent events through March 26, 2019, the date the financial statements were available to be issued.

A.M. PEISCH & COMPANY, LLP

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

ADDITIONAL REQUIRED REPORTS

SEPTEMBER 30, 2018

AMP

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2018

Federal Grantor/Pass through Grantor/Program Title	Federal CFDA Number	Grant No.	Pass-through Grantor's Subgrant No.	Federal Expenditures
U.S Department of Health and Human Services				
Direct Programs:				
Rural Health Care Services Outreach Program (Oral Health)	93.912	D04RH28387		$ 106,595
Network Development	93.912	D06RH28031		254,067
Rural Health Care Services Outreach Program (Opioid)	93.912	D04RH31641		5,813
				366,475
Health Careers Opportunity	93.329	G06HP27887		102,222
Drug-Free Communities (SAMHSA)	93.276	1H79SP021539-01		151,252
Total direct programs:				619,949
Passed through the State of New Hampshire:				
Public Health Emergency Preparedness	93.074		U90TP000535	66,566
Disaster Behavioral Health Response Teams	93.074		U90TP000535	62,542
				129,108
SAP - 2 Schools	93.243		SP020796	77,695
SAP - WMCC	93.243		SP020796	119,728
Young Adult Strategies	93.243		SP020796	96,490
Young Adult Leadership	93.243		SP020796	19,547
				313,460
School-Based Immunization	93.268		H23IP0007757	8,689
Continuum of Care	93.959		TI010035-14	23,666
Student Assistance Program Federal Block Grant	93.959		158557-B001	856
SAP - 5 Schools	93.959		TI010035-16	68,584
Substance Use Disorder (Friendship House)	93.959		TI010035-14	210,900
Substance Misuse Prevention	93.959		TI010035-14	69,687
				373,693
Community Health Workers	93.757		NU58DP004821	12,867
Community Health Workers (Chronic Disease)	93.757		NU58DP004821	29,992
Community Health Workers (Heart Disease)	93.757		NU58DP004821	49,985
				92,844
Community Health Workers (Cancer)	93.898		NU58DP003930	24,942
Public Health Advisory Council	93.758		B01OT00937	42,025
Total passed through the State of New Hampshire:				984,761
Passed through the University of Dartmouth Area Health Education Center				
Area Health Education Centers	93.107		U77HP03627-09-01	76,099
Passed through the University of New Hampshire:				
Practice Transformation Network	93.638		Agreement #16-039	517,138
Total Expenditures of Federal Awards				$ 2,197,947

See accompanying notes to schedule of expenditures of federal awards

NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY

Notes to Schedule of Expenditures of Federal Awards
for the Year Ended September 30, 2018

Note 1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of North Country Health Consortium, Inc. and Subsidiary (the Organization) under programs of the federal government for the year ended September 30, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

Note 2. Summary of Significant Accounting Policies

(1) Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance whereby certain types of expenditures are not allowable or are limited as to reimbursement.

(2) Pass-through entity identifying numbers are presented where available.

(3) The Organization did not elect to use the 10% de minimus indirect cost rate allowed under the Uniform Guidance.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary (the Organization) (a New Hampshire nonprofit organization), which comprise the consolidated statements of financial position as of September 30, 2018, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated March 26, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of North Country Health Consortium, Inc. and Subsidiary's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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Suite 201
St. Albans, VT 05478
(802) 527-0505

1020 Memorial Drive
St. Johnsbury, VT 05819
(802) 748-5654

24 Airport Road, Suite 402
West Lebanon, NH 03784
(603) 306-0100

Compliance and Other Matters

As part of obtaining reasonable assurance about whether North Country Health Consortium, Inc. and Subsidiary's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

St. Albans, Vermont
March 26, 2019
VT Reg. No. 92-0000102

A.M. Peisch & Company, LLP

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited North Country Health Consortium, Inc. and Subsidiary's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of North Country Health Consortium, Inc. and Subsidiary's major federal programs for the year ended September 30, 2018. North Country Health Consortium, Inc. and Subsidiary's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statues, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of North Country Health Consortium, Inc. and Subsidiary's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about North Country Health Consortium, Inc. and Subsidiary's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of North Country Health Consortium, Inc. and Subsidiary's compliance.

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Opinion on Each Major Federal Program

In our opinion, North Country Health Consortium, Inc. and Subsidiary complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2018.

Report on Internal Control Over Compliance

Management of North Country Health Consortium, Inc. and Subsidiary is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered North Country Health Consortium, Inc. and Subsidiary's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of North Country Health Consortium, Inc. and Subsidiary's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

St. Albans, Vermont
March 26, 2019
VT Reg. No. 92-0000102

A. M. Peisch & Company, LLP

NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY

Schedule of Findings and Questioned Costs
Year Ended September 30, 2018

A. SUMMARY OF AUDITOR'S RESULTS

1. The independent auditor's report expresses an unmodified opinion on whether the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary were prepared in accordance with GAAP.

2. No material weakness or significant deficiencies relating to the audit of the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary are reported in the Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Governmental Auditing Standards*.

3. No instances of noncompliance material to the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

4. No material weakness or significant deficiencies relating to internal control over compliance for major federal award programs are reported in the Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance.

5. The auditor's report on compliance for the major federal award programs for North Country Health Consortium, Inc. and Subsidiary expresses an unmodified opinion on the major federal program.

6. There were no audit findings that are required to be reported in this schedule in accordance with 2 CFR Section 200.516(a).

7. The program tested as a major program was U.S. Department of Health and Human Services – ACA – Transforming Clinical Practice Initiative: Practice Transformation Networks (CFDA Number 93.638).

8. The threshold for distinguishing Types A and B programs was $750,000.

9. North Country Health Consortium, Inc. and Subsidiary was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENT AUDIT

There were no reported findings related to the audit of the consolidated financial statements for the year ended September 30, 2018.

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAM AUDIT

There were no reported findings related to the audit of the federal program for the year ended September 30, 2018.

NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY

Summary Schedule of Prior Audit Findings
Year Ended September 30, 2018

2017 and 2016 FINDINGS AND QUESTIONED COSTS – AUDIT OF MAJOR FEDERAL AWARD PROGRAMS

2017 Finding:

There were no reported findings related to the audit of the major federal program for the year ended September 30, 2017.

2016 Finding:

There were no reported findings related to the audit of the major federal program for the year ended September 30, 2016.

North Country
HEALTH CONSORTIUM

2018 - 2019 Board of Directors

OFFICERS

Ed Shanshala, President (0) (2019) **Ammonoosuc Community Health Services** Chief Executive Officer P' Email: ed.shanshala@achs-inc.org AA:	***Mike Counter, Treasurer (2020)*** **North Country Home Health & Hospice Agency** Executive Director Email: mcounter@nchhha.org AA:
Rev. Curtis Metzger, Vice President (2019) **All Saints' Episcopal Church** n	***Nancy Bishop, Secretary (0) (2019)*** **Grafton County Human Services** Human Services Administrator : 2 Email: nbishop@co.grafton.nh.us

DIRECTORS

Sharon Beaty, Director (2018) **Mid-State Health Center** Chief Executive Officer .ite 1 Email: sbeaty@midstatehealth.org	***Rev. Curtis Metzger (2019)*** **All Saints' Episcopal Church** -0735 E
Mike Counter, Director (2018) **North Country Home Health & Hospice Agency** Executive Director 536 Cottage Street Littleton, NH 03561 Phone: 603-444-5317 Email: mcounter@nchhha.org	***Robert Nutter, Director (2018)*** **Littleton Regional Healthcare** President 600 St. Johnsbury Road Littleton, NH 03561 Phone: 603-444-9501 x.9501 Email: rnutter@lrhcares.org
Kristina Fjeld-Sparks, Secretary (0) (2020) **NH AHEC/Geisel School of Medicine** NH AHEC Director 37 Dewey Field Road Hanover, NH 03755 Phone: 603-653-3207	***Michael Peterson, Director (2018)*** **Androscoggin Valley Hospital** President 59 Page Hill Road Berlin, NH 03570 Phone: 603-326-5602

North Country
HEALTH CONSORTIUM

2018 - 2019 Board of Directors

Email: kristina.e.fjeld-sparks@dartmouth.edu	Email: michael.peterson@avhnh.org
Suzanne Gaetjens-Oleson, Director (2018) **Northern Human Services** Regional Mental Health Administrator Administrative Offices 87 Washington Street Conway, NH 03818 Phone: 603-447-8137 Email: sgaetjens@northernhs.org	***Jeanne Robillard, COO (2019)*** **Tri-County Community Action Program** Chief Operating Officer 30 Exchange St. Berlin, NH 03570 Phone: 603-752-7001 Email: jrobillard@tccap.org
Ken Gordon, Director (2018) **Coos County Family Health Services** Chief Executive Officer 54 Willow Street Berlin, NH 03570 Phone: 603-752-3669 x 4018 Email: kgordon@ccfhs.org	***Fran Cusson, Interim Director (2018)*** **Androscoggin Valley Home Care** Interim Executive Director 795 Main Street Berlin, NH 03570 Phone: 603-752-7505 x 817 Email: fcusson@avhomecare.org
Michael Lee, Director (2018) **Weeks Medical Center** President 173 Middle Street Lancaster, NH 03584 Phone: 603-788-5030 Email: michael.lee@weeksmedical.org	***Karen Woods, Director (2018)*** **Cottage Hospital** Administrative Director 90 Swiftwater Road PO Box 2001 Woodsville, NH 03785 Phone: 603-747-9109 Email: kwoods@cottagehospital.org
Kevin Kelley, Director (2018) **Indian Stream Health Center** Chief Executive Officer 141 Corliss Lane Colebrook, NH 03576 Phone: 603-388-2416 Email: kkelley@indianstream.org	***Scott Colby, Treasurer (O) (2020)*** **Upper Connecticut Valley Hospital** President 181 Corliss Road Colebrook, NH 03576 Phone: 603-388-4299 Email: scolby@ucvh.org

Amy Jeroy

Education

1993 **Tulane University.** School of Public Health and Tropical Medicine
New Orleans, Louisiana
Master of Health Administration

1990 **Tulane University.**
New Orleans, Louisiana
Bachelor of Science: Anthropology Minor: Biology

Professional Experience

10/09– PRESENT **Public Health Director**, North Country Health Consortium, Littleton, NH

Oversee and support collaborative work with public and private sector partners to develop and implement public health interventions aimed at fulfilling the 10 essential services of public health in Northern New Hampshire (Coos County and Northern Grafton County). Program areas include: Public Health Emergency Preparedness, Health Improvement Initiative, School Based Immunization Clinics, Continuum of Care Facilitation and North Country Prevention Network (Youth Leadership Through Adventure program, Project Success: Student Assistance Professionals, Coalition building and support, Education/Information Dissemination. Screening, Brief intervention, Referral to Treatment (SBIRT) grant and Support of regional educational opportunities.

Responsibilities include:

- Utilizing community health data;
- Researching and implementing strategies for population-based health promotion and disease prevention;
- Developing and implementing plans to evaluate program activities;
- Coordinating communications activities;
- Providing technical assistance to local citizen groups;
- Supervising program staff;
- Liaising with academic, state, federal, and private departments and agencies involved with public health and prevention work;
- Managing program budgets

11/08 - 10/09 **Workforce Education and Development Program Manager**, Northern New Hampshire Area Health Education Center (AHEC), a program of the North Country Health Consortium, Littleton, NH

Responsibilities include:

- Developing, planning, and coordinating continuing education programs for health and human service providers in northern New Hampshire communities
- Working with the central New Hampshire AHEC to promote health care careers and health professional continuing education
- Managing funding sources and budgets for education programs and projects
- Community health promotion and training activities through the various programs of the North Country Health Consortium.

Volunteer Work

1/12- Present **Board Member**, New Hampshire Public Health Association
9/03 - 9/06 **President**, Littleton Regional Hospital Auxiliary

Career Summary

I am committed to a strength-based, asset-building approach to enhancing individual and community health. I value collaboration in problem solving, and in the delivery of services to people and groups. I believe in the power of community to promote social, spiritual, and physical well-being. My passions: Health, Wellness and Nutrition. I am a raw vegan and a certified Health Coach. In September 2016, I will also be a certified PyroPilates instructor. I am passionate about teaching people healthy ways of living and teaching people how to prepare foods and thrive on a plant based whole foods diet. Lifestyle coaching and guidance is my next step in life. I want to make a difference in the world and help people one day at a time, one meal at a time, or whatever other schedule is needed to inspire and drive people to make healthy changes to improve their way of life.

Skills

Working with Communities and Organizations

- Conducting community assessments.
- Organizing community events and workshops.
- Presenting to community groups and to the public.
- Facilitating community forums.
- Strategic planning facilitation.
- Member, Board of Directors.

Working with Groups

- Facilitating problem-solving processes with groups.
- Planning and leading trainings for volunteer staff.
- Leading support groups, workshops, and personal-growth activity groups.

Administration

- Managing staff and subcontractors.
- Managing budgets
- Project management.
- Grant writing and reporting.
- Chairing and staffing committees.
- Leading task groups.
- Designing and conducting training for volunteer staff.
- Research reporting.
- Writing for news releases and public relations.
- Developing direct service and prevention programs.

Personal Interests

- Bikram Yoga, Hiking, backpacking, cycling and skiing
- As of September 2016: Teaching PyroPilates
- Making jewelry and natural body products

References Available Upon Request

ANNIE PATOINE

SUMMARY

Friendly and enthusiastic professional with several years of experience in public interaction and office environments. Ability to learn new tasks quickly and proficiently.

Education

High School Diploma: June of 2002 with Honors, accounting, culinary arts, electricity and interned with Calex Ambulance. Saint Johnsbury Academy - Saint Johnsbury. VT

Allied Health Preparation Certificate - Community Collage of Vermont graduating on May 8, 2017 with Honors.

RELATED EXPERIENCE

North Country Health Consortium, Littleton, NH

Purchasing-Finance Assistant ***May 2019 – Present***

- Perform all duties related to processing orders for materials & supplies.
- Supports Student Assistance Program through communication with external partners regarding reporting requirements, technical assistance to SAPS regarding reporting, and tracking of reporting deadlines and data entry into the PWITS system
- Receive order requisitions from NCHC personnel using requisition email form – review for completeness and accuracy (vendor, account codes, description, approval). Enter requisition into AccuFund.
- Process order through assigned vendor (from order req).
- Shop for quotes as necessary for those orders that require three pricing options.
- Filing for A/P, A/R and Friendship House client billing information.
- Assist Financial Controller on an as needed basis for ad hoc projects.

PTN Program Specialist ***May 2017 – May 2019***

- Maintains, coordinates, and updates database on Sharepoint for Practice Transformation Network initiative including practice listings, enrollment, and demographics; phase progression, practice assessment tools and plan due dates; and folder updates for all practices. Provides administrative support to PTN Program Staff including preparation of print and electronic PATS and Plans.
- Assists Finance Team with data entry, maintaining excel spreadsheets, filing, and other duties as requested
- Supports Student Assistance Program through communication with external partners regarding reporting requirements, technical assistance to SAPS regarding reporting, and tracking of reporting deadlines and data entry into the PWITS system
- Participates as needed in special projects

ANNIE PATOINE

- Ensures compliance with NCHC policies and procedures, including code of ethics and confidentiality, while performing job functions

The Riverside School, Lyndonville, VT ***March 2016 – May 2017***

After School Coordinator & Substitute Teacher

- Plan snacks, activities and use of space in advance of each day's program start
- Keep track of attendance and pick up times for billing purposes, submit them to business manager
- Consistently supervising and engaging with students
- Use appropriate behavior management techniques to maintain student behavior
- Actively communicate and build positive relationships with the parents of students in the program
- Teach lesson plan as outlined by absent teacher
- Maintain a professional appearance as an example for children
- File papers
- Answer phones
- Reliable, and flexible

Colleen Gingue

Self-Starter **Team Player** **Task Oriented** **Cheerful**

Highlights of Qualifications

- Proficient in Microsoft Suite (Access, Excel, Power Point, Word) and Microsoft Outlook (Email, Calendar, Reminder, Notes), QuickBooks Pro, Customer Relationship Management (CRM), SharePoint, ADP, ReportSmith, Red Beam

Experience

Finance Director *North Country Health Consortium* *2012-Present*

- Prepare monthly financial management reporting packages and analyses
  - Present financial statements to Finance Committee and Board
- Direct preparation of monthly, quarterly, and annual budget reports with recommendations for areas of improvements
- Direct administration of financial management systems, strategies, fiscal policy and procedures
- Oversee and participate in annual external audit
  - Review auditor reports and financial statements, and provide recommendation as needed
- Supervise annual insurance renewals and review coverage requirements
- Supervise Administrative Assistant

Multi-Client Bookkeeper Service *Abacus Bookkeeping* *2012*

- Assist Montpelier tax preparer and bookkeeper service with QuickBooks and Intuit ProSeries tax preparation software
  - Concentration in reconciliations, Excel spreadsheets, and analysis

Accounting Manager *microDATA 911, Inc.* *2002-2011*

- Supervise and Participate in Management of Accounting Department
  - Reconcile A/R, A/P, Payroll, Accrual and Prepaid Accounts, Fixed Assets
- Perform Daily Cash Management and Monthly/Annual Projections
- Prepare Financial Reports for Internal and External Distribution
- Team with external CPA for Annual Review and Tax Return Preparation
- Supervise and Participate in Year-End Closing Duties
  - Payroll Multi-State Reporting Requirements
  - Closing Journal Entries and Financial Statement Preparation
  - New year Prepaid, Accrual and Depreciation Journal Entries
  - Interview, Manage Benefits, Provide Employee Reviews & Coaching

Office Manager/Accountant *Gingue Electric Corporation* *1989-2007 (closed)*

- Orchestrate Multitude of Tasks for Successful Business Operation
  - Manage Payroll and Employee Benefit Duties
  - Track Apprenticeship Program Requirements
  - Manage Full-Charge Bookkeeper Duties: A/P, A/R, Financial Reporting
  - Create and Maintain Inventory and Billing Database

Experience (continued)

Accountant — *Deerfield Village Furniture* — *1999-2002(office closed)*

- Perform A/R, A/P, Payroll, General Ledger, and Financial Reporting Duties

Various Positions with Northern Community Management Corporation — *1993-1998*

Property Manager - Administrative Manager - Accounting Manager

Education

- Summa Cum Laude Graduate with Bachelor of Arts Degree in Business Management, Johnson State College
- Cum Laude Graduate with Associate in Science Degree in Accounting, Champlain College

PROFESSIONAL EXPERIENCE

North Country Health Consortium
Littleton, New Hampshire
January 2017 – present

Chief Executive Officer

- Responsible for supervision of all agency staff
- Director of the Northern New Hampshire Area Health Education Center
- Lead strategic planning and board development efforts
- Prepare and manage organization's budget
- Provide oversight and technical assistance to all agency projects and programs

August 2011 – January 2017

Executive Director

- Responsible for supervision of all agency staff
- Director of the Northern New Hampshire Area Health Education Center
- Lead strategic planning and board development efforts
- Prepare and manage organization's budget
- Provide oversight and technical assistance to all agency projects and programs

December 2009- July 2011

Development Director/Workforce Development

- Responsible for researching and writing grant applications, developing work plans, identifying funding opportunities
- Serves as North Country Health Consortium Evaluator
- Provides consultation to member organizations and assists in community needs assessment, evaluation, and resource development
- Serves as project director on workforce development initiatives
- Provides supervision to the Workforce Development Program
- Member of NCHC Management Team

Vermont Department of Health
St. Johnsbury, Vermont
November 2006-June 2008

Public Health Supervisor

- Responsible for administration of local public health programs, including school health, immunizations, healthy babies, ladies first (breast and cervical cancer screening), and environmental health
- Participated in local emergency preparedness planning
- Collaborated with community partners to develop community health education prevention programs
- Participated in local community health assessment and identification of public health priorities
- Facilitated local Maternal/Child Health coalition
- Supervision of professional/para-professional staff

Northeastern Vermont Area Health Education Center
St. Johnsbury, Vermont
December 1999-October 2006

Community Resource Coordinator
Program Coordinator, National Community Center of Excellence in Women's Health

- Responsible for coordination of community health education programs in a six county region in Northeastern Vermont
- Collaborated with five regional hospitals to increase access to health information and education programs
- Worked with community partners to plan and implement community health and wellness programs
- Developed community health status reports
- Responsible for grant writing, including successful award for five year federal grant to establish National Community Center of Excellence in Women's Health (CCOE) in Vermont's Northeast Kingdom
- Responsible for all aspects of development, implementation, management, and evaluation of a rural CCOE model
- Responsible for submission of all federal reports and documentation of CCOE program highlights
- Attended and presented at national meetings

Northeastern Vermont Area Health Education Center
St Johnsbury, Vermont
July 1999 – October 1999

Consultant, Community Diabetes Project

- Established partnerships with primary care provider practices to plan and implement diabetes education program
- Developed educational packets for providers and patients with an emphasis on chronic disease management

Vermont Department of Health
Burlington, Vermont
June 1992 – December 1998

Public Health Specialist (February 1998 - December 1998)
Primary Care Coordinator

- Wrote, managed, and administered Federal Grant establishing Vermont's Primary Care Cooperative Agreement
- Assessed access to primary care services for all Vermonters, particularly underserved populations
- Assisted communities, providers, and special populations in development of strategies to increase access to care
- Participated in policy development related to primary care delivery systems
- Responsible for Vermont's applications for Federal Health Professional Shortage Area designations
- Facilitated and coordinated meetings of Primary Care Cooperative Agreement Steering Committee

Maternal and Child Health Planning Specialist (October 1993 - February 1998)
Project Coordinator, State Systems Development Initiative

- Facilitated community health needs assessment process in various communities

throughout the state by providing technical assistance for development and data analysis
- Managed community grants focused on integrated health care systems development for children and families.
- Responsible for development of community assessment and evaluation tools.
- Responsible for federal grant and report writing
- Member of statewide advisory boards, including the Primary Care Cooperative Agreement, the Robert Wood Johnson Making the Grade Project, and the Indicator and Outcomes Committee of the State Team for Children and Families

Maternal and Child Health Planning Specialist (June 1992 - September 1993)
- Responsible for statewide planning for maternal and child health programs and policies.
- Evaluated Department of Health programs and make recommendations for programmatic changes
- Responsible for coordinating Vermont's Maternal and Child Health Title V grant proposal and annual report
- Coordinator for statewide systems development project focused on the primary health care needs of children and adolescents in Vermont.
- Vermont Genetics Coordinator - manage contracts and grants with the Vermont Regional Genetics Center
- Responsible for grant and report writing
- Member of Vermont's Child Fatality Review Committee

University of Illinois at Chicago, School of Public Health
Prevention Research Center, Chicago, IL
January 1990 – May 1991

Project Director, Youth AIDS Prevention Project
- Responsible for directing all aspects of a multiple risk reduction HIV prevention education/research project
- Developed comprehensive risk reduction curriculum for 7th and 8th grade students
- Developed research questionnaires for students, parents, and school administrators
- Responsible for writing annual National Institutes of Mental Health progress and evaluation reports
- Participated in budget management of project
- Supervised staff of three health educators and two research assistants

Cook County Department of Public Health
Maywood, Illinois
September 1987 – January 1990

AIDS Education Coordinator (July 1988 - January 1990)
- Responsible for administration, planning and implementation for all HIV/AIDS community and school-based education programs
- Managed subcontracts with community based organizations
- Responsible for writing quarterly progress/evaluation reports submitted to the Illinois Department of Public Health
- Supervised staff of four health educators

Community Health Educator (September 1987 - July 1988)
- Organized and conducted conferences, workshops, training, and classes for students, teachers, and community groups on a variety of public health issues, emphasis on HIV/AIDS and sexuality education

Case Western Reserve University
Cleveland, Ohio
November 1982 – May 1985

Research Assistant, Department of Nutrition

- Primary research assistant for the laboratory analysis component of a project to study the vitamin D levels of bottle-fed versus breast-fed infants

Research Assistant, Department of Medicine

- Prepared statistical and technical data for publications
- Managed research grants

PROFESSIONAL AFFILIATIONS/BOARDS

- Grafton County Mental Health Court, Advisory Council
- New England Rural Health Round Table, Board Member
- New Hampshire Oral Health Coalition, Steering Committee
- New Hampshire Governor's Primary Care Workforce Commission
- National Cooperative of Health Networks
- American Public Health Association

EDUCATION

May 1987 Master of Public Health, Community Health Sciences, Maternal & Child Health
University of Illinois at Chicago, School of Public Health

June 1981 Bachelor of Science, Consumer Science
University of Wisconsin - Madison

Stephanie A. Gould
LCMHC, M.Ed

August 2018- Present Genesis Behavioral Health (LRMHC) New Hampshire
Hospital Liaison
• Conducts aftercare and discharge planning for individuals (both Adult Services and Child and Family Services) discharging form inpatient psychiatric facilities to LRMHC catchment area per state regulations and required time frames.
• Provides clinical consultation, case review, and coordination of care with attending medical staff, treatment team, discharging hospitals, and family supports..
• Tracks and facilitates transfer an assumption of probate documentation for patients on conditional discharge from state hospital.

Sep 2015- April 2018 Granite State College (USNH) New Hampshire
Academic Advisor
• Advises student through all stages of the student lifecycle on admissions, enrollment, academic program policies, and degree completion planning.
• Applies Appreciative Advising theory to coach students in identifying their strengths, academic and career interests, and guides students in achieving their set goals.
• Monitors the academic progress and enrollment of all students assigned in caseload and preforms retention tasks according to advising outreach calendar.
• Participates in inter-department training(s) to continuously gain more in-depth curriculum knowledge, increase advisor and faculty collaboration, and provide continued exposure to career-specific requirements and trends.
• Provides information on transfer-ability of college-level learning and prior learning opportunities and process.
• Provides face-to-face, telephone, and web-based support to assist students with applying to the college, registering for classes, setting up accounts, and accessing student support services.
• Provides initial stage of career guidance, directing students to Career Services for more in-depth counseling and support.
• Provides initial guidance on disability services options, directing them to Disability Services for assistance with accommodation plans.
• Provides students with information on Student Counseling Services for non-academic hardships support.
• Responsible providing "gold standard" customer service.
• Responsible for the function of coordinating and supervising of our work study.
• Assist in the general needs of the campus and be responsive and welcoming to all customers that enter
• Daily usage of college wide technology platforms to access student data: email client (Outlook), system of record database (BANNER), degree evaluation software (GPS), and reporting platforms (APEX/Webl).
• Mentor and cross train with other advisors to share best practices and promote consistency to improve the overall student experience.
• Attend special events to represent advising and participate on institutional committees as needed.

Nov 2012- Aug 2015 MHN Government Services New Hampshire
Military and Family Life Consultant (MFLC)
•Provide JFSAP Military and Family Life Consultant services in the form of face to face non-medical, solution focused counseling to service members and their families throughout the state of New Hampshire.
•Provide psycho-educational presentations and briefings for military (as requested by command) and for service members/families throughout the deployment cycle at Yellow Ribbon Events.
•Conduct efforts to establish partnerships and inform civilian, community based service on military culture, referral sources, and common issues that military families face.
•Utilize clinical skills to screen for and make appropriate referrals for individuals that demonstrate a clinical need.
For full role see www.mhngs.com/app/programsandservices/mflc_program.content

Jan. 2011-Nov. 2012 S. Gould Counseling Services Plymouth, NH
•Contract with MHNGS (40 hours per week) to provide New Hampshire JFSAP Military and Family Life Consultant services to all branches of New Hampshire based eligible service members (and their families).
See MFLC role as highlighted above.

August 2010- Nov 2012 Northern Human Services Conway, NH
Clinical Director
• Manage, develop, and maintain contracts with community organizations.
• Provide clinical supervision to 8 clinicians, implement agency policy, provide Emergency Services.
• Integrate and manage best clinical practices across multiple teams/disciplines.
• Provide support and training for technical and clinical skill development to support documentation.
• Collaborate with Management Team to improve fiscal outcomes and resilience.
• Track, analyze, and address productivity issues.
• Serve on technology related committees and workgroups dedicated to the implementation of an electronic medical record.

March 2009-Jan. 2010 The Davenport School Jefferson, NH
Clinical Coordinator
•Provide individual and group counseling to court adjudicated youth in intensive residential treatment program for adolescent girls.
•Work with Department of Juvenile Justice, The Division for Children, Youth and Families, legal representatives and court representatives to provide, determine, and implement clinical services to youth and families.
•Provide education and clinical supervision to direct care staff and family workers.
•Research and develop assessment and reporting systems that measure consumer needs and treatment results while satisfying best treatment practices and payer/funding source reporting requirements.

August 2008-March 2009 LifeShare Management, Inc. Manchester , NH
Regional Director, North
•Responsible for all facets of program implementation and development, including the hiring and supervision of staff, budget, obtaining referrals and tracking program efficacy.
•Be aware of and implement state and federal regulatory guidelines to include Medicaid billing practices and service quality/best practices.
•Provide clinical supervision and some direct care, including emergency services.
•Meet monthly documentation deadlines and maintain clinical records in accordance with HIPPA standards.

April 2001- July 2008 Genesis Behavioral Health Plymouth, NH
Clinical Coordinator, Plymouth
•Provide clinical and administrative supervision to up to 10 clinicians and employees.
•Track caseloads, documentation and staff productivity.
•Work with the Director to allocate resources to maximize revenue generation.
•Work with Quality Assurance to interpret and implement practices that conform to Federal and State regulations pertaining to community mental health service delivery.
•Conduct regular audits of clinical documentation.
•Work under significant pressure: evaluate and develop dispositions for psychiatric emergencies.
•Work with the interdisciplinary team to develop, monitor, and implement psychotherapeutic and psychopharmacological intervention

Dec. 2003- Jan. 2007 North Woods Counseling, L.L.C. Campton, NH
Partner/ Clinician
•Manage and organize all office activities relevant to supporting and running a private clinical mental health practice including accounts receivable, account tracking, budget development and management, and technology needs.
•Develop and maintain community relationships to develop healthy referral base as well as produce print marketing media.

Dec. 2002- Nov. 2003 Riverbend Community Mental Health, Inc. Franklin, NH
Child and Family Therapist
•Provide clinical assessment, psychotherapy, and case management services to children (and their families) experiencing symptoms of mental illness.
•Work effectively in an interdisciplinary team approach.

Sept. 2001- Nov. 2002 Plymouth State University Plymouth, NH
Director of Women's Services and Gender Resources
•Structure, maintain and account for department budget.
•Redesign mission and priorities for direct services and education.
•Secured $20,000 budget increase for Center in year 2002 and obtained reclassification of position to "Director" status.
•Supervise and provide guidance to staff.
•Organize, conduct and arrange for media coverage and conduct community outreach to support delivery of educational messages.

•Design and implement multi-faceted educational and informational campaigns, including production of revised web site and print material.
•Plan and execute fundraising events/campaigns

EDUCATION

Bachelor of Arts in General Studies, Concentration in Advertising
Texas Tech University Lubbock, TX May 1994

Master of Education: Mental Health Counseling
Plymouth State University Plymouth, NH May 2001

CERTIFICATIONS/LICENSURES

Licensed Mental Health Counselor, State of NH #541

RELATED EXPERIENCE

-Trained and served as a provider for the NH Attorney General's Victim Assistance Provider Network
-Trained volunteer for NH DBHRT (Disaster Behavioral Health Response Team)

North Country Health Consortium
Budget Request for: Student Assistance Program (SS-2019-BDAS-02-STUDE-07)
Budget Period: July 1, 2019 - June 30, 2020

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Nancy Frank	Chief Executive Officer	$123,467	10.00%	$12,347
Amy Jeroy	Program Director	$84,455	25.00%	$21,114
Stephanie Gould	Program Coordinator	$63,804	35.00%	$22,330
Colleen Gingue	Chief Financial Officer	$88,496	7.25%	$6,416
Annie Patoine	Program Support	$41,621	8.25%	$3,434

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

August 21, 2018

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, Bureau of Drug and Alcohol Services, to enter into **sole source** agreements with vendors listed in the table below to provide Student Assistance Program services in an amount not to exceed $902,289 effective upon Governor and Executive Council approval through June 30, 2019. 98.63% Federal Funds, 1.37% General Funds.

Vendor	Vendor Number	Location	Amount
Conway School District – SAU #9	159846-B001	North Conway	$70,000
Milton School District – SAU #64	156682-B001	Milton	$50,000
North Country Education Services	154707-B001	Gorham	$100,000
North Country Health Consortium, Inc.	158557-B001	Littleton	$300,000
Portsmouth School District – SAU #52	177463-B006	Portsmouth	$70,000
Rochester School District – SAU #54	177467-B004	Rochester	$100,000
Sanborn Regional School District – SAU #17	154453-B001	Kingston	$37,500
Seacoast Youth Services	203944-B001	Seabrook	$70,000
Second Start	177224-B002	Concord	$104,789
		Total:	**$902,289**

Funds are available in the following accounts for SFY 2019.

05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVS, PREVENTION SVS

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	92057502	$440,000
			Subtotal:	*$440,000*

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVS, PFS2 GRANT

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	92052407	$462,289
			Subtotal:	$462,289
			Total Contract:	**$902,289**

EXPLANATION

This request is **sole source** because the vendors have effectively operated the student assistance program for a period of two (2) to five (5) years. Research demonstrates that substance misuse prevention education is most successful when the program is delivered in a consistent manner over a course of five (5) plus years to impact each cohort of grades. Additionally, to meet the federal evaluation requirements, the New Hampshire Bureau of Drug and Alcohol Services must demonstrate sustained outcomes throughout the grant periods.

This request represents nine (9) of twelve (12) contracts to provide Student Assistance Program Services. The Department anticipates awarding the remaining three (3) contracts at the next available Governor and Executive Council meeting, upon receipt of the fully executed contract documents.

The purpose of this request is to address underage drinking and prescription drug misuse and abuse in high need populations through the administration of a Student Assistance Program. The Student Assistance Program leverages the State's existing prevention system, resources and capacities to effect change in priority substance abuse areas among high need populations in the communities where those populations reside.

The vendors will implement Student Assistance Programming (SAP) using the evidenced based Project Success in twenty (20) high schools, twenty-three (23) middle schools and one (1) community college in an effort to serve 18,837 New Hampshire youth in order to prevent and reduce underage drinking, high risk drinking and the use of non-medical prescription drugs including opioids and illicit opioid drug use.

The vendors will conduct alcohol and other drug screenings, individual support sessions, group support sessions, and referrals to drug and alcohol treatment providers when indicated by the screening. Additionally, the vendors will provide students and parents with targeted drug and alcohol education to improve understanding of risks associated with prescription drug and underage alcohol use as well as the developmental milestones and brain development of adolescents. The scope of work in these agreements require the vendors to incorporate community level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

Student Assistance Programs work collaboratively with the Department and the NH Center for Excellence to improve the quality of services to students as well as to collect data to make data driven decisions on school-based prevention programming. Based on the Youth Risk Behavior Surveillance Survey trend data from 2013 to 2017 results for the schools indicate statistically significant changes in the following:

- Increase in students' perception of risk for the use of alcohol and non-medical prescription drugs,
- Increase in students' reporting parent and peer disapproval for the use of alcohol and non-medical prescription drugs, and

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

- There will be an increase in the percentage of students who report a high risk of harm for using substances (alcohol, marijuana, non-medical prescription drugs, heroin) on the Youth Risk Surveillance Survey (YRBS).
- There will be an increase in the percentage of students who report their parents/caregivers and peer would disapprove if they used substances on the YRBS.
- There will be a decrease in the percentage of students who report they used substances in the past 30 days on the YRBS.
- Decrease in students' reporting past 30 day use of alcohol and non-medical prescription drugs.

As referenced in the Exhibit C-1 of these agreements, the Department reserves the right to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, 18,837 students, statewide, may not receive the support and substance misuse prevention education that may be needed during critical adolescent development years. Lack of these support services could result in: higher prevalence rates of underage drinking and drug use, misuse and abuse of prescription medication, and an escalation in adverse childhood experiences such as a trauma related to parental/caregiver substance abuse.

Area served: Statewide.

Source of Funds: 98.63% Federal Funds from Department of Health & Human Services (DHHS), Substance Abuse & Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, DHHS, SAMHSA, Center for Substance Abuse Prevention, and 1.37% General Funds.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Student Assistance Program Contracts

FISCAL DETAILS

05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SVS 97% Federal Funds 3% General Funds

Conway (Kennett) School District SAU #9, Vendor # 159846-B001

State Fiscal Yea	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$70,000
			Sub Total:	$70,000

Milton School District SAU #64, Vendor # 156682-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$50,000
			Sub Total:	$50,000

Newport School District SAU #43, Vendor #159924-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$0
			Sub Total:	$0

North Country Health Consortium, Vendor #158557-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$100,000
			Sub Total:	$100,000

Portsmouth School District SAU #52, Vendor # 177463-B006

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$70,000
			Sub Total:	$70,000

Sanborn Regional District SAU #17, Vendor # 154453-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$37,500
			Sub Total:	$37,500

Seacoast Youth Services, Vendor #203944-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$70,000
			Sub Total:	$70,000

Second Start

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$42,500
			Sub Total:	$42,500
			Prevention Sub Total:	$440,000

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, PFS2 GRANT 100% Federal Funds

Claremont School District SAU #6, Vendor # 177374-B005

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$0
			Sub Total:	$0

Manchester School District SAU #37, Vendor # 177323-B003

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$0
			Sub Total:	$0

North Country Education Services, Vendor # 154707-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$100,000
			Sub Total:	$100,000

North Country Health Consortium, Vendor # 158557-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$200,000
			Sub Total:	$200,000

Rochester School District SAU #54, Vendor # 177463-B006

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$100,000
			Sub Total:	$100,000

Second Start, Vendor #177224-B002

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$62,289
			Sub Total:	$62,289
			PFS2 Sub Total:	$462,289
			Total Contract Amount:	**$902,289**

FORM NUMBER P-37 (version 5/8/15)

Subject: Student Assistance Program (SS-2019-BDAS-02-STUDE-07)

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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name North Country Health Consortium, Inc.		1.4 Contractor Address 262 Cottage St. Ste230 Littleton, NH 03561	
1.5 Contractor Phone Number 603-259-3704	1.6 Account Number 05-95-92-920510-33800000-102-500731; 05-95-92-920510-33950000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation $300,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Nancy Frank, CEO	

1.13 Acknowledgement: State of NH, County of Grafton

On 07/25/18, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Tracy A Page

1.13.2 Name and Title of Notary or Justice of the Peace

Tracy A. Page, Notary Public

TRACY A. PAGE
Notary Public - New Hampshire
My Commission Expires September 18, 2018

1.14 State Agency Signature Date: 8/23/18	1.15 Name and Title of State Agency Signatory Katja S Fox Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan A. Yost Atty On: 9/4/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 as indicated in block 1.18, 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 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Contractor shall provide Student Assistance Programming to address prevention of underage drinking among person aged 12 to 20, and prevention and reduction of high-risk drinking, prescription drug misuse including opioids and illicit opioid among persons aged 12 to 25 in the school district that have been identified as "high need, high risk" communities as follows: Gorham, Groveton, Lisbon, White Mountain Regional School, Woodsville middle schools and high schools; Berlin High School; North Country Charter School; and White Mountain Community College.

2. Scope of Work

2.1. The Contractor shall select and ensure an evidence-based screening tool, as approved by the Department, utilized to screen all students referred for services that must include an assessment of the individual, family, substance use issues, and if a referral to treatment is appropriate.

2.1.1. The Contractor shall submit the evidence based screening tool to be used to the Department within thirty (30) days of the contract effective date.

2.2. The Contractor shall ensure students are referred to appropriate school-based service or community providers as indicated by the individual screening results.

2.3. The Contractor shall collaborate with the schools to maintain and/or develop a protocol for referrals to the appropriate provider.

2.4. The Contractor shall conduct Individual Support Sessions for the purpose of crisis intervention and to determine a student's motivation to participate in Project Success groups. Project Success groups are defined as:

2.4.1. Endorsed by the Substance Abuse and Mental Health Services Administration as Evidenced-Based prevention program.

2.4.2. Implemented by specially trained student assistance counselors whom are located in schools 2-5 days a week.

2.4.3. Research-based program that use interventions effective in reducing risk factors and enhancing protective factors.

2.5. The Contractor shall conduct Individual sessions as needed to assist students with the following, but not limited to:

2.5.1. Identifying and resisting social and situational pressures to use substances.

2.5.2. Correcting misperceptions about the prevalence and acceptability of substance use.

2.5.3. Focusing on the personal consequences of substance use.

2.5.4. Teaching and providing opportunities to practice resistance and coping skills.

2.5.5. Identifying barriers to using the newly developed skills or adopting healthy attitudes.

2.6. The Contractor shall conduct group sessions that are modeled after Project Success including, but not limited to:

2.6.1. Newcomers Group.

2.6.2. Children of Substance Abusing Parents Group

2.6.3. Seniors Group

2.6.4. Alcohol and other Drug Assessment Education Group.

2.6.5. Sibling Group.

2.6.6. Non-Users Group.

2.6.7. Parents, Peers, and Partying Group.

2.6.8. Users Group.

2.6.9. Users/Children of Substance Abusing Parents Group.

2.6.10. Recovery Group.

2.7. The Contractor shall conduct Group Support Sessions. During the first session of each group, confidentiality and boundaries shall be addressed and clarified to ensure students are provided with confidentiality guidelines. Group Sessions shall include, but is not limited to:

2.7.1. Assisting students in an effort to identify and resist social and situational pressures to use substances, correct misperceptions about the prevalence and acceptability of substance use.

2.7.2. Assisting students to focus on the personal consequences of use.

2.7.3. Teaching and provide opportunities to practice resistance and coping skills.

2.7.4. Identifying barriers to using the skills or adopting healthy attitudes.

2.8. The Contractor shall provide parent education about the non-medical misuse of prescription drugs and underage drinking and binge drinking. Topics shall include developmental information including, but not limited to:

2.8.1. How the use of substances such as alcohol or other drugs affect the adolescent brain.

2.8.2. Youth access to substances.

2.8.3. How perception of parental disapproval impacts use.

2.9. The Contractor shall enhance parent education services via the current parent education services being offered at the school and local levels.

2.10. The Contractor shall provide prevention education services during transitional years (i.e. 7th and 9th grades) which topics shall include, but are not limited to:

2.10.1. Being an adolescent.

2.10.2. Alcohol, tobacco and other drug information.

2.10.3. Family dynamics and pressures.

2.10.4. Skills for coping with stress and life pressure.

2.11. The Contractor shall conduct a minimum of three (3) school and/or community centered environmental strategies each year of funding. The Contractor may utilize existing groups and programs to enhance and meet this requirement.

2.12. The Contractor shall enhance services through the utilization of marketing and media tools. The Contractor shall complete this work in conjunction with work being done at the state level and the local level with community partners such as the Regional Public Health Network, Drug-Free Coalitions, and other local organizations. The Contractor may utilize existing groups to enhance and meet this requirement.

2.13. The Contractor shall participate in evaluation efforts conducted by the Department in order to use data to drive continuous quality improvement.

2.14. The Contractor shall administer the 2019 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2019 and administer a whole school survey with students in grades 9 through 12 developed by the Department in the Spring of 2020.

2.15. The Contractor shall administer a Department approved survey in the Spring of 2019 and the Spring of 2020 to 7th and 8th grades in middle schools that do not conduct the middle school Youth Risk Behavior Survey in their contracted service areas.

2.16. The Contractor shall administer the Department's pre and post surveys, upon Department approval, within the first semester and within the last semester for students attending a Department funded Student Assistance Program in an institute of higher learning.

2.17. The Contractor shall conduct an assessment by comparing current school policies related to the use of alcohol and other drugs against the Model School Policy that was developed by the Governor's commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment by end of year one.

2.17.1. The Contractor shall implement best practices in the school's policies related to the use of alcohol and other drugs according to the Model School Policy in Section 2.17 above by end of year two.

2.18. The Contractor shall participate in all required meetings and trainings which shall include, but are not limited to:

2.18.1. Student Assistance Program Community of Practice.

2.18.2. Learning Collaborative Meetings.

2.18.3. Mandatory trainings.

2.19. The Contractor shall provide one full-time equivalent staff person to every one-thousand (1,000) students.

2.19.1. This position may be pro-rated for schools that serve less than 1,000 students.

2.19.2. If the school contains less than 1,000 students the Contractor shall ensure the staff person is available a minimum of two (2) days per week and shall not serve more than two buildings or campuses.

2.20. The Contractor shall provide one (1) Student Assistance counselor who shall obtain Certified Prevention Specialist (CPS) status within one (1) year of hire.

2.20.1. The Contractor shall submit a plan to the Department if this is not achieved.

2.21. The Contractor shall allow a Department approved team to conduct quarterly site reviews. The team shall include, but is not limited to:

2.21.1. Student Assistance Counselor(s).

2.21.2. Contractor or designee.

2.21.3. Department.

2.21.4. Representative of the New Hampshire Center for Excellence, if appropriate.

2.21.5. The site visit shall include, but are not limited to:

2.21.5.1. Review of the Contractor's systems of governance.

2.21.5.2. Administration.

2.21.5.3. Data collection and submission.

2.21.5.4. Policies for ensuring student confidentiality.

2.21.5.5. Financial management in order to assure systems are adequate to provide the contracted services.

2.21.6. The Contractor shall make corrective actions as advised by the review team in contracted services are not found in accordance with this contract.

3. Staffing

3.1. The Contractor shall provide one (1) Student Assistance counselor who shall obtain Certified Prevention Specialist (CPS) status within one (1) year of hire.

3.1.1. The Contractor shall submit a plan to the Department if this is not achieved.

4. Reporting

4.1. The Contractor shall communicate and submit required records via e-mail.

4.2. The Contractor shall enter and complete monthly data reporting in the New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the month.

4.3. The Contractor shall submit monthly expenditure reports by the twentieth (20th) business day following the month for reimbursement of costs for contracted services in the previous month.

4.4. The Contractor shall cooperate with, and answer all questions of, representatives of the Department conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities.

4.5. The Contractor shall provide any periodic or specialty reports as requested by the Department.

5. Performance Measures

5.1. Participants will report a decrease in past 30 day use of alcohol and non-medical prescription drugs including opioids and illicit opioids.

5.2. Participants will report a decrease in past 30 day binge drinking

5.3. Participants will report an increase in parental and peer disapproval of alcohol and non-medical prescription drug misuse.

5.4. Participants will report an increase in a perception of risk/harm of use of alcohol and non-medical prescription drug misuse.

5.5. Participants will report an increase in family communication around alcohol and drug misuse.

6. Deliverables

6.1. The Contractor shall administer the 2019 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2019 and administer a whole school survey with students in grades 9 through 12 developed by the Department in the Spring of 2020.

6.2. The Contractor shall administer a Department approved survey in the Spring of 2019 and the Spring of 2020 to 7th and 8th grades in middle schools that do not conduct the middle school Youth Risk Behavior Survey in their contracted service areas.

6.3. The Contractor shall administer the Department's pre and post survey within the first semester and within the last semester for students attending a Department funded Student Assistance Program in an institute of higher learning.

6.4. The Contractor shall provide the results of the assessment in Section 2.17 above to the Department in an electronic format within thirty (30) days after the end of year one.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor $48.00 per hour in an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with funds from the:

   2.1 Catalog of Federal Domestic Assistance (CFDA) #93.243, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Partnership for Success 2015.

   2.2 Catalog of Federal Domestic Assistance (CFDA) #93.959, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Federal Block Grant Prevention Services.

   2.3 The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

3. Payment for services shall be on a cost reimbursement basis of the hourly rate in Section 1 above, all-inclusive of both actual hours worked and other applicable expenses with operating the program pursuant to the Scope of Services. The Contractor shall be available to provide services identified in Exhibit A, Scope of Services, as needed.

4. Payment for services shall be processed as follows:

   4.1 The Contractor shall submit monthly invoices for reimbursement of actual hours worked during the month, for a total of twelve (12) invoices per year. The invoice shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

   4.2 Invoices described in Exhibit B, Method and Condition Precedent to Payment, Section 5.1 and reports identified in Exhibit A, Scope of Services must be submitted to:

   Attn: Financial Manager
   NH Department of Health and Human Services
   Bureau of Drug and Alcohol Services
   129 Pleasant St.
   Concord, NH 03301-3857

5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.

6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

8. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

9. The Contractor agrees to keep records of their activities related to Department programs and services.

10. The Contractor agrees not to use the funding in this Agreement to replace funding for a program already funded from another source.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

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

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

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

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Renewal:
   The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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

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.

Contractor Name:

7/25/18
Date

Name:
Title: CEO

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 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.

Contractor Name:

Date: 7/25/18

Name: Audrey Frank
Title: CEO

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

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:

7/25/18
Date

Name:
Title: CEO

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.

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:

Date 7/25/18

Name:
Title: CEO

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:

Date 7/25/18

Name: Mary Frank
Title: 7/25/18

HEALTH INSURANCE PORTABILITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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 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.

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	North County Health Consortium
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Nancy Frank
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
8/23/18	7/25/18
Date	Date

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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

7/25/18
Date

Name:
Title: 7/25/18

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 DUNS number for your entity is: 077711198

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

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

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

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

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

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

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

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

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Student Assistance Program

This 1st Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #1") dated this 15th day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and SAU 9 Conway School District (hereinafter referred to as "the Contractor"), a municipality with a place of business at 176A Main Street, N. Conway, NH 03818.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2018 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to renew the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3., the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, and increase the price limitation, and;

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $140,000.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Add Exhibit A, Scope of Services, Section 1.5., to read:

   1.5. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provide after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

6. Delete Exhibit B Method and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #1 Method and Conditions Precedent to Payment.

7. Add Exhibit B-1, Amendment #1.

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

5/30/19
Date

Name: Katja Fox
Title: Director

SAU 9 Conway School District

5-13-19
Date

Name: Kevin Richard
Title: Superintendent of Schools

Acknowledgement of Contractor's signature:

State of N.H., County of Carroll on May 13, 2019 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Sharon Webster Quint
Signature of Notary Public or Justice of the Peace

Sharon Webster Quint, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: SHARON WEBSTER QUINT, Notary Public
~~My Commission Expires August 5,~~ 2020

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

OFFICE OF THE ATTORNEY GENERAL

June 4, 2019
Date

Emily C. Gwerin
Name: EMILY C. GOERING
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with general funds and federal funds as follows: 97% Federal Funds from DHHS, Substance Abuse & Mental Health Services Administration, Center for Substance Abuse Treatment, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035, and 3% General Funds.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   4.1. 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 item, as specified in Exhibit B-1, Amendment #1.
   4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to jill.burke@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Division of Drug and Alcohol Services
   129 Pleasant Street,
   Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B, Amendment #1.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services

Contractor name: SAU #9 Conway School District

Budget Request for: Student Assistance Program (SS-2019-BDAS-02-STUDE-02)

Budget Period: July 1, 2019 - June 30, 2020

1. Total Salary/Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 65,000.00	$ -	$ 65,000.00	$ -	$ -	$ -	$ 65,000.00	$ -	$ 65,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 70,000.00**	**$ -**	**$ 70,000.00**	$ -	$ -	$ -	**$ 70,000.00**	$ -	**$ 70,000.00**

Indirect As A Percent of Direct 0.0%

Contractor Initials NHC

Date 5-13-19

CERTIFICATE OF VOTE

I, Joe Lentini, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Conway School District.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 9-22-14:
(Date)

RESOLVED: That the Superintendent of Schools
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 30th day of July, 2018.
(Date Contract Signed)

4. Kevin Richard is the duly elected Superintendent of Schools
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 31st day of July, 2018.

By Joe Lentini.
(Name of Elected Officer of the Agency)

Sharon Webster Quint
(Notary Public/Justice of the Peace)

(NOTARY SEAL)
SHARON WEBSTER QUINT, Notary Public
My Commission Expires August 5, 2020
Commission Expires: _____

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: / *Member Number:*	*Company Affording Coverage:*
SAU 9 Office 176A Main Street Conway, NH 03818	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - **NH Statutory Limits May Apply, If Not**	
X **General Liability (Occurrence Form)** **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence	7/1/2018	7/1/2019	Each Occurrence	$ 5,000,000
			General Aggregate	$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
X **Automobile Liability** Deductible Comp and Coll: $1,000 ☐ Any auto	7/1/2018	7/1/2019	Combined Single Limit (Each Accident)	$5,000,000
			Aggregate	$5,000,000
X **Workers' Compensation & Employers' Liability**	7/1/2018	7/1/2019	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
X **Property (Special Risk includes Fire and Theft)**	7/1/2018	7/1/2019	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ **Additional Covered Party** ☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
State of New Hampshire Department of Health & Human Services 129 Pleasant St Concord, NH 03301	**By:** *Tammy Denver* **Date:** 7/31/2018 tdenver@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Conway School Board Members

Joe Lentini - Chairperson
Dr. Michelle Capazzolli
Jess Whitelaw
Courtney Burke
Joe Mosca
Cheri Sullivan
Randy Davison

Kevin Richard

Current position

- Superintendent of SAU 9.

Education

CAGS | MAY 2016 | PLYMOUTH STATE UNIVERSITY

- Superintendent Certification (0001)

MASTERS IN EDUCATION | MAY 2002 | PLYMOUTH STATE UNIVERSITY

- Major: Education Administration and Supervision k-12 Certification
- Principal (0003) & Vocational Director (0053)

BACHELOR OF SCIENCE | MAY 1990 | KEENE STATE COLLEGE

- Major: Education
- Certification in Technology Education (1000) & Vocational Drafting (1713)

Experience

SUPERINTENDENT | SAU 9 | 2015-PRESENT

- Professional School Superintendent with experience in leading schools to greater success. Responsible for the oversight of facilities, curriculum development, budget development, student progress, program evaluation and adherence to policy and educational standards.

ASSISTANT SUPERINTENDENT | SAU 9 | JANUARY 2014-JUNE 30, 2015

- Policy development, curriculum development, budget development, professional development.
- Implementation of "workshop model" instructional practice.
- Revised k-6 literacy to align with Calkins Units of Study
- Developed a weekly administrative plc with a focus on supervision and evaluation.

PRINCIPAL| KENNETT MIDDLE SCHOOL| 2004 -JUNE 30, 2014

- Sole administrator for grades 7 & 8 with a student population of 300 students.
- Duties include: evaluation of 33 teaching staff, 15 support staff, 6 custodians, as well as budget development, student discipline, personnel hiring, and scheduling.
- Facilitated an $11 million dollar renovation of the middle school.

MWV CAREER AND TECHNICAL CENTER DIRECTOR| KENNETT HIGH SCHOOL| 2000-2004

- Administrator in charge of ten C & T programs.
- Duties include: evaluation of 25 staff members, budget development and implementation, coordination of adult education, grant writing and implementation.

TEACHER| KENNETT HIGH SCHOOL| 1990-2000

· Duties include teaching: architectural drafting, CADD, engineering technology, woodworking, and math

AWARDS & ACTIVIITIES

2013	NHASP Middle School **Principal of the Year**
2007-08	School to Career **Respect Gets Respect Award**
2003-04	Vice President of NH Vocational Directors Organization
	Chief Negotiator for Conway Education Association
	Past advisor to Kennett Junior High Outing Club
	Kennett Alumni Association Teacher of the Year
	Three times named to Who's Who Among America's Teachers

REFERENCES Updated references provided upon request.

Rick Biché

r_biche@sau9.org

Experience

Principal, A. Crosby Kennett Middle School, Conway, NH 2016-Present

- Sole administrator for grades 7 & 8 with a student population 300
- Duties include: Evaluation of 31 teaching staff, 15 support staff, 6 custodian; hiring; scheduling; budget development; and student discipline
- Align school based goals with the goals of the SAU and Conway School District Strategic Plan
- Facilitate SAU 9 Science Curriculum Committee, set vision, goals and provide monitoring of progress for grades K-12

Director, Mount Washington Valley Career & Technical Center, North Conway, NH 2014-2016 (Leave of absence for Interim Principal position)

- Provide vision and leadership for twelve CTE programs in transition to a student-led competency based assessment and reporting system.
- Provide instructional leadership and lead professional development for all Kennett High School staff.
- Facilitate development and implementation of the Conway School District Strategic Plan technology focus area.
- Collaborate to develop and take action towards district level vision and goals through the district administrative team.

Science Teacher, A. Crosby Kennett Middle School, Conway, NH. 2002-2014

- Responsible for daily planning, instruction and assessment of approximately 100 grade 7-8 students in General Science and as part of an interdisciplinary team.
- Frequent participation on various hiring committees including all science personnel, school technicians and the Middle School Principal.
- Managed the Science Department budget since 2003

Team Leader, A. Crosby Kennett Middle School, 2003-2011

- Served on a collaborative leadership team to develop and enact a vision for continuous school improvement.
- Served on the renovation committee 2004-2007 and responsible for key decisions on technology purchase, asset retention, classroom layout and science laboratory design.

Science Curriculum Leader, Conway School District, 2004-Present

- Transitioned Kennett Middle School Science from a textbook only curriculum to a content rich, technology integrated constructivist curriculum.
- Organized and aligned Science Curriculum, Grades K-12
- Leading a district-wide transition to the Next Generation Science Standards with a focus on appropriate elementary and middle level implementation.

Kennett Middle School Technology Facilitator, 2002-2014

- Initiated KMS Technology Committee leading to our school-wide technology integration plan and development of 21st century curriculum.
- Led a curriculum team to develop grades K-8 technology literacy curriculum and portfolio plan.
- Provided leadership, planning, and professional development for the school wide transition to Google Apps for Education, and Online Gradebooks.

Rick Biché
63 Overlook Drive
Center Conway, NH 03813

603-730-7234
r_biche@sau9.org

Math and Science Teacher, Acacia Middle School, Hemet, CA 2000-2002

- Responsible for daily planning, instruction, and assessment in math and science

Education

Teaching Education Program, University of Denver, 1999
M.S. Zoology, University of New Hampshire, 1995
B.A. Biology, Magna Cum Laude, University of Southern Maine, 1992

Grants and Fellowships

- Granite State Leadership Academy Fellow 2016-2019, NHSAA
- Managed Carl D. Perkins grant for the MWVCTC 2014-2016 ($75,000-$85,000 annually)
- Branding and Marketing CTE, Perkins Incentive Grant 2016 ($9600)
- Improving Access to Quality Data, Perkins Incentive Grant 2015 ($7000)
- NSF-RET Supplements on the MELNHE grant and Hubbard Brook LTER, supporting professional development for all SAU 9 middle school teachers and one high school teacher, 2012-2014 (2@ $15,000 each)
- Hubbard Brook RET Fellowship, 2012
- Technology Leadership Cohort Training (2007-2009), NH DOE, Five teachers, one principal from four district schools. ($4,000)
- NH DOE, Title IID, Technology Integration at the Conway School District, Laptops, handheld probeware and professional development for 5 classrooms ($61,000)
- MWV School to Career Externship, Mount Washington Observatory 2003

Professional Memberships

ASCD
NHASP
Association for Middle Level Educators
National Science Teachers Association

Nicki Chewning

NickiChewning@gmail.com https://www.linkedin.com/in/nicki-chewning

Multi-faceted professional educator with leadership experience and expertise in working with at-risk youth, excited for the opportunity to grow organizational capacity to meet the complex needs of the at-risk population to promote achievement in school and beyond.

- ✓ Excellent interpersonal and communication skills
- ✓ Educational, Board, and Outdoor Leadership experience
- ✓ Proven ability to build and maintain positive relationships with diverse entities
- ✓ Conflict resolution and crisis intervention skills
- ✓ Grant writing and reporting experience
- ✓ Hold State of Maine Professional Educator Certification, NH Associate Principal Intern License

PROFESSIONAL EXPERIENCE

Student Advocate & Eagle Academy Director | Kennett High School, NH | 2018 – present

- Member of the Senior Administrative Team and Leadership Team
- Director of the Adult Diploma Program Eagle Academy (EA) which serves students 16+ who have not been successful in traditional high school and those 18+ who have not yet earned a high school diploma
- Responsible for all hiring of teachers, curriculum decisions, grant and budget management for EA
- Redesigned program of studies, increased the number of career tech classes by 50%, and partnered with outside entities to offer innovative courses including Introduction to Aviation
- Work to meet the needs of all KHS students, specifically those at risk due to truancy, homelessness, court involvement, and DHHS intervention
- Oversee the WYLD Program – a class for at-risk student with a an emphasis on social-emotional skills, healthy habits and positive coping strategies
- Administrator for the Social Studies department responsible for the observation and evaluation of department faculty

Director, Outlook Program | Fryeburg Academy, Fryeburg ME | 2012 – present

- Designed and implemented innovative experiential-based alternative education program to serve at-risk 9th and 10th grade students from which greater than 90% of participants have graduated or are still attending school
- Developed collaborative relationships with individuals, community sponsors, businesses, non-profits and grant makers to advance program outcomes
- Procured grant funding and sponsorship which increased the program budget by 40%
- Planned and tracked all expenditures and managed budget responsibly
- Created and taught sustainability-themed interdisciplinary curriculum with a strong emphasis on social-emotional skills and growth
- Founded long-term community service partnership with local animal shelter
- Worked closely with healthcare providers, mental health professionals, case managers, juvenile justice professionals and state agencies to effectively meet the complex needs of students and families

Imaging Technologist | Memorial Hospital, North Conway NH | 2004 – 2016

- Multi-modality technologist proficient in CT and X-ray
- Provided exceptional care to patients suffering from trauma, acute illness and chronic disease
- Worked in partnership with providers from many specialties including: neurology, orthopedics, family practice, hospitalist, ER, general surgery, urology, OB etc.
- Received numerous recognitions from staff and administration for being a collaborative team member and for providing outstanding patient care

Biology Teacher | Fryeburg Academy, Fryeburg ME | 2000 – 2004

- Taught complex scientific content to students in a clear, easy-to-understand manner
- Designed and delivered curriculum with creative and engaging presentation
- Implemented service-learning project in conjunction with The Nature Conservancy

Ed Tech III | Fryeburg Academy, Fryeburg ME | 1999 – 2000

- Worked with students with multi-handicapping disabilities to learn functional life skills

Team Building Facilitator |Venture Up, Phoenix, AZ | 1997 – 1998

- Led team building initiatives and trainings for corporate clients in AZ, TX, FL
- Coached clients to improve communication and trust, build collaboration, and solve problems creatively

Regional Sales Representative | Charm Sciences, Malden MA| 1996 – 1997

- Northeast Territory ME, NH, VT, MA, CT, NY, NJ, RI
- Generated leads and developed new customers while growing sales of existing accounts by 15%
- Anticipated clients need and provided exceptional customer service
- Accounts included Ocean Spray (MA), Jordan's Meats (ME) and IFF (NJ)

EDUCATION

C.A.S., Educational Leadership
University of Southern Maine, 27 credits completed
Concentration in Students At Risk

M.S., Education
University of Southern Maine, 2003

B.S., Animal Science: Bioscience & Technology
University of New Hampshire, 1996

A.S., Radiography
Southern Maine Community College, 2006

OTHER EXPERIENCE

Executive Board Member, Harvest Hills Animal Shelter (2016-present)

- Engage in strategic planning for sustainability and long term financial health of the shelter that cares for homeless dogs and cats from 19 communities
- Responsibly manage $500k yearly operating budget
- Develop marketing campaigns to optimize participation in various fundraising events

Advisory Board Member, Alternative Education Association of Maine (2013-present)

- Designed and launched Facebook page to disseminate information about the group and promote relevant learning opportunities
- Planned and hosted meetings for the organization and members

Member, Human Centered Design Alternative Education Think Tank (2014-2015)

- Collaborated with education leaders, alternative educators and business leaders throughout Maine to examine the effects of proficiency-based diplomas on alternative students and to propose a valid assessment for these students to the Maine Department of Education and Maine Legislature
- Co-authored white paper on committee findings that was presented to the Maine Commissioner of Education and the Maine Legislature

Chapter Director, Trips for Kids (2013-2018)

- Founded independent chapter of national non-profit organization
- Advanced organization's mission by leading trips to get kids riding bikes
- Procured yearly grants to purchase and maintain bikes and equipment
- Taught intensive three-week introduction to mountain biking course each spring

Farm Development Committee Member, Fryeburg Academy (2014-2018)

- Researched school farm programs, permaculture and farm planning consultants, and grants
- Contributed to creation of a vision for sustainable school farm and agricultural learning center
- Co-wrote USDA Farm to School Implementation Grant 2016
- Attended Maine Farm to Institution Summit – Fall 2016

Northwest Earth Institute's Menu for the Future Spring 2017

- Participated in six week discussion-based course about the current and future state of our food system
- Established relationships with others interested in promoting sustainable consumer practices and those involved in the local food movement in the community

NAMI Suicide Prevention Gatekeeper training and certification 2014

CPI Annual Conference: Creating Positive Climates for Youth 2016, 2017

Healthy Oxford Hills Community Health Coalition Volunteer (2009 -2010)

Sean Patrick O'Brien

~STUDENT-FOCUSED EDUCATOR, FACILITATOR & Director~

"Sean has used experiential education & recreation as a vehicle to empower the students he works with to lead and promote the benefits of a healthy lifestyle."

-Wendy Hamill, Guidance Director Lin-Wood Public School

INTRODUCTION

Dynamic and passionate professional who has a proven and accomplished record working with students of all ages; over twenty successful years utilizing his knowledge and skills to meet the unique needs of the community from a wide range of backgrounds. Has introduced a number of Innovative programs, clubs and intramural sports based on needs assessments such as Project D.J. "For Youth By Youth," Youth Leadership Through Adventure an adventure approach to teaching service learning and leadership skills, Outing club intramural tennis, golf and basketball.

EDUCATION & CERTIFICATIONS

1996-2001 Plymouth State College — Plymouth, NH
Bachelor of Science, Physical Education
Option: Recreation Leadership
Minor: Health

PROFESSIONAL EXPERIENCE

Profile Middle High School
Project SUCCESS Counselor

Implementing the Evidence Based Intervention Project SUCCESS at Profile Public School with fidelity.

A.D.A.P.T., Inc. - Lincoln, NH
Project SUCCESS Counselor/ Executive Director

Determining the mission and purpose of the organization. Leading and inspiring all aspects of the organization including planning, administering needs assessments, budgeting, programming, financial reporting, payroll, resource management, human resources, fundraising, grant writing, social enterprise, public relations, special events and the training and supervision of staff. Implementing the Evidence Based Intervention Project SUCCESS at Lin-Wood Public School with fidelity. Supporting the mission of the organization and creating sustainable model programs.

North Country Health Consortium - Littleton, NH
2010-Present
Regional Coordinator North Country Prevention Youth Council

Facilitation and planning of bi-weekly meetings for student leaders from nine North Country High Schools focused on the welfare of their peers as wells their respective communities. Planning, organizing and facilitation of an annual middle and high school youth leadership conference focused on prevention and improving school climate.

Middle School Boys Basketball Coach

[redacted] - Plymouth, NH [redacted] 2008-Present

Facilitating the Evidence Based Intervention Prime for Life for University alcohol policy violators on a bi-weekly basis.

[redacted] - Plymouth, NH 2006-2010

Implementation of culturally sensitive experiential programming for at-risk youth; including rock climbing, backpacking, snowshoeing, white water rafting and service learning.

[redacted] - North Woodstock, NH 2006-2010

Marketing, training staff, scheduling, payroll, Purchasing and maintenance of equipment.

[redacted] 1992-1999

Programming, planning and organizing field trips, mentoring, designing and building of a challenge course. Working with children in grades 1-12 by developing and offering a unique after school and summer adventure program.

Additional Relevant Training

Skills/Training/Certification:

Supervision
Grant writing
Collaboration
Innovative programming
Excellent communication and writing skills.
Proficient with Microsoft Word, Microsoft Excel and Power point
Able to work independently and under pressure also.
Coalition Building
Strategic Planning
Smoking Cessation (N-O-T) Not on Tobacco certified facilitator
Certified Drug and Alcohol Prevention Specialist
EBI Project SUCCESS certified facilitator
EBI CMCA certified facilitator and Trainer
EBI Prime for Life! Under 21 Risk reduction curriculum certified facilitator
EBI Botvin's Life Skills curriculum certified facilitator
EBI Reconnecting Youth certified facilitator
EBI Project Alert curriculum certified facilitator
EBI Project Venture certified facilitator and Trainer
MET/CBT (Motivational Enhancement Therapy/ Cognitive behavioral Therapy) certified facilitator
GAIN (Global Appraisal of Individual Needs) Screening and Assessment tool. Project Advanced Group Facilitation Skills

New England Institute of Addiction Studies Courses Completed:

Adolescent Brain Development
Environmental Prevention Strategies
Prevention for the 18-25 year old population
Skills for the Student Assistance Person
Substance Abuse Prevention Specialist

Getting to Outcomes Plus
Community based Prevention using simple, low cost, evidence-based kernels and behavior vaccines
Implementing Culturally Competent Prevention Programs

Masters Level Courses taken:
Project Venture Training (Certified Trainer)
Achieving Fitness: An Adventure Approach
Adventure Approach to Teaching health and Wellness
Experiential Education Approach to bullying & Conflict Resolution
Debriefing & Processing Tools
Adventure with Youth At-Risk
Youth Leadership Institute (Certified Trainer)
Engaging Activities for Social and Emotional Learning

Marissa L. Maitland

mmaitland@nhia.edu

Employment

ADAPT
Student Assistance Provider
Campton, NH/Conway, NH
Oct 2018-Present

As the SAP for both Kennett High School and Kennett Middle School in Conway, NH I teach students in need of academic or social support the skills to define and create personal success. Through social-emotional and experience based activities I work to connect students in grades 8-12 with their peers and communities with the intent of lowering the frequency and severity of substance use among adolescents.

Memorial Hospital
Emergency Department Registration
North Conway, NH
Oct 2017-Oct 2018

As the emergency department registration clerk it was my job to discern the needs of patients quickly and efficiently, connect them with the appropriate care, and to collect the necessary data as accurately as possible in as little time as possible. This required me to have rock-solid communication, prioritization, observation, and organizational skills. Meticulous record keeping was an integral part of the job as was my unflappability in the face of challenge or crisis.

New Hampshire Institute of Art
Admissions Counselor
Manchester, New Hampshire
Jan 2016- Jun 2017

In this unique role, I conducted in office and on-the-road outreach to organizations, teachers, and students at the high school (and occasionally college) level. My role on-campus was to to assess and declare the college readiness of applicants within my assigned territory; my role off campus was to teach students first hand so they could get a feel for the programs we offered. This meant forming concrete relationships with students, families, school representatives, teachers, and supporting organizations quickly and in a variety of settings and districts. Being able to authentically connect with students and faculty was paramount to my success in this position. Also important was my ability to connect individuals with the appropriate resources which often meant anticipating their needs before they were able to. I was also responsible for designing and implementing the processes by which we evaluated prospective students and coordination of our student workers.

Best Buy
Mobile Lead, Sales Consultant--Gold Certified
Apple Master
Manchester, New Hampshire
Aug 2012-Jan 2016

As a lead and sales consultant it was my job to educate, lead, and inspire both customers and employees in sales while meeting projected sales goals. It was my job to ask open-ended questions to determine a solution, or solutions, which would result in the most positive customer experience possible. I underwent extensive trainings to be able to educate my team on how to conduct themselves ethically and in accordance with the company's values while protecting sensitive customer information.

YWCA
Advocate
Manchester, New Hampshire
2015

I served as a specially trained and certified advocate for the YWCA where I provided 24-hour confidential crisis counseling to individuals subject to domestic or sexual violence over the phone and

in person. I received my certification of confidentiality from the state of New Hampshire pursuant to NH RSA 173C:1 as it pertains to cases of partner violence. I was responsible for documenting and submitting all client services performed by me over the phone and in-hospital during each 12 hour shift and connecting clients with resources when and where appropriate depending on their needs.

New Hampshire Institute of Art — Manchester, New Hampshire
Computer Lab Monitor — **2009-2011**
Painting Department Assistant
Library Assistant

I took on many roles at NHIA to assist and educate my peers as well as provide clerical support for staff/faculty. I received training pertinent to Mac OS, large format printers, numerous softwares used throughout campus (including Adobe Suite and Office), library science, and campus communication.

Education

New Hampshire Institute of Art
Bachelor of Fine Arts 2014

Manchester Community College
Credits in: American Sign Language, Psychology, Abnormal Psychology, Human Growth and Development, Art History, Anatomy and Physiology

Additional Skills and Training

Advanced graduate of world-renowned success coach Jack Canfield's Breakthrough To Success (BTS)—this training is world renowned and aimed at teaching 100% accountability, goal setting, networking, forging authentic connection, and pursuing a life of passion, with the objective of reaching one's full potential.

Pathways to Success for Youth team member—this organization's goal is to bring the BTS training to young adults and teens.

Original Experience and Job Hunt School Graduate and Ambassador—a program for recent grads on navigating the world of job hunting and finding career fulfillment.

Trained in RIM Essentials—this training was specifically created for educators and those working in schools as a tool to aid students with emotional awareness and healthy trauma response.

Title IX certification which I acquired during my employment at NHIA. This paired with my experience with the YWCA make me better equipped to deal with the disclosure of incidences of sexual harassment, violence, or inequality in a school setting.

Volunteer for Kennett Middle School—as a volunteer at KMS I have assisted in facilitating team building activities with middle school students.

Key Personnel

Kevin Richard - Superintendent of Schools, SAU 9
Rick Biche - A. Crosby Kennett Middle School Principal
Nicki Chewning - Director of Eagle Academy/Student Advocate
Sean O'Brien - Executive Director at Adapt
Marissa Maitland - Student Assistance Provider

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

August 21, 2018

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, Bureau of Drug and Alcohol Services, to enter into **sole source** agreements with vendors listed in the table below to provide Student Assistance Program services in an amount not to exceed $902,289 effective upon Governor and Executive Council approval through June 30, 2019. 98.63% Federal Funds, 1.37% General Funds.

Vendor	Vendor Number	Location	Amount
Conway School District – SAU #9	159846-B001	North Conway	$70,000
Milton School District – SAU #64	156682-B001	Milton	$50,000
North Country Education Services	154707-B001	Gorham	$100,000
North Country Health Consortium, Inc.	158557-B001	Littleton	$300,000
Portsmouth School District – SAU #52	177463-B006	Portsmouth	$70,000
Rochester School District – SAU #54	177467-B004	Rochester	$100,000
Sanborn Regional School District – SAU #17	154453-B001	Kingston	$37,500
Seacoast Youth Services	203944-B001	Seabrook	$70,000
Second Start	177224-B002	Concord	$104,789
		Total:	**$902,289**

Funds are available in the following accounts for SFY 2019.

05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVS, PREVENTION SVS

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	92057502	$440,000
			Subtotal:	*$440,000*

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVS, PFS2 GRANT

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	92052407	$462,289
			Subtotal:	$462,289
			Total Contract:	**$902,289**

EXPLANATION

This request is **sole source** because the vendors have effectively operated the student assistance program for a period of two (2) to five (5) years. Research demonstrates that substance misuse prevention education is most successful when the program is delivered in a consistent manner over a course of five (5) plus years to impact each cohort of grades. Additionally, to meet the federal evaluation requirements, the New Hampshire Bureau of Drug and Alcohol Services must demonstrate sustained outcomes throughout the grant periods.

This request represents nine (9) of twelve (12) contracts to provide Student Assistance Program Services. The Department anticipates awarding the remaining three (3) contracts at the next available Governor and Executive Council meeting, upon receipt of the fully executed contract documents.

The purpose of this request is to address underage drinking and prescription drug misuse and abuse in high need populations through the administration of a Student Assistance Program. The Student Assistance Program leverages the State's existing prevention system, resources and capacities to effect change in priority substance abuse areas among high need populations in the communities where those populations reside.

The vendors will implement Student Assistance Programming (SAP) using the evidenced based Project Success in twenty (20) high schools, twenty-three (23) middle schools and one (1) community college in an effort to serve 18,837 New Hampshire youth in order to prevent and reduce underage drinking, high risk drinking and the use of non-medical prescription drugs including opioids and illicit opioid drug use.

The vendors will conduct alcohol and other drug screenings, individual support sessions, group support sessions, and referrals to drug and alcohol treatment providers when indicated by the screening. Additionally, the vendors will provide students and parents with targeted drug and alcohol education to improve understanding of risks associated with prescription drug and underage alcohol use as well as the developmental milestones and brain development of adolescents. The scope of work in these agreements require the vendors to incorporate community level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

Student Assistance Programs work collaboratively with the Department and the NH Center for Excellence to improve the quality of services to students as well as to collect data to make data driven decisions on school-based prevention programming. Based on the Youth Risk Behavior Surveillance Survey trend data from 2013 to 2017 results for the schools indicate statistically significant changes in the following:

- Increase in students' perception of risk for the use of alcohol and non-medical prescription drugs,
- Increase in students' reporting parent and peer disapproval for the use of alcohol and non-medical prescription drugs, and

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

- There will be an increase in the percentage of students who report a high risk of harm for using substances (alcohol, marijuana, non-medical prescription drugs, heroin) on the Youth Risk Surveillance Survey (YRBS).
- There will be an increase in the percentage of students who report their parents/caregivers and peer would disapprove if they used substances on the YRBS.
- There will be a decrease in the percentage of students who report they used substances in the past 30 days on the YRBS.
- Decrease in students' reporting past 30 day use of alcohol and non-medical prescription drugs.

As referenced in the Exhibit C-1 of these agreements, the Department reserves the right to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, 18,837 students, statewide, may not receive the support and substance misuse prevention education that may be needed during critical adolescent development years. Lack of these support services could result in: higher prevalence rates of underage drinking and drug use, misuse and abuse of prescription medication, and an escalation in adverse childhood experiences such as a trauma related to parental/caregiver substance abuse.

Area served: Statewide.

Source of Funds: 98.63% Federal Funds from Department of Health & Human Services (DHHS), Substance Abuse & Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, DHHS, SAMHSA, Center for Substance Abuse Prevention, and 1.37% General Funds.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Student Assistance Program Contracts

FISCAL DETAILS

05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SVS 97% Federal Funds 3% General Funds

Conway (Kennett) School District SAU #9, Vendor # 159846-B001

State Fiscal Yea	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$70,000
			Sub Total:	$70,000

Milton School District SAU #64, Vendor # 156682-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$50,000
			Sub Total:	$50,000

Newport School District SAU #43, Vendor #159924-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$0
			Sub Total:	$0

North Country Health Consortium, Vendor #158557-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$100,000
			Sub Total:	$100,000

Portsmouth School District SAU #52, Vendor # 177463-B006

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$70,000
			Sub Total:	$70,000

Sanborn Regional District SAU #17, Vendor # 154453-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$37,500
			Sub Total:	$37,500

Seacoast Youth Services, Vendor #203944-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$70,000
			Sub Total:	$70,000

Second Start

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$42,500
			Sub Total:	$42,500
			Prevention Sub Total:	$440,000

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, PFS2 GRANT 100% Federal Funds

Claremont School District SAU #6, Vendor # 177374-B005

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$0
			Sub Total:	$0

Manchester School District SAU #37, Vendor # 177323-B003

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$0
			Sub Total:	$0

North Country Education Services, Vendor # 154707-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$100,000
			Sub Total:	$100,000

North Country Health Consortium, Vendor # 158557-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$200,000
			Sub Total:	$200,000

Rochester School District SAU #54, Vendor # 177463-B006

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$100,000
			Sub Total:	$100,000

Second Start, Vendor #177224-B002

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$62,289
			Sub Total:	$62,289
			PFS2 Sub Total:	$462,289
			Total Contract Amount:	**$902,289**

Subject: Student Assistance Program (SS-2019-BDAS-02-STUDE-02)

FORM NUMBER P-37 (version 5/8/15)

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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name SAU # 9 - Conway School District		1.4 Contractor Address 176A Main St. N. Conway, NH 03818	
1.5 Contractor Phone Number 603-447-8368	1.6 Account Number 05-95-92-920510-33800000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation $70,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature K. R.		1.12 Name and Title of Contractor Signatory Kevin Richard Superintendent of Schools	

1.13 Acknowledgement: State of N.H. , County of Carroll

On July 30, 2018 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Sharon Webster Quint

[Seal]

SHARON WEBSTER QUINT, Notary Public
My Commission Expires August 5, 2020

1.13.2 Name and Title of Notary or Justice of the Peace

Sharon Webster Quint

1.14 State Agency Signature Date: 8/23/18	1.15 Name and Title of State Agency Signatory Katja S Fox, Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Megan A. Yeo, Attorney	On: 9/4/18
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 as indicated in block 1.18, 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 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials NLR
Date 7/30/16

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Date 7/30/18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Contractor shall provide Student Assistance Programming to address prevention of underage drinking among person aged 12 to 20, and prevention and reduction of high-risk drinking, prescription drug misuse including opioids and illicit opioid among persons aged 12 to 25 in the school district that have been identified as "high need, high risk" communities as follows: Kennett middle school and high school.

2. Scope of Work

2.1. The Contractor shall select and ensure an evidence-based screening tool, as approved by the Department, utilized to screen all students referred for services that must include an assessment of the individual, family, substance use issues, and if a referral to treatment is appropriate.

2.1.1. The Contractor shall submit the evidence based screening tool to be used to the Department within thirty (30) days of the contract effective date.

2.2. The Contractor shall ensure students are referred to appropriate school-based service or community providers as indicated by the individual screening results.

2.3. The Contractor shall collaborate with the schools to maintain and/or develop a protocol for referrals to the appropriate provider.

2.4. The Contractor shall conduct Individual Support Sessions for the purpose of crisis intervention and to determine a student's motivation to participate in Project Success groups. Project Success groups are defined as:

2.4.1. Endorsed by the Substance Abuse and Mental Health Services Administration as Evidenced-Based prevention program.

2.4.2. Implemented by specially trained student assistance counselors whom are located in schools 2-5 days a week.

2.4.3. Research-based program that use interventions effective in reducing risk factors and enhancing protective factors.

2.5. The Contractor shall conduct Individual sessions as needed to assist students with the following, but not limited to:

2.5.1. Identifying and resisting social and situational pressures to use substances.

2.5.2. Correcting misperceptions about the prevalence and acceptability of substance use.

2.5.3. Focusing on the personal consequences of substance use.

2.5.4. Teaching and providing opportunities to practice resistance and coping skills.

2.5.5. Identifying barriers to using the newly developed skills or adopting healthy attitudes.

2.6. The Contractor shall conduct group sessions that are modeled after Project Success including, but not limited to:

2.6.1. Newcomers Group.

2.6.2. Children of Substance Abusing Parents Group

2.6.3. Seniors Group

2.6.4. Alcohol and other Drug Assessment Education Group.

2.6.5. Sibling Group.

2.6.6. Non-Users Group.

2.6.7. Parents, Peers, and Partying Group.

2.6.8. Users Group.

2.6.9. Users/Children of Substance Abusing Parents Group.

2.6.10. Recovery Group.

2.7. The Contractor shall conduct Group Support Sessions. During the first session of each group, confidentiality and boundaries shall be addressed and clarified to ensure students are provided with confidentiality guidelines. Group Sessions shall include, but is not limited to:

2.7.1. Assisting students in an effort to identify and resist social and situational pressures to use substances, correct misperceptions about the prevalence and acceptability of substance use.

2.7.2. Assisting students to focus on the personal consequences of use.

2.7.3. Teaching and provide opportunities to practice resistance and coping skills.

2.7.4. Identifying barriers to using the skills or adopting healthy attitudes.

2.8. The Contractor shall provide parent education about the non-medical misuse of prescription drugs and underage drinking and binge drinking. Topics shall include developmental information including, but not limited to:

2.8.1. How the use of substances such as alcohol or other drugs affect the adolescent brain.

2.8.2. Youth access to substances.

2.8.3. How perception of parental disapproval impacts use.

2.9. The Contractor shall enhance parent education services via the current parent education services being offered at the school and local levels.

2.10. The Contractor shall provide prevention education services during transitional years (i.e. 7th and 9th grades) which topics shall include, but are not limited to:

2.10.1. Being an adolescent.

2.10.2. Alcohol, tobacco and other drug information.

2.10.3. Family dynamics and pressures.

2.10.4. Skills for coping with stress and life pressure.

2.11. The Contractor shall conduct a minimum of three (3) school and/or community centered environmental strategies each year of funding. The Contractor may utilize existing groups and programs to enhance and meet this requirement.

2.12. The Contractor shall enhance services through the utilization of marketing and media tools. The Contractor shall complete this work in conjunction with work being done at the state level and the local level with community partners such as the Regional Public Health Network, Drug-Free Coalitions, and other local organizations. The Contractor may utilize existing groups to enhance and meet this requirement.

2.13. The Contractor shall participate in evaluation efforts conducted by the Department in order to use data to drive continuous quality improvement.

2.14. The Contractor shall administer the 2019 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2019 and administer a whole school survey with students in grades 9 through 12 developed by the Department in the Spring of 2020.

2.15. The Contractor shall administer a Department approved survey in the Spring of 2019 and the Spring of 2020 to 7th and 8th grades in middle schools that do not conduct the middle school Youth Risk Behavior Survey in their contracted service areas.

2.16. The Contractor shall conduct an assessment by comparing current school policies related to the use of alcohol and other drugs against the Model School Policy that was developed by the Governor's commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment by end of year one.

2.16.1. The Contractor shall implement best practices in the school's policies related to the use of alcohol and other drugs according to the Model School Policy in Section 2.16 above by end of year two.

2.17. The Contractor shall participate in all required meetings and trainings which shall include, but are not limited to:

2.17.1. Student Assistance Program Community of Practice.

2.17.2. Learning Collaborative Meetings.

2.17.3. Mandatory trainings.

2.18. The Contractor shall provide one full-time equivalent staff person to every one-thousand (1,000) students.

2.18.1. This position may be pro-rated for schools that serve less than 1,000 students.

2.18.2. If the school contains less than 1,000 students the Contractor shall ensure the staff person is available a minimum of two (2) days per week and shall not serve more than two buildings or campuses.

2.19. The Contractor shall provide one (1) Student Assistance counselor who shall obtain Certified Prevention Specialist (CPS) status within one (1) year of hire.

2.19.1. The Contractor shall submit a plan to the Department if this is not achieved.

2.20. The Contractor shall allow a Department approved team to conduct quarterly site reviews. The team shall include, but is not limited to:

2.20.1. Student Assistance Counselor(s).

2.20.2. Contractor or designee.

2.20.3. Department.

2.20.4. Representative of the New Hampshire Center for Excellence, if appropriate.

2.20.5. The site visit shall include, but are not limited to:

2.20.5.1. Review of the Contractor's systems of governance.

2.20.5.2. Administration.

2.20.5.3. Data collection and submission.

2.20.5.4. Policies for ensuring student confidentiality.

2.20.5.5. Financial management in order to assure systems are adequate to provide the contracted services.

2.20.6. The Contractor shall make corrective actions as advised by the review team in contracted services are not found in accordance with this contract.

3. Staffing

3.1. The Contractor shall provide one (1) Student Assistance counselor who shall obtain Certified Prevention Specialist (CPS) status within one (1) year of hire.

3.1.1. The Contractor shall submit a plan to the Department if this is not achieved.

4. Reporting

4.1. The Contractor shall communicate and submit required records via e-mail.

4.2. The Contractor shall enter and complete monthly data reporting in the New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the month.

4.3. The Contractor shall submit monthly expenditure reports by the twentieth (20th) business day following the month for reimbursement of costs for contracted services in the previous month.

4.4. The Contractor shall cooperate with, and answer all questions of, representatives of the Department conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities.

4.5. The Contractor shall provide any periodic or specialty reports as requested by the Department.

5. Performance Measures

5.1. Participants will report a decrease in past 30 day use of alcohol and non-medical prescription drugs including opioids and illicit opioids.

5.2. Participants will report a decrease in past 30 day binge drinking

5.3. Participants will report an increase in parental and peer disapproval of alcohol and non-medical prescription drug misuse.

5.4. Participants will report an increase in a perception of risk/harm of use of alcohol and non-medical prescription drug misuse.

5.5. Participants will report an increase in family communication around alcohol and drug misuse.

6. Deliverables

6.1. The Contractor shall administer the 2019 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2019 and administer a whole school survey with students in grades 9 through 12 developed by the Department in the Spring of 2020.

6.2. The Contractor shall administer a Department approved survey in the Spring of 2019 and the Spring of 2020 to 7th and 8th grades in middle schools that do not conduct the middle school Youth Risk Behavior Survey in their contracted service areas.

6.3. The Contractor shall provide the results of the assessment in Section 2.16 above to the Department in an electronic format within thirty (30) days after the end of year one.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor $48.00 per hour in an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with funds from the:

   2.1 Catalog of Federal Domestic Assistance (CFDA) #93.959, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Federal Block Grant Prevention Services.

   2.2 The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

3. Payment for services shall be on a cost reimbursement basis of the hourly rate in Section 1 above, all-inclusive of both actual hours worked and other applicable expenses with operating the program pursuant to the Scope of Services.

4. The Contractor shall be available to provide services identified in Exhibit A, Scope of Services, as needed.

5. Payment for services shall be processed as follows:

   5.1 The Contractor shall submit monthly invoices for reimbursement of actual hours worked during the month, for a total of twelve (12) invoices per year. The invoice shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

   5.2 Invoices described in Exhibit B, Method and Condition Precedent to Payment, Section 5.1 and reports identified in Exhibit A, Scope of Services must be submitted to:

   Attn: Financial Manager
   NH Department of Health and Human Services
   Bureau of Drug and Alcohol Services
   129 Pleasant St.
   Concord, NH 03301-3857

6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

10. The Contractor agrees to keep records of their activities related to Department programs and services.

11. The Contractor agrees not to use the funding in this Agreement to replace funding for a program already funded from another source.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Contractor Initials MR
Date 7/30/18

REVISIONS TO GENERAL PROVISIONS

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

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

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

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Renewal:
   The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Contractor Initials NR
Date 7/30/18

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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

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.

Contractor Name:

7/30/18
Date

KEVIN RICHARD
Name:
Title: SUPERINTENDENT SAU 9

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 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.

Contractor Name:

7/30/18
Date

KEVIN RICHARD
Name:
Title: SUPERINTENDENT SAU9

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

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:

7/30/16
Date

KEVIN RICHARD
Name:
Title: SUPERINTENDENT SAU 9

Contractor Initials KR
Date 7/30/18

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.

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:

7/30/18
Date

KEVIN RICHARD
Name:
Title: SUPERINTENDENT SAU9

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:

7/30/18
Date

KEVIN RICHARD
Name:
Title: SUPERINTENDENT SAU 9

HEALTH INSURANCE PORTABILITY 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, TitleXIII, 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.

Contractor Initials NKR

Date 7/30/18

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

Contractor Initials NR

Date 7/30/18

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.

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	Conway School District - SAU #9
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Kevin Richard
Name of Authorized Representative	Name of Authorized Representative
Director	Superintendent of Schools
Title of Authorized Representative	Title of Authorized Representative
8/23/18	7/30/18
Date	Date

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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

7/30/18
Date

KEVIN RICHARD
Name:
Title: SUPERINTENDENT SAU 9

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 DUNS number for your entity is: 040229718

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: _____

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

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

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

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

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

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

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

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

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

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

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

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

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

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

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

VI. PERSONS TO.CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Student Assistance Program

This 1st Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #1") dated this 15th day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and SAU 17 Sanborn Regional School District (hereinafter referred to as "the Contractor"), a municipality with a place of business at 17 Danville Road, Kingston, NH 03848.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2018 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to renew the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3., the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, and increase the price limitation, and;

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $75,000.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Add Exhibit A, Scope of Services, Section 1.5., to read:

   1.5. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provide after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

6. Delete Exhibit B Method and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #1 Method and Conditions Precedent to Payment.

7. Add Exhibit B-1, Amendment #1.

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/6/19
Date

Name: Katja Fox
Title: Director

SAU 17 – Sanborn Regional School District

June 5, 2019
Date

Name: Thomas Ambrose
Title: Superintendent

Acknowledgement of Contractor's signature:

State of New Hampshire County of Rockingham on 6/5/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Phyllis Kennedy - Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: 2-15-22

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

OFFICE OF THE ATTORNEY GENERAL

6/6/19
Date

Name: Lisa M. English
Title: Special Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

Name:
Title:

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with general funds and federal funds as follows: 97% Federal Funds from DHHS, Substance Abuse & Mental Health Services Administration, Center for Substance Abuse Treatment, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035, and 3% General Funds.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements, which includes an in-kind match of an amount equal to a minimum of 25% of the federal grant identified in Subsection 2.2, above.
4. The Contractor shall ensure the annual 25% required match in Section 3, above, is in non-federal contributions either in cash or in-kind related to directly providing project activities and goals related to the Student Assistance Program as approved by the Department.
5. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
6. Payment for said services shall be made monthly as follows:
   6.1. 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 item, as specified in Exhibit B-1, Amendment #1.
   6.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   6.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   6.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to jill.burke@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Division of Drug and Alcohol Services
   129 Pleasant Street,
   Concord, NH 03301

10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B, Amendment #1.

11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

12. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services

Contractor name: SAU 17 Sanborn Regional School District

Budget Request for: Student Assistance Program (SS-2019-BDAS-02-STUDE-10)

Budget Period: July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,391.56	$ -	$ 55,391.56	$ 30,773.09	$ -	$ 30,773.09	$ 24,618.47	$ -	$ 24,618.47
2. Employee Benefits	$ 28,983.44	$ -	$ 28,983.44	$ 16,101.91	$ -	$ 16,101.91	$ 12,881.53	$ -	$ 12,881.53
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 84,375.00	$ -	$ 84,375.00	$ 46,875.00	$ -	$ 46,875.00	$ 37,500.00	$ -	$ 37,500.00

Indirect As A Percent of Direct: 0.0%

Contractor Initials: TA

Date: 6-5-19

CERTIFICATE OF VOTE

I, Peter Broderick, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Sanborn Regional School District
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on June 5, 2019
(Date)

RESOLVED: That the Thomas J. Ambrose
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5th day of June, 2019.
(Date Amendment Signed)

4. Thomas J. Ambrose is the duly elected Superintendent
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Peter Broderick
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 5th day of June, 2019.

By Peter Broderick.
(Name of the Elected Officer of the Agency)

Phyllis A. Kennedy
(Notary Public/Justice of the Peace)

PHYLLIS A. KENNEDY - NOTARY PUBLIC - STATE OF NEW HAMPSHIRE - MY COMMISSION EXPIRES FEBRUARY 15, 2022

NOTARY SEAL

Commission Expires: 2-15-22

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Sanborn Regional School District SAU #17 Room 346 17 Danville Road Kingston, NH 03848	934	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X **General Liability (Occurrence Form)**	7/1/2018	7/1/2019	Each Occurrence	$ 5,000,000
Professional Liability (describe)	7/1/2019	7/1/2020	General Aggregate	$ 5,000,000
☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability			Combined Single Limit (Each Accident)	
Deductible Comp and Coll: $1,000			Aggregate	
Any auto				
X **Workers' Compensation & Employers' Liability**	7/1/2018	7/1/2019	X Statutory	
	7/1/2019	7/1/2020	Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ **Additional Covered Party**	☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301			**By:** *Mary Beth Purcell* **Date:** 5/16/2019 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Sanborn Regional School District
School Board Members
2019-20

1. Peter Broderick, Chair
   Term Expires 2022

2. Electra Alessio
   Term Expires 2020

3. James Baker
   Term Expires 2020

4. Pamela Brown, Vice Chair
   Term Expires 2021

5. Jameson Fitzpatrick
   Term Expires 2022

6. Larry Heath
   Term Expires 2021

7. Tammy Mahoney
   Term Expires 2020

Curricula Vitae

Education

New England College
C.A.G.S in Educational Leadership: Superintendent Certification (currently enrolled)

University of Massachusetts, Lowell MA
M.Ed. in Educational Administration (May of 2004)

Boston University, Boston MA
BA in Pure Mathematics (May 2001)
BS in Secondary Mathematics Education (May 2001)

Awards & Recognitions

Awards & Recognitions

- As Principal, High School Received the 2018 NH Excellence in Education Award
- Received the 2017 New Hampshire Secondary School Principal of the Year Award from the New Hampshire Association of School Principals
- Received 2016 Impact Award from the New Hampshire School Library Media Association
- Named 2015 Getting Smart "50+ Learning Leaders at #iNACOL15"
- Named the NH High School Principal of the Year "Runner Up" in 2013 by the NH Association of School Principals
- Named a Merrimack Valley "40 Under 40" award recipient for 2012 by the Merrimack Valley Business Magazine / Eagle Tribune Publishing Co.
- Named the NH Assistant Principal of the Year "Runner Up" in 2010 by the NH Association of School Principals

Certification & Licensure

Certification & Licensure

- NH Certificate #86312: Principal and Mathematics Education 7-12, expires 2021.
- MA Certificate #370842: Principal and Mathematics Education 9-12, expires 2019.
- Member of NHASP: New Hampshire Association of School Principals
- Member of NASSP: National Association of Secondary School Principals
- Member of iNACOL: International Association for K-12 Online Learning
- Member of Learning Forward Organization

Employment & Experience

Principal: Sanborn Regional High School, Kingston, NH. (Jul '10 – Present)

- Developed and implemented a school-wide personalized learning model through a competency-based learning system
- Oversaw the implementation a first-of-its-kind in the nation school accountability model known as Performance Assessment of Competency Education (PACE).

Contact Information:

Brian M. Stack

Employment (Continued)

- Oversaw the organizational redesign of the high school into small learning communities focused on student learning
- Assisted in the development of a new teacher evaluation model for District
- Responsible for all issues related to the 700 students and 100 staff members
- Annually developed and monitored the operating budget for the school
- Implemented several new initiatives designed to improve communication with all stakeholders
- Expanded college offerings by fostering partnerships with several area colleges and universities in Massachusetts and New Hampshire
- Oversaw a complete review of the school's culture and climate in 2012
- Implemented several credit and competency recovery programs
- Served on the Board of Directors for the local commerce exchange in an effort to build community and school partnerships
- Implemented a one-to-one technology initiative in the school in 2016.

School Redesign and Personalized Learning Specialist (2011-Present)

- Experienced workshop presenter, panelist, and facilitator in countless conference presentations, webinars, conference calls, and Twitter chats on school redesign and personalized learning at the state and national level.
- Former Nellie Mae Education Foundation Speaker's Bureau member (2016-2018).
- Under contract with Understood.org as a national expert on personalized learning
- Participated in policy work with the National Center for Learning Disabilities in Washington DC on personalized learning Aug 2015-Present.
- School redesign consultant with 2Revolutions from 2013-Present
- Writer for various publications (see below).
- Speaker at various events (see below).

Asst Principal/Curriculum: Sanborn Reg. HS, Kingston, NH. (Aug '06 – Jun '10)

- Responsible for all student affairs and discipline issues for 750 students
- Oversaw the development and implementation of all district-wide curriculum documents and initiatives, focusing specifically in the areas of math and science
- Facilitated numerous professional development programs for faculty including the implementation of Professional Learning Communities (PLC's) in all district schools
- Developed and managed budgets for various programs including curriculum, instruction, assessment, and textbooks
- Orchestrated the teacher recruitment and hiring process for the school and involved students, staff, and parents in each hiring committee
- Supervised various curriculum grants for the school district
- Helped school re-attain full accreditation by NEASC

Contact Information:

Brian M. Stack

Employment (Continued)

- Oversaw the annual development and publication of the Student Handbook and the Program of Studies
- Chaired the Professional Development Committee for the District
- Oversaw all aspects of the administration of various school-wide assessments including NECAP, NWEA, and NAEP
- Member of the District Strategic Planning Committee

Mathematics Teacher: Andover High School, Andover, MA. (Sep '01 – Aug '06)

- Taught a wide-range of math courses including honors Precalculus, honors Calculus, Geometry, Algebra II, Algebra III, and an SAT prep course
- Served on numerous school-wide committees, including the School Improvement Council, the Small Schools Committee, the Advisory Steering Committee, the Lesson Study Steering Committee, and the NEASC Accreditation Sub-Committee
- Served in the role of math department "teacher leader", responsible for the day-to-day business operations of the department

School Board: Timberlane Regional Schools, Plaistow NH. (Sep '01–Aug '06)

- Chaired a committee that developed new use-of-facilities policies for the entire school district
- Served as the chairperson of the district's curriculum committee
- Served as the Chairman of the SAU #55 School Board in 2005
- Participated in numerous discussions involving policy, staff relations, budget, facilities, and curriculum

Writing

Writer For Various Online and Print Educational Publications (2012-Present)
Please visit my blog at www.srhsprincipalsblog.blogspot.com

- Coauthor of *Breaking from Tradition: Shifting to Competency Based Learning*, 2017 by Solution Tree.
- Author of several blog articles on school redesign that have been published and shared nationally by iNACOL on their blog www.competencyworks.com
- Author of several NASSP blogs that have been shared nationally.
- Writer of current educational topics for the website MultiBriefs Education
- Author of a ten-part article series for Heinnemann Publishing of Portsmouth NH on personalized learning and school redesign published on their Digital Campus professional development website.

Speaking Engagements

Speaker/Presenter at the Following Workshops/Conferences

2018

- December: Learning Forward 2018 Annual Conference; Dallas, TX; Workshop; Breaking With Tradition: The Shift to Competency Based Learning in PLCs at Work

Contact Information:

Brian M. Stack

Speaking Engagements (Continued)

- October: iNACOL 2018 Symposium; Nashville, TN; Workshop; Leveraging Competency Education to Promote Equity for ALL Students by Prioritizing Academic and Personal Competencies Supported by Effective Leadership, Personalization, and PLCs.
- October: iNACOL 2018 Symposium; Nashville, TN; Pre-Conference Session; Breaking With Tradition: The Shift to Competency Based Learning in PLCs at Work
- October: NEASC 2018 CPS Showcase; Westford, MA; Fostering an Effective Competency Based Learning High School
- August: School Administrators of Iowa Annual Conference 2018: Creating Capacity; Des Moines, IA; Workshop; Breaking With Tradition: The Shift to Competency Based Learning in PLCs at Work
- July: 2018 Competency Based Learning Design Studio; Manchester, NH; Workshop; Breaking With Tradition: The Shift to Competency Based Learning in PLCs at Work
- July: National Principal's Conference; Chicago IL; Workshop; Breaking With Tradition: The Shift to Competency Based Learning in PLCs at Work
- June: Michigan School Leadership Forum on CBL; Detroit, MI; Several CBL workshops based on my book, Breaking With Tradition.
- April: Personalized Learning Summit; Portsmouth NH; Keynote; Breaking With Tradition: The Shift to Competency Based Learning in PLCs at Work
- April: Blended Learning Conference; Providence RI; Workshop; Breaking With Tradition: The Shift to Competency Based Learning in PLCs at Work
- March: ASCD Empower 2018 Conference; Boston, MA; Panelist; Grading in a Personalized Learning Model
- March: NESSC School Redesign in Action Conference; Providence RI, Workshop; Breaking With Tradition: The Shift to Competency Based Learning in PLCs at Work
- March: SXSW EDU Conference; Austin TX; Panelist; Why I Won't Ask For Help: Self-Advocacy for All
- February: LearnLaunch Institute; Boston MA; Panelist; Lessons From Competency-Based Education

2017

- December: Breaking With Tradition: UNH Personalizing for Students Conference; Concord NH; Keynote; Breaking With Tradition: The Shift to Competency Based Learning in PLCs at Work
- November: #LDChat Twitter Chat: Competency Based Learning; Hosted by Understood.org (National Center for Learning Disabilities)
- November: #atPLC Twitter Chat: Competency Based Learning; Hosted by Solution Tree
- November: EdTech Specialists; Michigan; Webinar; Breaking With Tradition: The Shift to Competency Based Learning in PLCs at Work
- October: iNACOL Symposium; Orlando FL; Workshop; Fostering Leadership Capacity to Support Competency-Based Learning in Systems in Schools: Voices From the Field

Contact Information:

Brian M. Stack

Speaking Engagements (Continued)

- August: Convening on Personalized Learning and Self Advocacy; Washington DC; Think Tank Participant; Sponsored by the National Center for Learning Disabilities
- July: Competency Education Design Studio; Nashua NH; Keynote; Breaking With Tradition: The Shift to Competency Based Learning in PLCs at Work
- July: Competency Education Design Studio; Nashua NH; Workshop; Policies, Structures, and Grading in a Competency-Based Learning System
- July: Competency Education Design Studio; Nashua NH; Workshop; Communication and Branding
- June: Keene State College Southwest Curriculum Conference; Keene NH; Breaking With Tradition: The Shift to Competency Based Learning in PLCs at Work
- June: 21st Annual SURN Leadership Conference; Williamsburg VA; Workshop; Breaking With Tradition: The Shift to Competency Based Learning in PLCs at Work
- April: Enriching Students User Conference; Portsmouth NH; Workshop; Genius Hour
- April: Blended Learning Conference; Providence RI; Workshop; Performance Based Learning Models: Practitioner Perspectives
- February: Nellie Mae Education Foundation Speaker Bureau Training; Boston MA; Workshop; Building Your Digital Profile: Engaging Your Intended Audience

2016

- November: #satchat Twitter Chat: Competency Based Learning; Hosted by the Nellie Mae Education Foundation
- July: Understood.org; Washington DC; Webinar; Common Back to School Mistakes and How to Avoid Them
- July: Sanborn Design Studio; Kingston NH; Workshop; Policies, Structures, and Grading in a Competency-Based Learning System
- June: Keene State College Southwest Curriculum Conference; Keene NH; Implementing a Competency Education Model in Your Classroom and School
- June: NHASP Annual Principals Conference; Bretton Woods NH; Workshop; Introduction to PACE: Performance Assessment for Competency Education
- May: NH State Board of Education; Concord NH; Presentation; Building a Competency Education System
- May: Personalized Learning Event for National Center for Learning Disabilities; Washington DC; Panelist; Personalized Learning: Opportunities and Implications for Students with Disabilities and English Learners
- April: #21stedchat Twitter Chat: Competency Based Learning; Hosted by the Nellie Mae Education Foundation
- April: Enriching Students User Conference; Portsmouth NH; Workshop; The Role of Enriching Students as a Tool to Support a School-Based Competency Based Education & Personalization Model
- April: #NGLCchat Twitter Chat: Competency Based Learning; Hosted by Next Generation Learning Challenges
- April: Blended Learning Conference; Providence RI; Workshop; Personalized Learning in a Competency Based Education School

Contact Information:

Speaking Engagements (Continued)

- March: Transform SC Conference; Columbia SC; Workshop; Competency Based Education: How One Traditional School District Made the Change
- January: NHASP Winter Principal Conference; Meredith NH; Workshop; Introduction to PACE: Performance Assessment for Competency Education

2015

- December: Transform SC Conference; Columbia SC; Workshop; Implementing a Competency Based Approach: Multiple Perspectives from the Sanborn Regional School District
- November: iNACOL Symposium; Orlando FL; Workshop; Leading Your School Through the Transition to Competency Education
- July: Sanborn Design Studio; Kingston NH; Workshop; Policies, Structures, and Grading in a Competency-Based Learning System
- July: Sanborn Design Studio; Kingston NH; Workshop; Support Structures for Students
- January: NHASP Winter Principal Conference; Meredith NH; Workshop; Sanborn Regional School District: An Introduction to Developing a K-12 Competency-Based Grading and Reporting System

2014

- November: iNACOL Symposium; Palm Springs CA; Workshop; Sanborn Regional School District: How to Support a K-12 Competency-Based Grading and Reporting System
- September: NH Best Practices CIA Conference; Concord NH; Workshop; Sanborn Regional School District: Competency Grading Practices
- June: Bainbridge Consulting Future of Learning Summit; San Diego CA; Panelist; Competency Based Education
- May: Digital Promise League of Innovative Schools CBE Summit; Washington DC; Webinar; Sanborn Regional School District Competency-Based System Overview
- March: NESSC School Redesign in Action Conference; Norwood MA, Workshop; Supporting a High School Competency-Based Grading & Reporting System
- January: NHASP Winter Principal Conference; Meredith NH; Workshop; Supporting a K-12 Competency-Based Grading & Reporting System

2013

- August: NH School Library Media Summer Camp; Stratham NH; Workshop; Transforming Your School Library
- June: NHASP Annual Principals Conference; Bretton Woods NH; Workshop; Through Their Eyes: How the Transformation of our Schools into 21st Century Models Shapes the Future of Our Students
- March: Confederation of Oregon School Administrators Proficiency Conference; Portland OR; Keynote; Embracing New Practices Student Centered Learning and Assessment Sound Grading and Reporting
- January: Alliance for Excellence Education; Washington DC; Webinar; Competency Education: The NH Experience, Case Study on Sanborn Regional High School

Contact Information:

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Speaking Engagements (Continued)

2012

- October: NEASC Showcase of Model Programs; Boston MA; Workshop; SRHS Freshman Learning Community

2011

- July: Pinnacle Global Scholar User Conference; Chicago IL; Workshop; Implementing a K-12 Competency-Based Grading and Reporting System: Lessons Learned in our Journey
- June: NHASP Annual Principals Conference; Bretton Woods NH; Workshop; Implementing a K-12 Competency-Based Grading and Reporting System: Lessons Learned in our Journey

Contact Information:

Brian M. Stack

Heidi Leavitt

Experience

10/17-Present

Sanborn Regional School District

Kingston, NH
Director of Counseling

- Responsible for organizing, directing and supervising the counseling curriculum for a district of 1600 students
- Directly supervise 3 school counselors, a special education counselor and a student assistance counselor at the high school
- Coordinated all standardized and state testing
- Evaluated all Special Education case managers, para professionals and counselors
- Prepared and submitted an annual budget
- Facilitated faculty trainings on a variety of topics including mental health issues and conflict resolution
- Prepared and presented parent nights as well as informational presentations for the school board

8/09 – 10/17
Sanborn Regional School District
Kingston, NH
Special Education Guidance Counselor/Career Pathways Coordinator

- Individual Counseling
  - Responsible for developing and providing services to At-Risk students in grades 9-12 to assist them in meeting/achieving their educational, vocational, and personal-social needs and goals
  - Provided a variety of guidance services to students including scheduling, monitoring graduation progress, college search advising. Most students were first in their family high school graduates or the first in their family to attend college
- Group Counseling
  - Coordinated a social skills group for adolescent girls. Topics included conflict resolution, image and identity issues, sexuality issues and bullying.
- Vocational Counseling
  - Completed comprehensive vocational assessments
- Career Pathways Coordination

- Coordinated school-wide internship program, supervised career pathways supervisors and placed 25% of our senior class in internships.
- Built community partnerships to support a career speakers bureau as well as job shadow and internship sites
- Responsible for maintaining all site approvals with the NH Departments of Labor and Education

- Special Education and Section 504
  - Assisted in the development of Individual Education Plans and all collateral paperwork

3/07-06/09

Epping School District
Epping, NH
Adjustment Counselor/School to Career Coordinator

- Provided individual, group and crisis counseling to high school aged students in a public school setting
- Coordinated behavioral intervention program using positive intervention services
- Conducted comprehensive vocational testing using a variety of formal and informal assessments
- Active member of transition planning team for students leaving special education programming
- Coordinated internship, job shadow and student aide programs
- Provided behavioral and mental health diagnostic information for faculty and staff to enhance their classroom management skills
- Building level 504 coordinator
- Building SSD coordinator for SAT/PSAT/AP testing
- Supervised Graduate level interns as well as Behavioral Coaches who ran the in school suspension program

1997-12/06

Seacoast Learning Collaborative
Brentwood, NH

School Counselor

- Provided individual, group, crisis and family therapy to children and adolescents (age 6-21) who are placed in an out of district placement educational setting. All children are identified EH or OHI. Extensive experience in treating major mental illnesses and assisting staff in providing educational services for these clients
- Developed and implemented School to Work program, recruited job sites and acted as liaison between school and job site
- Acted as SSD/SAT coordinator for 1st generation high school graduates
- Assisted in the development of the master schedule as well as coordinated programming for students to meet a variety of sending schools graduation requirements

1995-1997

Seacoast Mental Health Center

Portsmouth, NH

Outreach Family Therapist

- Responsible for providing home-based family, individual and crisis therapy to a caseload of 30-40 children aged 2-15 and their families
- Coordinated all collateral contacts including courts and Department of Human Services

Education

2010-2011	Rivier College School Guidance Certification program
1992-1994	Assumption College Worcester, MA MA Counseling Psychology

Certifications

Guidance Counselor K-12
Licensed Certified Mental Health Counselor, NH #437
Crisis Prevention Intervention Trainer

CONTRACTOR NAME

Key Personnel

SFY 20				
Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Brian Stack	Principal	123,830	Ø	Ø
Heidi Leavitt	Counseling Director	81,545	Ø	Ø
Amanda Feeney	Outreach Clinician	51,557	50%	25,778.50

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

August 21, 2018

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, Bureau of Drug and Alcohol Services, to enter into **sole source** agreements with vendors listed in the table below to provide Student Assistance Program services in an amount not to exceed $902,289 effective upon Governor and Executive Council approval through June 30, 2019. 98.63% Federal Funds, 1.37% General Funds.

Vendor	Vendor Number	Location	Amount
Conway School District – SAU #9	159846-B001	North Conway	$70,000
Milton School District – SAU #64	156682-B001	Milton	$50,000
North Country Education Services	154707-B001	Gorham	$100,000
North Country Health Consortium, Inc.	158557-B001	Littleton	$300,000
Portsmouth School District – SAU #52	177463-B006	Portsmouth	$70,000
Rochester School District – SAU #54	177467-B004	Rochester	$100,000
Sanborn Regional School District – SAU #17	154453-B001	Kingston	$37,500
Seacoast Youth Services	203944-B001	Seabrook	$70,000
Second Start	177224-B002	Concord	$104,789
		Total:	**$902,289**

Funds are available in the following accounts for SFY 2019.

05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVS, PREVENTION SVS

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	92057502	$440,000
			Subtotal:	*$440,000*

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVS, PFS2 GRANT

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	92052407	$462,289
			Subtotal:	$462,289
			Total Contract:	**$902,289**

EXPLANATION

This request is **sole source** because the vendors have effectively operated the student assistance program for a period of two (2) to five (5) years. Research demonstrates that substance misuse prevention education is most successful when the program is delivered in a consistent manner over a course of five (5) plus years to impact each cohort of grades. Additionally, to meet the federal evaluation requirements, the New Hampshire Bureau of Drug and Alcohol Services must demonstrate sustained outcomes throughout the grant periods.

This request represents nine (9) of twelve (12) contracts to provide Student Assistance Program Services. The Department anticipates awarding the remaining three (3) contracts at the next available Governor and Executive Council meeting, upon receipt of the fully executed contract documents.

The purpose of this request is to address underage drinking and prescription drug misuse and abuse in high need populations through the administration of a Student Assistance Program. The Student Assistance Program leverages the State's existing prevention system, resources and capacities to effect change in priority substance abuse areas among high need populations in the communities where those populations reside.

The vendors will implement Student Assistance Programming (SAP) using the evidenced based Project Success in twenty (20) high schools, twenty-three (23) middle schools and one (1) community college in an effort to serve 18,837 New Hampshire youth in order to prevent and reduce underage drinking, high risk drinking and the use of non-medical prescription drugs including opioids and illicit opioid drug use.

The vendors will conduct alcohol and other drug screenings, individual support sessions, group support sessions, and referrals to drug and alcohol treatment providers when indicated by the screening. Additionally, the vendors will provide students and parents with targeted drug and alcohol education to improve understanding of risks associated with prescription drug and underage alcohol use as well as the developmental milestones and brain development of adolescents. The scope of work in these agreements require the vendors to incorporate community level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

Student Assistance Programs work collaboratively with the Department and the NH Center for Excellence to improve the quality of services to students as well as to collect data to make data driven decisions on school-based prevention programming. Based on the Youth Risk Behavior Surveillance Survey trend data from 2013 to 2017 results for the schools indicate statistically significant changes in the following:

- Increase in students' perception of risk for the use of alcohol and non-medical prescription drugs,
- Increase in students' reporting parent and peer disapproval for the use of alcohol and non-medical prescription drugs, and

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

- There will be an increase in the percentage of students who report a high risk of harm for using substances (alcohol, marijuana, non-medical prescription drugs, heroin) on the Youth Risk Surveillance Survey (YRBS).
- There will be an increase in the percentage of students who report their parents/caregivers and peer would disapprove if they used substances on the YRBS.
- There will be a decrease in the percentage of students who report they used substances in the past 30 days on the YRBS.
- Decrease in students' reporting past 30 day use of alcohol and non-medical prescription drugs.

As referenced in the Exhibit C-1 of these agreements, the Department reserves the right to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, 18,837 students, statewide, may not receive the support and substance misuse prevention education that may be needed during critical adolescent development years. Lack of these support services could result in: higher prevalence rates of underage drinking and drug use, misuse and abuse of prescription medication, and an escalation in adverse childhood experiences such as a trauma related to parental/caregiver substance abuse.

Area served: Statewide.

Source of Funds: 98.63% Federal Funds from Department of Health & Human Services (DHHS), Substance Abuse & Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, DHHS, SAMHSA, Center for Substance Abuse Prevention, and 1.37% General Funds.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Student Assistance Program Contracts

FISCAL DETAILS

05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SVS 97% Federal Funds 3% General Funds

Conway (Kennett) School District SAU #9, Vendor # 159846-B001

State Fiscal Yea	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$70,000
			Sub Total:	$70,000

Milton School District SAU #64, Vendor # 156682-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$50,000
			Sub Total:	$50,000

Newport School District SAU #43, Vendor #159924-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$0
			Sub Total:	$0

North Country Health Consortium, Vendor #158557-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$100,000
			Sub Total:	$100,000

Portsmouth School District SAU #52, Vendor # 177463-B006

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$70,000
			Sub Total:	$70,000

Sanborn Regional District SAU #17, Vendor # 154453-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$37,500
			Sub Total:	$37,500

Seacoast Youth Services, Vendor #203944-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$70,000
			Sub Total:	$70,000

Second Start

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$42,500
			Sub Total:	$42,500
			Prevention Sub Total:	$440,000

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, PFS2 GRANT 100% Federal Funds

Claremont School District SAU #6, Vendor # 177374-B005

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$0
			Sub Total:	$0

Manchester School District SAU #37, Vendor # 177323-B003

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$0
			Sub Total:	$0

North Country Education Services, Vendor # 154707-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$100,000
			Sub Total:	$100,000

North Country Health Consortium, Vendor # 158557-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$200,000
			Sub Total:	$200,000

Rochester School District SAU #54, Vendor # 177463-B006

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$100,000
			Sub Total:	$100,000

Second Start, Vendor #177224-B002

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$62,289
			Sub Total:	$62,289
			PFS2 Sub Total:	$462,289
			Total Contract Amount:	**$902,289**

FORM NUMBER P-37 (version 5/8/15)

Subject: Student Assistance Program (SS-2019-BDAS-02-STUDE-10)

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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name SAU 17 - Sanborn Regional School District		1.4 Contractor Address 17 Danville Rd. Kingston, NH 03848	
1.5 Contractor Phone Number 603-642-3688	1.6 Account Number 05-95-92-920510-33800000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation $37,500
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Thomas J Ambrose, Superintendent	

1.13 Acknowledgement: State of NH, County of Rockingham

On 8/24/18, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Phyllis A. Kennedy

(Seal)

1.13.2 Name and Title of Notary or Justice of the Peace

PHYLLIS A. KENNEDY STATE OF NH COMMISSION EXPIRES FEBRUARY 15, 2022 NEW HAMPSHIRE NOTARY PUBLIC

1.14 State Agency Signature Katja S Fox Date: 8/23/18	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan A. Lyons Attorney On: 9/4/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 as indicated in block 1.18, 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 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials TA
Date 8-20-19

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials TA
Date 5.20.19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials TA

Date 8.30.18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Contractor shall provide Student Assistance Programming to address prevention of underage drinking among person aged 12 to 20, and prevention and reduction of high-risk drinking, prescription drug misuse including opioids and illicit opioid among persons aged 12 to 25 in the school district that have been identified as "high need, high risk" communities as follows: Sanborn Regional Middle School and Sanborn Regional High School.

2. Scope of Work

2.1. The Contractor shall select and ensure an evidence-based screening tool, as approved by the Department, utilized to screen all students referred for services that must include an assessment of the individual, family, substance use issues, and if a referral to treatment is appropriate.

2.1.1. The Contractor shall submit the evidence based screening tool to be used to the Department within thirty (30) days of the contract effective date.

2.2. The Contractor shall ensure students are referred to appropriate school-based service or community providers as indicated by the individual screening results.

2.3. The Contractor shall collaborate with the schools to maintain and/or develop a protocol for referrals to the appropriate provider.

2.4. The Contractor shall conduct Individual Support Sessions for the purpose of crisis intervention and to determine a student's motivation to participate in Project Success groups. Project Success groups are defined as:

2.4.1. Endorsed by the Substance Abuse and Mental Health Services Administration as Evidenced-Based prevention program.

2.4.2. Implemented by specially trained student assistance counselors whom are located in schools 2-5 days a week.

2.4.3. Research-based program that use interventions effective in reducing risk factors and enhancing protective factors.

2.5. The Contractor shall conduct Individual sessions as needed to assist students with the following, but not limited to:

2.5.1. Identifying and resisting social and situational pressures to use substances.

2.5.2. Correcting misperceptions about the prevalence and acceptability of substance use.

2.5.3. Focusing on the personal consequences of substance use.

2.5.4. Teaching and providing opportunities to practice resistance and coping skills.

2.5.5. Identifying barriers to using the newly developed skills or adopting healthy attitudes.

2.6. The Contractor shall conduct group sessions that are modeled after Project Success including, but not limited to:

2.6.1. Newcomers Group.

2.6.2. Children of Substance Abusing Parents Group.

2.6.3. Seniors Group.

2.6.4. Alcohol and other Drug Assessment Education Group.

2.6.5. Sibling Group.

2.6.6. Non-Users Group.

2.6.7. Parents, Peers, and Partying Group.

2.6.8. Users Group.

2.6.9. Users/Children of Substance Abusing Parents Group.

2.6.10. Recovery Group.

2.7. The Contractor shall conduct Group Support Sessions. During the first session of each group, confidentiality and boundaries shall be addressed and clarified to ensure students are provided with confidentiality guidelines. Group Sessions shall include, but is not limited to:

2.7.1. Assisting students in an effort to identify and resist social and situational pressures to use substances, correct misperceptions about the prevalence and acceptability of substance use.

2.7.2. Assisting students to focus on the personal consequences of use.

2.7.3. Teaching and provide opportunities to practice resistance and coping skills.

2.7.4. Identifying barriers to using the skills or adopting healthy attitudes.

2.8. The Contractor shall provide parent education about the non-medical misuse of prescription drugs and underage drinking and binge drinking. Topics shall include developmental information including, but not limited to:

2.8.1. How the use of substances such as alcohol or other drugs affect the adolescent brain.

2.8.2. Youth access to substances.

2.8.3. How perception of parental disapproval impacts use.

2.9. The Contractor shall enhance parent education services via the current parent education services being offered at the school and local levels.

2.10. The Contractor shall provide prevention education services during transitional years (i.e. 7th and 9th grades) which topics shall include, but are not limited to:

2.10.1. Being an adolescent.

2.10.2. Alcohol, tobacco and other drug information.

2.10.3. Family dynamics and pressures.

2.10.4. Skills for coping with stress and life pressure.

2.11. The Contractor shall conduct a minimum of three (3) school and/or community centered environmental strategies each year of funding. The Contractor may utilize existing groups and programs to enhance and meet this requirement.

2.12. The Contractor shall enhance services through the utilization of marketing and media tools. The Contractor shall complete this work in conjunction with work being done at the state level and the local level with community partners such as the Regional Public Health Network, Drug-Free Coalitions, and other local organizations. The Contractor may utilize existing groups to enhance and meet this requirement.

2.13. The Contractor shall participate in evaluation efforts conducted by the Department in order to use data to drive continuous quality improvement.

2.14. The Contractor shall administer the 2019 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2019 and administer a whole school survey with students in grades 9 through 12 developed by the Department in the Spring of 2020.

2.15. The Contractor shall administer a Department approved survey in the Spring of 2019 and the Spring of 2020 to 7th and 8th grades in middle schools that do not conduct the middle school Youth Risk Behavior Survey in their contracted service areas.

2.16. The Contractor shall conduct an assessment by comparing current school policies related to the use of alcohol and other drugs against the Model School Policy that was developed by the Governor's commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment by end of year one.

2.16.1. The Contractor shall implement best practices in the school's policies related to the use of alcohol and other drugs according to the Model School Policy in Section 2.16 above by end of year two.

2.17. The Contractor shall participate in all required meetings and trainings which shall include, but are not limited to:

2.17.1. Student Assistance Program Community of Practice.

2.17.2. Learning Collaborative Meetings.

2.17.3. Mandatory trainings.

2.18. The Contractor shall provide one full-time equivalent staff person to every one-thousand (1,000) students.

2.18.1. This position may be pro-rated for schools that serve less than 1,000 students.

2.18.2. If the school contains less than 1,000 students the Contractor shall ensure the staff person is available a minimum of two (2) days per week and shall not serve more than two buildings or campuses.

2.19. The Contractor shall provide one (1) Student Assistance counselor who shall obtain Certified Prevention Specialist (CPS) status within one (1) year of hire.

2.19.1. The Contractor shall submit a plan to the Department if this is not achieved.

2.20. The Contractor shall allow a Department approved team to conduct quarterly site reviews. The team shall include, but is not limited to:

2.20.1. Student Assistance Counselor(s).

2.20.2. Contractor or designee.

2.20.3. Department.

2.20.4. Representative of the New Hampshire Center for Excellence, if appropriate.

2.20.5. The site visit shall include, but are not limited to:

2.20.5.1. Review of the Contractor's systems of governance.

2.20.5.2. Administration.

2.20.5.3. Data collection and submission.

2.20.5.4. Policies for ensuring student confidentiality.

2.20.5.5. Financial management in order to assure systems are adequate to provide the contracted services.

2.20.6. The Contractor shall make corrective actions as advised by the review team in contracted services are not found in accordance with this contract.

3. Staffing

3.1. The Contractor shall provide one (1) Student Assistance counselor who shall obtain Certified Prevention Specialist (CPS) status within one (1) year of hire.

3.1.1. The Contractor shall submit a plan to the Department if this is not achieved.

4. Reporting

4.1. The Contractor shall communicate and submit required records via e-mail.

4.2. The Contractor shall enter and complete monthly data reporting in the New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the month.

4.3. The Contractor shall submit monthly expenditure reports by the twentieth (20th) business day following the month for reimbursement of costs for contracted services in the previous month.

4.4. The Contractor shall cooperate with, and answer all questions of, representatives of the Department conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities.

4.5. The Contractor shall provide any periodic or specialty reports as requested by the Department.

5. Performance Measures

5.1. Participants will report a decrease in past 30 day use of alcohol and non-medical prescription drugs including opioids and illicit opioids.

5.2. Participants will report a decrease in past 30 day binge drinking

5.3. Participants will report an increase in parental and peer disapproval of alcohol and non-medical prescription drug misuse.

5.4. Participants will report an increase in a perception of risk/harm of use of alcohol and non-medical prescription drug misuse.

5.5. Participants will report an increase in family communication around alcohol and drug misuse.

6. Deliverables

6.1. The Contractor shall administer the 2019 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2019 and administer a whole school survey with students in grades 9 through 12 developed by the Department in the Spring of 2020.

6.2. The Contractor shall administer a Department approved survey in the Spring of 2019 and the Spring of 2020 to 7th and 8th grades in middle schools that do not conduct the middle school Youth Risk Behavior Survey in their contracted service areas.

6.3. The Contractor shall provide the results of the assessment in Section 2.16 above to the Department in an electronic format within thirty (30) days after the end of year one.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor $48.00 per hour in an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with funds from the:

   2.1 Catalog of Federal Domestic Assistance (CFDA) #93.959, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Federal Block Grant Prevention Services.

   2.2 The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

3. Payment for services shall be on a cost reimbursement basis of the hourly rate in Section 1 above, all-inclusive of both actual hours worked and other applicable expenses with operating the program pursuant to the Scope of Services.

4. The Contractor shall be available to provide services identified in Exhibit A, Scope of Services, as needed.

5. Payment for services shall be processed as follows:

   5.1 The Contractor shall submit monthly invoices for reimbursement of actual hours worked during the month, for a total of twelve (12) invoices per year. The invoice shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

   5.2 Invoices described in Exhibit B, Method and Condition Precedent to Payment, Section 5.1 and reports identified in Exhibit A, Scope of Services must be submitted to:

   Attn: Financial Manager
   NH Department of Health and Human Services
   Bureau of Drug and Alcohol Services
   129 Pleasant St.
   Concord, NH 03301-3857

6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

10. The Contractor agrees to keep records of their activities related to Department programs and services.

11. The Contractor agrees not to use the funding in this Agreement to replace funding for a program already funded from another source.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

Contractor Initials TK
Date 8-20-18

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

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

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

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

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Renewal:
   The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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

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.

Contractor Name:

8-20-18
Date

Thomas J. Ambrose
Name:
Title: Superintendent

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 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.

Contractor Name:

8-20-18
Date

Name: Thomas J. Ambrose
Title: Superintendent

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

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 (I)(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:

8-20-18
Date

Name: Thomas J. Ambrose
Title: Superintendent

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.

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:

8-2018
Date

Name: Thomas J. Ambrose
Title: Superintendent

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:

8-2018
Date

Name: Thomas J. Ambrose
Title: Superintendent

HEALTH INSURANCE PORTABILITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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 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.

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	Thomas J. Ambrose
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	
Name of Authorized Representative	Name of Authorized Representative
Director	
Title of Authorized Representative	Title of Authorized Representative
8/23/18	
Date	Date

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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

8-20-18
Date

Name:
Title:

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 DUNS number for your entity is: 100050590

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

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

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

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

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

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

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

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

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Student Assistance Program

This 1st Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #1") dated this 10th day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and the School Administrative Unit #18 Franklin School District, (hereinafter referred to as "the Contractor"), a municipality with a place of business at 119 Central Street, Franklin, NH 03235.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 13, 2017 (Item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to renew the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3., the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, and increase the price limitation, and;

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $291,143.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Add Exhibit A Scope of Services, Section 1.6., to read:

   1.6. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payment for services provide after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

6. Delete Exhibit B Method and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #1 Method and Conditions Precedent to Payment.

7. Add Exhibit B-1, Amendment #1.

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

OFFICE OF THE ATTORNEY GENERAL

6/7/2019
Date

Lisa M Englis
Name: Lisa M. English
Title: Special Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with federal funds as follows: 100% Federal Funds from DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, NH Partnership for Success Initiative – PFS2, CFDA #93.243, Federal Award Identification Number SP020796.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   4.1. 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 item, as specified in Exhibit B-1, Amendment #1.
   4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to jill.burke@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Bureau of Drug and Alcohol Services
   129 Pleasant Street
   Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B, Amendment #1.

9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Contractor name: SAU #18 Franklin School District

Budget Request for: Student Assistance Program (RFA-2018-BDAS-02-STUDE-02)

Budget Period: July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 65,195.14	$ 1,983.88	$ 67,179.02	$ 6,845.64	$ -	$ 6,845.64	$ 58,349.50	$ 1,983.88	$ 60,333.38
2. Employee Benefits	$ 26,821.96	$ 840.85	$ 27,662.81	$ 2,091.02	$ -	$ 2,091.02	$ 24,730.94	$ 840.85	$ 25,571.79
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ 1,900.00	$ 64.60	$ 1,964.60	$ -	$ -	$ -	$ 1,900.00	$ 64.60	$ 1,964.60
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 4,931.36	$ 167.67	$ 5,099.03	$ -	$ -	$ -	$ 4,931.36	$ 167.67	$ 5,099.03
7. Occupancy	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,800.00	$ 61.20	$ 1,861.20	$ -	$ -	$ -	$ 1,800.00	$ 61.20	$ 1,861.20
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Chem Free Prom After Party	$ 5,000.00	$ 170.00	$ 5,170.00	$ -	$ -	$ -	$ 5,000.00	$ 170.00	$ 5,170.00
Indirect As A Percent of Direct	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 110,648.46**	**$ 3,288.20**	**$ 113,936.66**	**$ 13,936.66**	**$ -**	**$ 13,936.66**	**$ 96,711.80**	**$ 3,288.20**	**$ 100,000.00**
Indirect As A Percent of Direct		3.4%							

Contractor Initials: BS
Date: 5/14/19

CERTIFICATE OF VOTE

I, Timothy Dow, **do hereby certify that:**
(Name of the Elected Officer of the Agency cannot be contract signatory)

1. I am a duly elected Officer of **the Franklin School Board** (Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the agency duly held on **June 6, 2019**:

   RESOLVED: That the Superintendent of Schools
   (Title of Contract Signatory)

   Is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the **6th day of June, 2019.**
   (Date Contract Signed)

4. **Daniel LeGallo** **is duly elected Superintendent**
   (Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Timothy Dow
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 6th day of June, 2019,

By Timothy Dow.
(Name of Elected Office of the Agency)

Robyn Keane
(Notary Public/Justice of the Peace)

NOTARY SEAL

Commission Expires: 2022

ROBYN KEANE
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
March 22, 2022

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Franklin School District SAU #18 119 Central Street Franklin, NH 03235	716	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X **General Liability (Occurrence Form)**	7/1/2019	7/1/2020	Each Occurrence	$ 5,000,000
Professional Liability (describe)			General Aggregate	$ 5,000,000
☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
X **Automobile Liability**	7/1/2019	7/1/2020	Combined Single Limit (Each Accident)	$5,000,000
Deductible Comp and Coll: $1,000			Aggregate	$5,000,000
☐ Any auto				
X **Workers' Compensation & Employers' Liability**	7/1/2019	7/1/2020	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
X **Property (Special Risk includes Fire and Theft)**	7/1/2019	7/1/2020	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ **Additional Covered Party** ☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	**By:** *Mary Beth Purcell* **Date:** 5/20/2019 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

FRANKLIN SCHOOL DISTRICT - BOARD MEMBERS

Name	Title
Timothy Dow	Chair of School Board
Deb Brown	Board Member
Scott Burns	Board Member
Susan Hallett-Cook	Board Member
Jeff Savary	Board Member
Anya Twarog	Board Member
Delaney Carrier	Board Member
Chris Kneeland	Board Member
Olivia Zinc	Board Member

SAPC

Christina LeMaitre, MSW

Phone Numb

Education

UNIVERSITY OF NEW HAMPSHIRE, Durham, NH
Master's of Social Work, 2012

ENDICOTT COLLEGE, Beverly, MA
Bachelor of Science, 2008
Concentration: Human Services

Professional Experience

ROCHESTER MIDDLE SCHOOL, Rochester, NH
Student Assistance Program (SAP) Counselor, 2016-Present

- Screen students to identify those at high risk of using substances and refer students/families to community resources
- Implement Project SUCCESS (Schools Using Coordinated Community Efforts to Strengthen Students) model
- Meet with students individually and in groups (COSAP, Newcomers, PPP)
- Educate parents and community members on the risks involved with adolescent substance misuse
- Educate school staff in warning signs and how to refer students to SAP services
- Input all data entry in the state's WITS database
- Adviser to the RMS Youth 2 Youth after school drug prevention program

HOMELESS CENTER OF STRAFFORD COUNTY, Rochester, NH
Case Manager, 2015 – 2016
A seasonal homeless shelter providing safety, support and self-sufficiency to women, children and families.

- Implement policies and procedures for homeless shelter residents and transitional housing including program rules and shelter expectations
- Develop and implement individualized case plans for residents including personal development, household management and financial management
- Connect residents to partner agencies for support services including but not limited to: employment, health care, legal services, job training, education, counseling and child care

WESTBRIDGE, Manchester, NH
Admissions Counselor, 2014 - 2015
A private, non-profit organization providing integrated dual diagnosis treatment to individuals with severe and persistent mental illness and substance use disorders.

- Conducting admissions screenings, intake assessments and providing referrals to individuals and families seeking treatment
- Attending clinical team meetings and documentation of clinical services provided
- Providing a high level of internal and external customer service by contributing to event planning, marketing strategies and referral development.

Professional Experience Cont.

AREA HOME CARE, Portsmouth, NH
Social Worker, 2011-2013,
A non-profit organization that provides non-medical, home care services to the elderly and individuals with severe and persistent mental illness.

- Conducted intake assessments of new clients to help establish what services meet the client's needs
- Scheduling homemakers to serve clients within the Southern Rockingham district
- Oversaw the Adult In-Home Care Program
- Performing outreach, assessment and evaluation for all active clients within Rockingham County

PROSPECT MOUNTAIN HIGH SCHOOL, Alton, NH
Assistant Special Education Teacher, 2008-2010,
Provided assistance to special education students in the Learning Center

- Incorporate special learning strategies for learning disabled students encompassing self-questioning, rehearsal and review, cognitive behavior modification, organization, memory strategies and modeling
- Participate in the formulation of Individual Education Programs with a caseload of 40 students
- Skilled at keeping students on-task and tailoring lessons to meet each student's specific needs

Internship Experience

COMMUNITY PARTNERS, Rochester, NH
Advanced Clinical Intern - 2011 - 2012
Provide individual and family counseling as well as functional support services within the Youth & Family Services Department for youth ages 3 to 18.

- Responsible for developing and implementing treatment plans that produce measurable outcomes
- Assessed and documented intervention outcomes
- Utilized a variety of treatment approaches including but not limited to cognitive-behavioral, strength-based, solution-focused, psychodynamic, family, art, and play therapies.
- Collaborated as a team with other mental health professionals

TIMBERLAND MIDDLE SCHOOL, Plaistow, NH
Student Assistance Program (SAP) Counselor Intern - 2010 - 2011
Provided individual and group counseling for middle school-aged children

- Counseled adolescents living with mental illness using strengths perspective, solution-focused, art and cognitive-behavioral therapy techniques
- Assisted in development of trainings and workshops for anti-bullying curriculum
- Facilitated therapeutic and psychoeducation groups
- Worked with students to help them develop healthy coping skills, make positive lifestyle choices, and avoid substance abuse problems.
- Co-facilitated a Leadership Academy of 70 eighth grade students

BARBARA SLAYTON, LICSW

SUMMARY OF EXPERTISE

Licensed Clinical Social Worker who leverages innovative solutions and builds relationships to create optimal outcomes for all clients. Empathetic team leader who also stands as a firm client advocate and recognizes need for creative problem solving. Adept at collaborating with educational, legal, child welfare, behavioral health, and family assistance systems. Experienced crisis manager, trained to anticipate and respond to potentially hazardous situations with well thought out solutions. Expertise in working with individuals and families impacted by trauma. Ability to respond flexibly to multiple, changing priorities.

HIGHLIGHTED ACCOMPLISHMENTS

Program Development and Leadership

- Supervised Masters Level Clinical Staff, MSW and BSW interns, developing talent, involving them in the organization's mission with clients, and directing workflow and hours.
- Improved functioning of Residential Treatment Unit by increasing staff cohesion and teamwork while remaining responsive to individual needs of patients.
- Represented needs of Secure Psychiatric Unit on Division-Wide committee to develop, implement, and streamline, and train end users on new Electronic Health Record for NH Department of Corrections.
- Initiated training for foster parents, colleagues, and agency partners, facilitating more seamless placement of children and greater long term family stability.
- Increased referrals of clients served by 20% through building relationships with agency partners and collaterals, consistently meeting census goal of 100 children in foster care program.
- Increased agency visibility and foster parent pool by creating recruiting materials and developing long term retention plans.
- Chosen to present training at national conference, championing reunification program pioneered through agency.

Team Collaboration

- Orchestrated treatment plan development for clients through building open relationships with all parties and aligning objectives to ensure the best outcome for the client.
- Spearheaded Casey's representation in multiple community task forces, increasing the safety net of local services for all children and enhancing interagency collaboration community-wide.
- Sought out facilitator, synergizing diverse stakeholder's goals to achieve consensus, directly impacting the outcome of positive, concrete plans for clients.
- Developed effective relationships with providers within systems of care in multiple communities in the Franklin/Concord/Laconia NH areas.
- Coordinated referrals and discharge planning for clients needing additional services within the community.

Counseling and Case Management

- Delivered supportive counseling and clinical case management to children and families, consistently achieving the highest level of permanency possible.
- Assessed clients in psychiatric hospital setting for risk of suicide and homicide, teaming with multidisciplinary colleagues to insure safety and least restrict environment.
- Completed bio-psycho-social assessments for adults, children and families which informed treatment plan development.
- Applied diverse and creative therapeutic interventions to children and adults who had experienced ongoing, complex trauma and its resulting mental health and adjustment issues.
- Counseled incarcerated and civilly committed adults using evidence based clinical interventions.
- Developed and facilitated therapeutic and psycho-educational groups for children, parents, and incarcerated adults.
- Conducted foster parent home studies and partnered in the licensing of foster / adoptive parents.

PROFESSIONAL EXPERIENCE

SECURE PSYCHIATRIC UNIT, NH State Prison, Concord, NH — **2013-present**
Senior Psychiatric Social Worker

CASEY FAMILY SERVICES, Concord, NH — **2001 – 2012**
Social Worker

LUTHERAN SOCIAL SERVICES, Concord, NH — **1998 – 2001**
Family Support Specialist

CHILD AND FAMILY SERVICES, Manchester, NH — **1997 – 1998**
MSW Intern

NFI MIDWAY MIDWAY SHELTER, Manchester, NH — **1997 – 1998**
Residential Counselor

GREATER LAWRENCE MENTAL HEALTH CENTER, Lawrence, MA — **1996 – 1997**
MSW Intern

ASPIRE LEARNING CENTER, Monmouth, ME — **1995 – 1996**
Alternative Education Instructor

BECKETT SCHOOL, Pike, NH — **1994 – 1995**
Residential Counselor

BERKSHIRE LEARNING CENTER, Pittsfield, MA — **1993 – 1994**
Residential Counselor

EDUCATION AND LICENSURE

- **NH LICSW,** obtained October 2001
- **Master of Social Work,** Simmons College, Boston, MA
- **BA,** Psychology, Bates College, Lewiston, ME

SELECTED CERTIFICATIONS AND TRAINING TOPICS

Impact of Trauma
Attachment Theory and Therapy
Grief and Loss
Suicide Risk and Lethality Risk Assessment
Improving Permanency Outcomes
Nurturing Parenting
Child Development
Dialectical Behavior Therapy
Crisis Prevention and Intervention
Family Dynamics
Mindfulness
Cognitive Behavioral Therapy

CONTRACTOR NAME

Key Personnel

School Administrative District #18
Student Assistance Program
May 14, 2019

Name	**Job Title**	**Salary**	**% Paid from this Contract**	**Amount Paid from this Contract**
Christina LeMaitre	SAPC	$58,349.50	100%	$58,349.50
Barbara Slayton	Coordinator of School Wellness	$6854.64	0%	$0.00

BB 5/14/19

16 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov/dcbcs/bdas/

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

August 4, 2017

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 Behavior Health, Bureau of Drug and Alcohol Services, to enter into agreements with the vendors listed below for the provision of drug and alcohol misuse prevention through Student Assistance Programs at the middle and high school levels, in an amount not to exceed $1,057,509, upon date of Governor and Council approval, through June 30, 2019. 100% Federal Funds.

Vendor	Vendor Code	Location	Amount
Farmington, SAU #61	160001	Farmington	$200,000
Franklin, SAU #18	159863	Franklin	$200,000
Laconia, SAU #30	177420	Laconia	$199,990
Monadnock Family Services	177510	Keene	$68,940
Raymond, SAU #33	159945	Raymond	$199,955
Second Start	177224	Concord	$188,624
	TOTAL:		**$1,057,509**

Funds are available in the following account for State Fiscal Year 2018 and State Fiscal Year 2019, with authority to adjust amounts within the price limitation and encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, PFS2 GRANT.

Farmington School District, SAU#61, Vendor Code: 160001-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$100,000
2019	102-500731	Contracts for Prog Svc	92052407	$100,000
			Subtotal	$200,000

Franklin School District, SAU #18, Vendor Code: 159994-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$100,000
2019	102-500731	Contracts for Prog Svc	92052407	$100,000
			Subtotal	$200,000

Laconia School District, SAU #30, Vendor Code: 177420-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$ 99,995
2019	102-500731	Contracts for Prog Svc	92052407	$ 99,995
			Subtotal	$199,990

Monadnock Family Services, Vendor Code: 177510-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$36,762
2019	102-500731	Contracts for Prog Svc	92052407	$32,178
			Subtotal	$68,940

Raymond School District, SAU #33, Vendor Code: 159945-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$ 99,965
2019	102-500731	Contracts for Prog Svc	92052407	$ 99,990
			Subtotal	$199,955

Second Start, Vendor Code: 177224-B002

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$ 94,312
2019	102-500731	Contracts for Prog Svc	92052407	$ 94,312
			Subtotal	$ 188,624
			FY18 TOTAL	**$ 531,034**

			FY19 TOTAL	$ 526,475
			GRAND TOTAL:	$1,057,509

EXPLANATION

The purpose of this request is to enter into contracts with six (6) vendors for the provision of direct prevention services to students between the seventh (7th) and twelfth (12th) grades.

Although the State has seen some improvements, there continue to be communities of high need where prevalence of substance use is higher than the state average which has increased over time. In these communities, progress has been slower and more challenged by local conditions including limited resources; fewer opportunities for youth; and less success in addressing substance misuse among youth.

The purpose of the Student Assistance Program (SAP) is to increase the State's existing prevention system's resources and capacities to reduce substance abuse and misuse in communities with 'high need, high risk' populations. Specifically, SAP services address:

1) underage drinking among persons aged 12 to 20; and

2) prescription drug misuse and abuse and illicit opioid misuse and abuse among persons aged 12 to 25, in 'high need, high risk' populations in New Hampshire.

'High need, high risk' populations are local communities such as, cities/towns/schools/college campuses that show their population's prevalence rates for alcohol and/or other drugs misuse are higher than the New Hampshire's state average prevalence rates by using the prevalence rate data from the 2013 or 2015 Youth Risk Behavior Survey[i] or the 2014 National Survey on Drug Use and Health reports or similar data.

These vendors were selected through a competitive bid process. A Request for Applications was posted on the Department's website from November 18, 2016 through January 24, 2017. The Department received eighteen (18) applications, which were reviewed and scored by a team of individuals with specific knowledge and experience of the population served and their needs. The six applications with the highest scores were selected. Score Summary is attached.

The Contractors will conduct alcohol and other drug screenings, individual support sessions, group support sessions and referrals to drug and alcohol treatment providers when indicated by the screening. The Contractors will provide students and parents with targeted drug and alcohol education to improve understanding of risks associated with prescription drug use and underage alcohol use as well as the developmental milestones of adolescences. The Contractors will also incorporate community-level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

Vendors are required to contribute a twenty-five percent (25%) funding match unless the area served exceeds the state average for free or reduced lunches. The match requirement is intended to ensure school administration buy-in and sustainability of the program once the grant funding ends.

These agreements include language in Exhibit C-1 that reserves the Department's right to exercise renewal options for up to two (2) additional years contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures/objectives will be used to measure the effectiveness of the contracts:

- Vendors must maintain a 90% response rate of pre- and post-assessments that will be conducted prior to and after receiving Student Assistance Program services.
- Vendors will ensure a minimum of 50% of responders to the post-assessments described above will have an unfavorable attitude toward drugs and alcohol.
- Vendors will ensure a minimum of 75% of responders to the post-assessments will agree that participation in SAP activities had a positive impact on how to effectively deal with peer pressure.

Should Governor and Executive Council not authorize this Request, an undetermined number of students who have drug and alcohol abuse issues may not receive support and education during critical transitional school years. Lack of these support services may result in an increase prevalence rate of underage drinking and drug use, as well as the misuse and abuse of prescription medication.

Area served: Farmington High School, Franklin High School, Laconia High School, Keene Middle School, Raymond High School, Hillsboro-Deering Middle School, Concord High School, and Rundlett Middle School located in Concord, NH

Source of Funds: 100% Federal Funds from Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, CFDA #93.243 FAIN #SP020796

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

[i] www.dhhs.nh.gov/dphs/hsdm/yrbs.htm

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Student Assistance Program
RFA Name

RFA-2018-BDAS-02-STUDE
RFA Number

Reviewer Names

1. Paul Kiernan
2. Ann Crawford
3. Jill Burke
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Conway SD SAU#9		150	106
2. Dover SD SAU#11		150	123
3. Farmington SD SAU#61		150	128
4. Franklin SD SAU#18		150	128
5. Groveton HS SAU#58		150	110
6. Kearsarge Regional SD SAU#65		150	127
7. Laconia SD SAU#30		150	135
8. Manchester SD SAU#37		150	103
9. Monadnock Family Services, Keene SD		150	139
10. North Country Health Cnsrt, Berlin MS, Haverhill CMS		150	117
11. Pelham SD		150	87
12. Pinkerton Academy		150	100
13. Portsmouth SD		150	103
14. Ramond SD SAU#33		150	128
15. Second Start, Concord HS		150	135
16. White Mountains Regional SD SAU#36		150	113
17. White Mountains SD SAU#35		150	99
18. Winnisquam Regional SD SAU#59		150	115

FORM NUMBER P-37 (version 5/8/15)

Subject: Student Assistant Program (RFA-2018-BDAS-02-STUDE-02)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name School Administrative Unit #18 Franklin School District		1.4 Contractor Address 119 Central Street Franklin, NH 03235	
1.5 Contractor Phone Number 603-934-3108	1.6 Account Number 3395 05-95-49-491510-2407-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation $ 200,000
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature Daniel LeGallo		1.12 Name and Title of Contractor Signatory Daniel LeGallo, Superintendent	

1.13 Acknowledgement: State of NH, County of Merrimack

On July 27, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Robyn Keane

ROBYN KEANE
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
March 22, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

Robyn Keane, Notary

1.14 State Agency Signature Lori Shibinette Date: 8/8/17	1.15 Name and Title of State Agency Signatory Lori Shibinette, Deputy Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: [illegible], Attorney On: 8/9/17

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

FORM NUMBER P-37 (version 5/8/15)

Subject: Student Assistant Program (RFA-2018-BDAS-02-STUDE-02)

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By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Attorney On: 8/9/17

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 as indicated in block 1.18, 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 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials _____
Date 7/26/17

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials PS
Date 11/26/17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall increase the State's existing prevention system including, but not limited to, its resources and capacities to reduce substance abuse and misuse in communities with high need and/or high risk populations of:

1.3.1. Underage drinking among persons aged twelve (12) to twenty (20), and high risk for persons aged twenty-one (21) to twenty-five (25);

1.3.2. Prescription drug misuse and abuse, and illicit opioid misuse and abuse among persons aged twelve (12) to twenty-five (25).

1.4. The Contractor shall hire one full-time student assistance program (SAP) counselor who shall:

1.4.1. Work 37.5 hours per week throughout the school year.

1.4.2. Be available no less than 190 days for each school year.

1.5. The Contractor shall provide services to students in:

1.5.1. Franklin High School

1.5.2. Franklin Middle School

2. Scope of Work

2.1. The Contractor shall screen individuals referred to the program, using the guidance provided by the Department and an evidenced based screening tool as recommended by NAMI-NH that includes an assessment of the individual, family, substance use issues, and whether a referral to treatment is appropriate. The Contractor shall:

2.1.1. Utilize the Center for Adolescent Substance Abuse Research (CRAFFT); the Global Appraisal of Individual Needs – Short Screener (GAIN-SS); or the Adolescent Substance Abuse Screening Instrument (SASSI) screening tools, as appropriate.

2.1.2. Refer individuals to community treatment providers, as appropriate.

2.2. The Contractor shall conduct individual and group sessions, as appropriate, which include but are not limited to:

2.2.1. Conducting individual support sessions, as needed, with the purpose of crisis intervention or to motivate students in participating in groups modeled after Project Success.

2.2.2. Conducting individual sessions as needed to assist students with:

2.2.2.1. Identifying and resisting social and situational pressures to use substances.

2.2.2.2. Correcting misperceptions about the prevalence and acceptability of substance use.

2.2.2.3. Focusing on the personal consequences of substance misuse and abuse.

2.2.2.4. Practicing resistance and coping skills.

2.2.2.5. Identifying barriers to using the newly developed skills or adopting healthy attitudes.

2.2.3. Conduct the Newcomers Group, the Children of Substance Misusing Parents Group and a Seniors Group beginning in year one and expanding new groups in additional years as funding will allow that are modeled after Project Success, which may include, but are not limited to:

2.2.3.1. Alcohol and other Drug Assessment Education Group

2.2.3.2. Sibling Group

2.2.3.3. Non-Users Group

2.2.3.4. Parents, Peers, and Partying Group

2.2.3.5. Users Group

2.2.3.6. Users/Children of Substance Misusing Parents Group

2.2.3.7. Recovery Group.

2.3. The Contractor shall administer pre- and post-assessments that measure student attitudes toward drugs and alcohol to determine and monitor the effectiveness of the Student Assistance Program and measure the impact of student groups which include, but are not limited to:

2.3.1. Children of Substance Misusing Parents/Caregivers Group;

2.3.2. Senior Group.

2.4. The Contractor shall administer annual surveys, and provide results of the

surveys, during the period of March through May, which include but are not limited to:

2.4.1. The Youth Risk Behavior Survey of all students in grades nine (9) through twelve (12).

2.4.2. The Department provided survey for grades seven (7) through eight (8).

2.5. The Contractor shall provide education sessions and/or materials, as approved by the Department, to individuals and or groups, that may include, but are not limited to:

2.5.1. Parent/caregiver education regarding prescription drug misuse, underage drinking and binge drinking, within the school and community.

2.5.2. Alcohol and other drug prevention education in middle school or high school, using evidence based curriculum, such as Project Alert, during seventh and ninth grade transitional years that includes, but is not limited to:

2.5.2.1. Adolescent alcohol, tobacco and other drug information.

2.5.2.2. Family Dynamics and pressures.

2.5.2.3. Skills for coping with stress and life pressure.

2.6. The Contractor shall conduct a minimum of three (3) school/community centered environmental strategies that broadly reach populations within the school and community and focus on alcohol and other drug prevention messaging, including but not limited to:

2.6.1. Providing Youth Mental Health First Aid training to parents, family members, caregivers, teachers, school staff, peers, neighbors, health and human services workers, in order to provide information on how to help adolescents who are experiencing a mental health or addiction challenge or who may be in crisis.

2.6.2. Universal awareness/education activities, including but not limited to:

2.6.2.1. Participating in Red Ribbon Week activities.

2.6.2.2. Creating Positive Behavior Support Plan (PBIS).

2.6.2.3. Alcohol Awareness.

2.6.2.4. Great American Smoke-Out.

2.6.3. Brainstorming ideas with student volunteers, which may result in improvements for the school and the community.

2.7. The Contractor shall increase school and community awareness of the

Student Assistance Program services through media and marketing including but not limited to print media and social media, which may include, but is not limited to Facebook and Instagram in partnership with Department identified organizations, including but not limited to the Partnership for a Drug Free NH. The Contractor shall:

2.7.1. Participate in National Prescription Drug Take Back Day in April of each contract year.

2.7.2. Participating in the Project Sticker Shock Campaign that promotes awareness by providing stickers in public places that have warnings about penalties for adults who may purchase alcohol legally and provide it to minors.

2.7.3. Family Day, CASA, Eat Dinner with Your Children – September of each contract year, a program with key goals that include:

2.7.3.1. Spend time with kids by having dinner together.

2.7.3.2. Talk to kids about friends, interests and dangers of nicotine, alcohol and other drugs.

2.7.3.3. Answer kids' questions and listen to what they have to say.

2.7.3.4. Recognize power that can assist kids to remain substance-free.

2.8. The Contractor shall announce the intentions of the Student Assistance Program in collaboration with community partners in their area which include, but are not limited to:

2.8.1. Franklin mayor's drug task force.

2.8.2. Winnipesaukee Regional Public Health Network.

2.9. The Contractor shall evaluate existing school policies on alcohol and other drugs within the first year of the contract and recommend improvements to the existing policies based on best practice and according to recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment

2.10. The Contractor shall implement improvements to the alcohol and other drug school policies in Section 2.6 in year two (2) of the contract.

2.11. The Contractor shall participate in the Student Assistance Learning Collaborative and other mandatory trainings as identified by the Department.

2.12. The Contractor shall allow a team authorized by the Department to meet with staff on a quarterly basis or as needed to conduct a site visit. The Contractor shall:

2.12.1. Ensure the Department has access sufficient for monitoring of

contract compliance requirements as identified in OMB Circular A-133.

2.12.2. Ensure the Department is provided with scheduled and unscheduled access to Contractor staff and information that includes but is not limited to:

2.12.2.1. Data

2.12.2.2. Financial records

2.12.2.3. Work sites/locations/work spaces and associated facilities.

2.13. The Contractor shall collaborate with the Regional Public Health Network to create a sustainability plan for continuation of the Student Assistance Program beyond the contract end date, which shall be submitted to the Department for approval no later than ninety (90) days prior to the contract end date.

2.14. The Contractor shall work with the NH Center for Excellence, as needed, to ensure evidence based interventions or core elements of evidence based interventions (as approved by the Center for Excellence) are being implemented with fidelity.

3. Reporting

3.1. The Contractor shall input data on a monthly or quarterly basis in an online database, as required by the Department, which shall include, but not be limited to:

3.1.1. Number of students who participated in SAP activities

3.1.2. Demographic of students who participated in SAP activities.

3.1.3. Number of environmental strategies implemented as a result of SAP services

3.1.4. Amount of funds received from other sources for SAP activities and/or programming.

3.2. The Contractor shall provide additional reports or data as required by the Department.

4. Deliverables

4.1. The Contractor shall provide services to a minimum of seven hundred fifty (750) students per year.

4.2. The Contractor shall provide the sustainability plan described in Section 2.13 to the Department for review and approval no later than ninety (90) days prior to the contract completion date.

5. Performance Measures

Exhibit A

5.1. The Contractor shall maintain a 90% response rate of pre- and post-assessments described in Section 2.3.

5.2. A minimum of 50% of responders to the post-assessments described in Section 2.3 will have an unfavorable attitude toward drugs and alcohol.

5.3. A minimum of 75% of responders to the post-assessments described in Section 2.3 will agree that participation in SAP activities had a positive impact on how to effectively deal with peer pressure.

Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with 100% federal funds available through the Catalogue for Domestic Assistance (CFDA) # 93.243, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Partnership for Success Grant.
2. State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for services provided pursuant to Exhibit A, Scope of Services, shall be at an all-inclusive rate of $48.00 per hour for a maximum value of $100,000 per state fiscal year.
4. Payment for said services shall be made monthly as follows:
   - 4.1. The Contractor shall submit an invoice for payment no later than the twentieth (20th) working day of each month for the number of hours worked in the previous month.
   - 4.2. Invoices shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services as well as documentation of matching funds as described in Section 7, below.
   - 4.3. Invoices shall be sent to:

     Department of Health and Human Services
     Attn: Financial Manager
     Bureau of Drug and Alcohol Services
     129 Pleasant Street
     Concord, NH 03301
5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
6. The final invoice shall be submitted to the Department no later than forty (40) days after the contract completion date identified in Form P-37, General Provisions, Block 1.7 Completion Date.
7. The Contractor shall provide documentation of matching funds in the amount of twenty-five percent (25%) of the total price limitation indicated in Form P-37, General Provisions, Block 1.8, Price Limitation. Matching funds may include:
   - 7.1. A cash match is non-federal cash from the Contractor's own funds or cash donations from non-federal third parties.
   - 7.2. An In-kind non-federal match is a non-monetary contribution of personnel, goods, or services purchased or received from non-federal sources,
8. Schools above the state average of students receiving free or reduced lunch may include up to 10% of the total 25% cash match as in-kind contributions.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Contractor Initials JJ
Date 7/26/17

REVISIONS TO GENERAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall

provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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

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.

Contractor Name:

7/26/17
Date

Name: Daniel LeBello
Title: SAU 18 Superintendent

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 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.

Contractor Name:

7/26/17
Date

Name: Daniel LeGallo
Title: SAU 18 Superintendent

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

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:

7/26/17
Date

Name: Daniel LeBallo
Title: SAU 18 Superintendent

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.

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:

7/26/17
Date

Name: Daniel LeGallo
Title: SAU 18 Superintendent

Contractor Initials DL
Date 7/26/17

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:

7/26/17
Date

Name: Daniel LeGallo
Title: SAU 18 Superintendent

Contractor Initials DL
Date 7/26/17

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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 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.

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	SAU 18
The State	Name of the Contractor
Lori Shibinette	Daniel LeGallo
Signature of Authorized Representative	Signature of Authorized Representative
Lori Shibinette	Daniel LeGallo
Name of Authorized Representative	Name of Authorized Representative
Deputy Commissioner	Superintendent
Title of Authorized Representative	Title of Authorized Representative
8/8/17	7/26/17
Date	Date

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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

7/26/17
Date

Name: Daniel LeGallo
Title: SAU 19 Superintendent

Contractor Initials DJ
Date 7/26/17

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 DUNS number for your entity is: _____

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: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Student Assistance Program

This 1st Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #1") dated this 10th day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and the School Administrative Unit #30 Laconia School District, (hereinafter referred to as "the Contractor"), a municipality with a place of business at 39 Harvard Street, Laconia, NH 03264.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 13, 2017 (Item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to renew the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3., the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, and increase the price limitation, and;

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $299,985.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Add Exhibit A Scope of Services, Section 1.6., to read:

   1.6. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payment for services provide after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

6. Delete Exhibit B Method and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #1 Method and Conditions Precedent to Payment.

7. Add Exhibit B-1, Amendment #1.

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/30/19
Date

Name: Katja Fox
Title: Director

SAU #30 Laconia School District

5/13/19
Date

Name: Brendan Minnihan
Title: Superintendent

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Belknap on May 13, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Regina Marie Theberge
Signature of Notary Public or Justice of the Peace

Regina Marie Theberge, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires:

REGINA MARIE THEBERGE
MY COMMISSION EXPIRES MARCH 21, 2023
NOTARY PUBLIC
NEW HAMPSHIRE

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

OFFICE OF THE ATTORNEY GENERAL

June 4, 2019
Date

Emily C. Gray
Name: EMILY CGOERING
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with federal funds as follows: 100% Federal Funds from DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, NH Partnership for Success Initiative – PFS2, CFDA #93.243, Federal Award Identification Number SP020796.
3. **Failure to meet the scope of services may jeopardize the funded Contractor's current** and/or future funding.
4. Payment for said services shall be made monthly as follows:
   4.1. 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 item, as specified in Exhibit B-1, Amendment #1.
   4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to jill.burke@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Bureau of Drug and Alcohol Services
   129 Pleasant Street,
   Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B, Amendment #1.

9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services

Contractor name SAU #30 Laconia School District

Budget Request for: Student Assistance Program (RFA-2018-BDAS-02-STUDE-03)

Budget Period: July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 67,535.00	$ -	$ 67,535.00	$ -	$ -	$ -	$ 67,535.00	$ -	$ 67,535.00
2. Employee Benefits	$ 21,832.00	$ -	$ 21,832.00	$ -	$ -	$ -	$ 21,832.00	$ -	$ 21,832.00
3. Consultants	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 1,068.00	$ -	$ 1,068.00	$ -	$ -	$ -	$ 1,068.00	$ -	$ 1,068.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,560.00	$ -	$ 1,560.00	$ -	$ -	$ -	$ 1,560.00	$ -	$ 1,560.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 99,995.00**	**$ -**	**$ 99,995.00**	**$ -**	**$ -**	**$ -**	**$ 99,995.00**	**$ -**	**$ 99,995.00**

Indirect As A Percent of Direct 0.0%

Contractor Initials

Date 5/13/19

CERTIFICATE OF VOTE

I, Amy N. Hinds, School Board Clerk, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Laconia School District
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on July 1, 2018.
(Date)

RESOLVED: That the Superintendent
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 14 day of May, 2019.
(Date Amendment Signed)

4. Brendan Minnihan is the duly elected Superintendent
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Amy N Hinds
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Belknap

The forgoing instrument was acknowledged before me this 14 day of May, 2019.

By Amy Hinds.
(Name of Elected Officer of the Agency)

Tami Horan
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 3/22/22

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Laconia School District SAU #30 39 Harvard Street PO Box 309 Laconia, NH 03246	729	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X **General Liability (Occurrence Form)**	7/1/2018	7/1/2019	Each Occurrence	$ 5,000,000
Professional Liability (describe)			General Aggregate	$ 5,000,000
☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
X **Automobile Liability**	7/1/2018	7/1/2019	Combined Single Limit (Each Accident)	$5,000,000
Deductible Comp and Coll: $1,000			Aggregate	$5,000,000
☐ Any auto				
X **Workers' Compensation & Employers' Liability**	7/1/2018	7/1/2019	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
X **Property (Special Risk includes Fire and Theft)**	7/1/2018	7/1/2019	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ **Additional Covered Party** ☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
Laconia School District SAU #30 39 Harvard Street PO Box 309 Laconia, NH 03246	**By:** *Mary Beth Purcell* **Date:** 5/14/2019 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Administrative Offices Superintendent Dr. Brendan Minnihan 39 Harvard Street Laconia, NH 03246 Phone: 603-524-5710 Fax: 6

NEW HAMPSHIRE SCHOOL ADMINISTRATIVE UNIT 30

Laconia School Board meetings are held the 1st and 3rd Tuesdays of each month at 6:30 P.M. at the Laconia School District Administrative Building, 39 Harvard Street.

The next regular School Board meeting will be Tuesday, May 21, 2019

Agendas

May 7, 2019
April 16, 2019
April 2, 2019
March 19, 2019
March 5, 2019
February 22, 2019 (Special School Board Meeting)
February 19, 2019
January 15, 2019
December 18, 2018
December 4, 2018
November 20, 2018
November 7, 2018
October 16, 2018
October 2, 2018
September 18, 2018
September 4, 2018
August 23, 2018
July 26, 2018

2018-2019 Laconia School Board Members

Ward at-large
Robert Champlin
bchamplin@laconiaschools.org

Ward #1
Mal Murray (Chairperson)
mmurray@laconiaschools.org

Ward #2
Barbara Luther
bluther@laconiaschools.org

Ward #3
Aaron Hayward
ahayward@laconiaschools.org

Ward #4
Dawn Johnson
dawnjohnson@laconiaschools.org

Ward #5
Stacie Sirois
ssirois@laconiaschools.org

Ward #6
Heather Lounsbury (Vice-Chairperson)
hlounsbury@laconiaschools.org

McKenzie Harrington-Bacote

mbacote@laconiaschools.org

Education

Plymouth State University, Plymouth NH — **Anticipated 2021**
Doctor of Education: Learning, Leadership & Community/PATH/OATH

Plymouth State University, Plymouth, NH
Superintendent of Schools, K-12 Certification — **Anticipated 2020**

Plymouth State University, Plymouth NH — **May 2009**
Master of Education, Self-designed program, Concentration in Anthropology

James Madison University, Harrisonburg, VA — **May 2002**
Bachelor of Science, Cultural Anthropology
Minors: Geology and Religion

Professional & Leadership Experience

Administrator, Laconia School District, Office of School Wellness — **April 2014 - present**

Direct and Oversee the following federal and state grants that support students, staff and families in promoting social, emotional, physical, mental and behavioral health in early childhood through high school graduation:

(1) *Safe Schools/Healthy Students* federal grant awarded by the US DHHS, Substance Abuse and Mental Health Services Administration (SAMHSA). This is an $8.6 million four-year grant supporting the promotion of early childhood social and emotional learning and development, promotion of mental, emotional and behavioral health, connecting families, schools and communities, preventing behavioral health problems, including substance use, and creating safe and violence-free schools.
(2) *School Climate Transformation* grant awarded to the Laconia School District by the US Department of Education (US DOE). This is a $1.01 million five-year grant to support the implementation of Positive Behavior Interventions and Supports (PBIS) in all schools.
(3) *Project AWARE* grant awarded to Laconia by SAMHSA. This is a $100,000 two-year grant that supports the implementation of the evidence-based *Youth Mental Health First Aid* across the district and community.
(4) *System of Care FAST FORWARD 2020* federal grant awarded by the US DHHS SAMHSA. This is $12 million four-year grant supporting expansion and sustainability of a state level system of care (SOC) for children, youth, and their families.
(5) *McKinney-Vento Act Subgrant* awarded by the NHDOE to support implementation and build district capacity to ensure that children, youth, and their families who are experiencing homelessness are provided necessary supports and services to be successful.
(6) *Generating Resilience, Outcomes, and Wellness (GROW)* Grant awarded by the NHDOE. This is a four-year project to develop trauma-sensitive school systems.

(7) *Dropout Prevention Grant* awarded by the NHDOE to support the development an alternative high school. This is a two-year $120,000 grant.
(8) *Student Assistance Program Grant* awarded by NH Bureau of Drug and Alcohol Services to support substance use prevention and intervention at the middle and high school levels. This is a two-year $200,000 grant.
(9) *Pyramid Model Readiness Project* awarded through SPARK NH to support the development and implementation of the Pyramid Model in Laconia public preschools.
(10) Charitable Foundation Grant awarded to support protective supports and services for staff to combat compassion fatigue and vicarious trauma

- Responsibilities include: Fiscal management and oversight of roughly $1.5 million annual budget; Creation and implementation of multiple vendor contracts supporting five schools, Pre-K – 12th grade; Staff development, including hiring, evaluation, and supervision; Federal reporting; Oversight of ongoing Workforce Development and Professional Development across all schools in the district, including implementation of Cultural and Linguistically Appropriate Service (CLAS) Standards in education, and; Oversight and provision of the following Multi-Tiered Systems of Support: Positive Behavior Interventions and Supports (PBIS), Interconnected Systems Framework (ISF), and Trauma-Sensitive Schools (TSS) through a vertically aligned, district-wide program of implementation.
- Grant proposal writer for federal and state RFP and RFA opportunities
- Liaison with state and federal partners
- Leader of PBIS District Leadership Team and District Core Management Team
- Conduct trainings as a certified instructor in *Youth Mental Health First Aid* and *Diversity and Cultural Competence*
- Leader of *Community Relations* District Strategic Planning Committee

Education Consultant, NHDOE, Bureau of Special Education **September 2009-April 2014**

- Responsibilities: direct, manage, and coordinate various projects, grants, and compliance monitoring activities. This requires research, writing, data retrieval and analysis, fiscal oversight and budget development, educational information dissemination, staff supervision, and excellent customer service.
- Project Director, *Safe Schools and Healthy Students State Planning Grant*: $8.6 million grant awarded by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA) to work with three local school districts and the N.H. Bureau of Behavioral Health to decrease student exposure to violence, increase positive school culture and climate, increase access to behavioral and mental health services, increase early childhood screening, decrease incidents of suspension and expulsion, and ensure cultural and linguistic competence.
- Grant proposal writer of Requests for Proposals (RFPs) and Requests for Applications (RFAs) to US Departments.
- Create and develop RFPs for NHDOE expenditure of state and federal discretionary funding; RFP proposal reviewing; Grant management and fiscal oversight of federal and state grants.
- Project Consultant, *Next Steps NH: College, Career, and Life Readiness:* a $3.6 million State Performance Development Grant from the US Department of Education.
- Responsible for Governor & Council processes for contract/grant approvals and fund expenditure.
- Oversight of NH district's IDEA/Preschool federal entitlement grants & American Recovery and Reinvestment Act (ARRA) grants.
- Provide technical assistance and direct support to NH school districts and parents of students with disabilities.
- Represent NHDOE at NH legislative hearings and committee meetings regarding House and Senate bills that affect the education of students with disabilities, including verbal and written testimony and fiscal note development.
- Policy and Data responsibilities: Collect, analyze and interpret data and policies; use data to inform decision making; Develop and submit reports for US Department of Education, Office of Special Education Programs.

- Conduct educational program reviews and evaluations to ensure compliance with federal and state regulations through onsite visits to schools to monitor educational standards and practice, including preparing written reports, recommending approval actions, corrective action plans, and suggesting program improvements.
- Oversight of the *Translation Services* project that provides translated special education and other documents for parents and families in NH whose first language is other than English.
- Represent NHDOE on various statewide committees.
- Liaison for all NH County Departments of Correction, the state prison's Granite State High School, and NH school districts regarding the population of special education students, age 17 – 21, who are incarcerated.
- Oversight and coordination of NHDOE's Indicator 13 ~ *Secondary Transition* efforts for NH's State Performance Plan for Special Education. Responsibilities include training of NH administrators and staff, federal compliance monitoring and evaluating of NH school districts' implementation of Transition IEPs, and research in best practices.
- Responsible for federal reporting of Indicator 1: Graduation & Indicator 2: Dropout for NH's State Performance Plan for Special Education.
- Supervision of support staff and NHDOE contracted vendors

Program Specialist III, NHDOE, Bureau of Special Education **December 2007-September 2009**

- Program Coordinator, Educational Surrogate Parent Program: Responsibilities include oversight, coordination, marketing, recruitment, and ensuring compliance and regulation of the Individuals with Disabilities Education Act (IDEA) and New Hampshire Rules for the Education of Children with Disabilities, Ed. 1115 Surrogate Parents; liaison for school districts, area agencies, and Division of Children, Youth, and Family (DCYF) workers; oversight of 300 NH volunteers.
- Management of the Master Surrogate Parent Program: Responsibilities include management and supervision of five Master Surrogate Parents annually; reviewing their applications, interviewing candidates, and awarding contracts; assigning and evaluating their work.
- Program Coordinator, Technical Assistance Consultants (TAC): project that provides technical assistance, corrective action, trainings and workshops to districts, parents, communities, and volunteers. Responsibilities include management and supervision of up to five TACs annually; reviewing applications, interviewing candidates, and awarding contracts; assigning and evaluating their work.
- Program Coordinator, IEP Facilitation Program: program that provides facilitators to school districts for IEP team meetings.
- Project Director: Achievement for Dropout Prevention and Excellence III (APEX III), a NH DOE funded project awarded to UNH's Institute on Disability (IOD) targeting at-risk students with disabilities in six NH high schools, following the model set forth in APEX I and APEX II.

Program Specialist II, NHDOE, Bureau of Special Education **June 2006-December 2007**

Achievement for Dropout Prevention and Excellence II (APEX II), Federal grant during 9/2005 – 9/2009: Responsibilities include APEX II grant oversight; management of budget, financial expenditures, and Governor & Council processes; development, coordination, and marketing of conferences and events; liaison work with UNH, National Center for Dropout Prevention at Clemson University, Alliance for Community Supports, Inc., and New Hampshire Center for Effective Behavioral Interventions and Supports; intensive work with high schools (administration, staff and students) involved in the project; evaluation and calculation of district data for the Bureau and all other assigned tasks.

Teaching Experience

Science Teacher, Waterville Valley Academy November 2005-April 2006

Graduate Assistant, Teaching Fellowship, Plymouth State University September 2003-June 2005

Field Naturalist, Orange County Department of Education, California January 2003-August 2003

Teacher Assistant, James Madison University, Geology Department August 2000-May 2002

Research Experience

- Master Thesis: *The Rise of Females in Education and the Labor Force: Transitions in American Culture*
- Graduate Ethnographic Fieldwork: Italy, Cultural Emersion Program,
- Undergraduate Ethnographic Fieldwork, JMU Anthropology Department, Researched role of prayer and ritual in local Islamic Community via emersion in local mosque
- Invertebrate Paleontologist Lab Technician, Virginia Museum of Natural History, *NSF Grant*, Researched, sorted & identified invertebrate species from samples along the east coast of the United States for documentation of species' numbers and geologic time span for collections' records

Professional Activities and Memberships

- 2018 Presidential State of the Union Guest of U.S. Senator Maggie Hassan
- Granite United Way Statewide Community Impact Committee Content Expert (October 2018 – present)
- NHDOE's New Hampshire Comprehensive School Services ESSA Advisory (April 2016 – present)
- School Social Worker Association of America Member (2016 – present)
- Association for Positive Behavior Support Member (2016 – present)
- Diversity and Cultural Competence Instructor (January 2016)
- Youth Mental Health First Aid Instructor (January 2015)
- NHDOE's Early Learning Workgroup (January 2015 – April 2015)
- Winnipesaukee Public Health Council Member (June 2014 – present)
- Assessment/PACE Committee Member (September 2017 -present)
- Project EXTRA Advisory Committee Member (June 2014 – present)
- Laconia Health and Wellness Academy Committee Member (June 2014 – present)
- Stand Up Laconia Executive Committee Member (2014-present)
- State Management Team, Office of Student Wellness, NHDOE (2014-present)
- NH Children's Behavioral Health Community of Practice (2014-present)
- Leadership Institute Series, NH School Administrators Association (2010)
- Recipient of *Graduate Teaching Fellowship* (2003-2005)
- NH National Guard Scholarship Committee Member
- NH Children's Behavioral Health Steering Committee Member
- NH DCYF System of Care Leadership Team Member
- New Hampshire Association of Special Education Administrators (NHASEA)

Professional Presentations

- NASP 2019 Annual Convention, ***Dimensions of Wellness: A School District Approach to Prevention & Intervention***, half-day workshop (February 2019)
- NASP 2019 Annual Convention, ***The Power of Relationships in Building Hope and Resiliency in Children***, Session Presentation (February 2019)
- 2018 Promise Neighborhoods National Network Conference, ***Tacking Today's Problems Together: The Opioid Epidemic***, Presentation (October 2018)

- US Department of Education's Safe and Healthy Students Project Director's Pre-Conference Meeting, ***SCTG LEA Integration***, Presentation (October 2018)
- 13th Annual New England PBIS Conference (November 2017) ~ Presenter
- NH Educator's Summit (August 2017) ~ Presenter
- 2016 National PBIS Leadership Forum (October 2016) ~ Presenter
- NH Governor's Summit on Substance Use ~ Presenter (May 2016)
- 11th Annual New England Positive Behavioral Interventions and Supports Forum (November 2015)
- NAMI NH Mental Health & School Conference presenter (2013)
- Governor's 3rd Annual High School Graduation Summit ~ Panel Presenter
- NHASEA ~ Presenter - Indicator 13/Secondary Transition, Educational Surrogate Parent Program, Summer Academy Lead for NHDOE
- UNH's Institute on Disability's Transition Series ~ Panel Presenter
- NH Family Support Conference 2012 ~ Panel Presenter
- NH Vocational Rehabilitation Transition Internship ~ Presenter

Jessica Conrad, LCMHC, MLADC,CPS

(603) 524-3350 ext. 4216 ▪ jconrad@laconiaschools.org

Education

- Master of Science in Mental Health Counseling, December 2010
  - New England College, Henniker, NH

- Bachelor of Science in Psychology with a concentration in mental health, May 2008
  - Plymouth State University, Plymouth, NH

- Licensure/Certification
  - Licensed Clinical Mental Health Counselor (LCMHC)
  - Master Licensed Alcohol and Drug Counselor (MLADC)
  - Certified Prevention Specialist (CPS)

Experience

- **Drug & Alcohol Counselor/Student Assistance Program Coordinator**, Laconia School District: January 2014 to present
  - Provide drug and alcohol counseling within the middle and high school
  - Implement aspects of the Project SUCCESS: Classroom education, prevention groups and school wide awareness activities.
  - Provide support to students in crisis or those impacted by someone else's substance use

- **Family Therapist**, Child and Family Services: Family Counseling Program, May 2014 to September 2018
  - Provide individual and family counseling for people experiencing mental health or family problems.
  - Address problems such as anxiety, depression, communication, anger management, trauma, and substance abuse.

- **Substance Abuse Clinician**, Child and Family Services: Substance Abuse Treatment Program, March 2011 to September 2018
  - Provide individual and group counseling to adolescents and adults who are experiencing problems with drug/alcohol use
  - Use the Global Appraisal of Individual Needs (GAIN) to assess clients
  - Use the evidence-based Adolescent Community Reinforcement Approach (ACRA) treatment model

- **Family Therapist**, Child and Family Services: Integrated Home-Based (IHB) Program, August 2012 to November 2012 (per diem)
  - Completed family assessments, treatment plans, monthly reports, and collaborated with the case worker assigned to each case and worked together with the JPPO/CPSW or other referral sources
  - Provided family counseling, and occasional individual counseling, as needed in each case

- Attended case specific meetings and appointments to include, but not limited to: court dates, team meetings, IEP meetings, etc.

- **Direct Support Professional**, Independent Services Network, August 2007 to March 2011
  - Provided direct support for individual's with developmental disabilities
  - Assisted clients with activities of daily living, brought clients out into the community, and helped clients achieve greater independence
  - Participated in developing and implementing client's Individual Service Plans

- **Clinical Intern**, Child and Family Services: Adolescent Substance Abuse Treatment Program, September 2009 to June 2010
  - Provided individual counseling to adolescents who were abusing or dependent on drugs or alcohol
  - Used the Global Appraisal of Individual Needs (GAIN) to assess clients
  - Wrote treatment plans with clients and assisted them in achieving their goals

Trainings

- Project SUCCESS program
- Trauma-Focused Cognitive Behavioral Therapy (TF-CBT)
- NAMI NH's Connect Suicide Prevention Program
- Adolescent Community Reinforcement Approach (ACRA)
- Global Appraisal of Individual Needs (GAIN)

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Laconia School District, SAU #30

Name of Contract: Student Assistance Program (RFA-2018-BDAS-02-STUDE)

BUDGET PERIOD:	SFY 20			
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
McKenzie Harrington-Bacote	Administrator	$90,177	20.00%	$18,035.30
Jessica Conrad	SAP Coordinator	$49,500	100.00%	$49,500.00
			0.00%	$0.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				$67,535.30

BUDGET PERIOD:	SFY 21			
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
McKenzie Harrington-Bacote	Administrator	$92,882	20.00%	$18,576.40
Jessica Conrad	SAP Coordinator	$50,985	100.00%	$50,985.00
				$0.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				$69,561.40

16 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov/dcbcs/bdas/

August 4, 2017

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 Behavior Health, Bureau of Drug and Alcohol Services, to enter into agreements with the vendors listed below for the provision of drug and alcohol misuse prevention through Student Assistance Programs at the middle and high school levels, in an amount not to exceed $1,057,509, upon date of Governor and Council approval, through June 30, 2019. 100% Federal Funds.

Vendor	Vendor Code	Location	Amount
Farmington, SAU #61	160001	Farmington	$200,000
Franklin, SAU #18	159863	Franklin	$200,000
Laconia, SAU #30	177420	Laconia	$199,990
Monadnock Family Services	177510	Keene	$68,940
Raymond, SAU #33	159945	Raymond	$199,955
Second Start	177224	Concord	$188,624
	TOTAL:		**$1,057,509**

Funds are available in the following account for State Fiscal Year 2018 and State Fiscal Year 2019, with authority to adjust amounts within the price limitation and encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, PFS2 GRANT.

Farmington School District, SAU#61, Vendor Code: 160001-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$100,000
2019	102-500731	Contracts for Prog Svc	92052407	$100,000
			Subtotal	$200,000

Franklin School District, SAU #18, Vendor Code: 159994-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$100,000
2019	102-500731	Contracts for Prog Svc	92052407	$100,000
			Subtotal	$200,000

Laconia School District, SAU #30, Vendor Code: 177420-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$ 99,995
2019	102-500731	Contracts for Prog Svc	92052407	$ 99,995
			Subtotal	$199,990

Monadnock Family Services, Vendor Code: 177510-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$36,762
2019	102-500731	Contracts for Prog Svc	92052407	$32,178
			Subtotal	$68,940

Raymond School District, SAU #33, Vendor Code: 159945-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$ 99,965
2019	102-500731	Contracts for Prog Svc	92052407	$ 99,990
			Subtotal	$199,955

Second Start, Vendor Code: 177224-B002

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$ 94,312
2019	102-500731	Contracts for Prog Svc	92052407	$ 94,312
			Subtotal	$ 188,624
			FY18 TOTAL	**$ 531,034**

			FY19 TOTAL	$ 526,475
			GRAND TOTAL:	$1,057,509

EXPLANATION

The purpose of this request is to enter into contracts with six (6) vendors for the provision of direct prevention services to students between the seventh (7th) and twelfth (12th) grades.

Although the State has seen some improvements, there continue to be communities of high need where prevalence of substance use is higher than the state average which has increased over time. In these communities, progress has been slower and more challenged by local conditions including limited resources; fewer opportunities for youth; and less success in addressing substance misuse among youth.

The purpose of the Student Assistance Program (SAP) is to increase the State's existing prevention system's resources and capacities to reduce substance abuse and misuse in communities with 'high need, high risk' populations. Specifically, SAP services address:

1) underage drinking among persons aged 12 to 20; and

2) prescription drug misuse and abuse and illicit opioid misuse and abuse among persons aged 12 to 25, in 'high need, high risk' populations in New Hampshire.

'High need, high risk' populations are local communities such as, cities/towns/schools/college campuses that show their population's prevalence rates for alcohol and/or other drugs misuse are higher than the New Hampshire's state average prevalence rates by using the prevalence rate data from the 2013 or 2015 Youth Risk Behavior Survey[i] or the 2014 National Survey on Drug Use and Health reports or similar data.

These vendors were selected through a competitive bid process. A Request for Applications was posted on the Department's website from November 18, 2016 through January 24, 2017. The Department received eighteen (18) applications, which were reviewed and scored by a team of individuals with specific knowledge and experience of the population served and their needs. The six applications with the highest scores were selected. Score Summary is attached.

The Contractors will conduct alcohol and other drug screenings, individual support sessions, group support sessions and referrals to drug and alcohol treatment providers when indicated by the screening. The Contractors will provide students and parents with targeted drug and alcohol education to improve understanding of risks associated with prescription drug use and underage alcohol use as well as the developmental milestones of adolescences. The Contractors will also incorporate community-level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

Vendors are required to contribute a twenty-five percent (25%) funding match unless the area served exceeds the state average for free or reduced lunches. The match requirement is intended to ensure school administration buy-in and sustainability of the program once the grant funding ends.

These agreements include language in Exhibit C-1 that reserves the Department's right to exercise renewal options for up to two (2) additional years contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures/objectives will be used to measure the effectiveness of the contracts:

- Vendors must maintain a 90% response rate of pre- and post-assessments that will be conducted prior to and after receiving Student Assistance Program services.
- Vendors will ensure a minimum of 50% of responders to the post-assessments described above will have an unfavorable attitude toward drugs and alcohol.
- Vendors will ensure a minimum of 75% of responders to the post-assessments will agree that participation in SAP activities had a positive impact on how to effectively deal with peer pressure.

Should Governor and Executive Council not authorize this Request, an undetermined number of students who have drug and alcohol abuse issues may not receive support and education during critical transitional school years. Lack of these support services may result in an increase prevalence rate of underage drinking and drug use, as well as the misuse and abuse of prescription medication.

Area served: Farmington High School, Franklin High School, Laconia High School, Keene Middle School, Raymond High School, Hillsboro-Deering Middle School, Concord High School, and Rundlett Middle School located in Concord, NH

Source of Funds: 100% Federal Funds from Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, CFDA #93.243 FAIN #SP020796

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

[i] www.dhhs.nh.gov/dphs/hsdm/yrbs.htm

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Student Assistance Program
RFA Name

RFA-2018-BDAS-02-STUDE
RFA Number

Reviewer Names

1. Paul Kiernan
2. Ann Crawford
3. Jill Burke
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Conway SD SAU#9		150	106
2. Dover SD SAU#11		150	123
3. Farmington SD SAU#61		150	128
4. Franklin SD SAU#18		150	128
5. Groveton HS SAU#58		150	110
6. Kearsarge Regional SD SAU#65		150	127
7. Laconia SD SAU#30		150	135
8. Manchester SD SAU#37		150	103
9. Monadnock Family Services, Keene SD		150	139
10. North Country Health Cnsrt, Berlin MS, Haverhill CMS		150	117
11. Pelham SD		150	87
12. Pinkerton Academy		150	100
13. Portsmouth SD		150	103
14. Ramond SD SAU#33		150	128
15. Second Start, Concord HS		150	135
16. White Mountains Regional SD SAU#36		150	113
17. White Mountains SD SAU#35		150	99
18. Winnisquam Regional SD SAU#59		150	115

FORM NUMBER P-37 (version 5/8/15)

Subject: Student Assistant Program (RFA-2018-BDAS-02-STUDE-03)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name School Administrative Unit #30 Laconia School District		1.4 Contractor Address 39 Harvard Street Laconia, NH 03264	
1.5 Contractor Phone Number 603-524-5710	1.6 Account Number 05-95-49-491510-~~2407~~ 3395-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation $ 199,990
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Brendan Minnihan, superintendent	

1.13 Acknowledgement: State of ~~New Hampshire~~, County of Belknap

On July 27, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Regina Theberge

REGINA THEBERGE
Notary Public
~~My Commission Expires:~~
April 17, 2018

1.13.2 Name and Title of Notary or Justice of the Peace

Regina Theberge, Notary

1.14 State Agency Signature Date: 8/3/17	1.15 Name and Title of State Agency Signatory Katja S Fox, Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Attorney	On: 8/8/17
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

Subject: Student Assistant Program (RFA-2018-BDAS-02-STUDE-03)

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

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[Seal]

REGINA THEBERGE
Notary Public
My Commission Expires:
April 17, 2018

1.13.2 Name and Title of Notary or Justice of the Peace

Regina Theberge, Notary

1.14 State Agency Signature Date: 8/3/17	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Attorney On: 8/8/17

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 as indicated in block 1.18, 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 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials BM
Date 7/29/17

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall increase the State's existing prevention system including, but not limited to, its resources and capacities to reduce substance abuse and misuse in communities with high need and/or high risk populations of:

1.3.1. Underage drinking among persons aged twelve (12) to twenty (20), and high risk for persons aged twenty-one (21) to twenty-five (25);

1.3.2. Prescription drug misuse and abuse, and illicit opioid misuse and abuse among persons aged twelve (12) to twenty-five (25).

1.4. The Contractor shall hire three (3) student assistance program (SAP) counselors, of which:

1.4.1. Two (2) shall work .375 hours per week (0.10 FTE) twelve months of year.

1.4.2. One (1) shall work 37.5 hours per week (1.0 FTE) for 200 days of the year (full school year and fourteen (14) summer days).

1.5. The Contractor shall ensure services are available to students in:

1.5.1. Laconia Middle School.

1.5.2. Laconia High School.

2. Scope of Work

2.1. The Contractor shall screen individuals referred to the program, using the guidance provided by the Department and an evidenced based screening tool as recommended by NAMI-NH that includes an assessment of the individual, family, substance use issues, and whether a referral to treatment is appropriate. The Contractor shall:

2.1.1. Submit the evidenced based screening tool to be used to the Department for approval within thirty (30) days of the contract effective date.

2.1.2. Refer individuals to community treatment providers, as appropriate.

2.2. The Contractor shall conduct individual and group sessions, as appropriate, which include but are not limited to:

2.2.1. Conducting individual support sessions, as needed, with the purpose of crisis intervention or to motivate students in participating in groups modeled after Project Success.

2.2.2. Conducting individual sessions as needed to assist students with:

2.2.2.1. Identifying and resisting social and situational pressures to use substances.

2.2.2.2. Correcting misperceptions about the prevalence and acceptability of substance use.

2.2.2.3. Focusing on the personal consequences of substance misuse and abuse.

2.2.2.4. Practicing resistance and coping skills.

2.2.2.5. Identifying barriers to using the newly developed skills or adopting healthy attitudes.

2.2.3. Conduct the Newcomers Group, the Children of Substance Misusing Parents Group and a Seniors Group beginning in year one and expanding new groups in additional years as funding will allow that are modeled after Project Success, which may include, but are not limited to:

2.2.3.1. Alcohol and other Drug Assessment Education Group

2.2.3.2. Sibling Group

2.2.3.3. Non-Users Group

2.2.3.4. Parents, Peers, and Partying Group

2.2.3.5. Users Group

2.2.3.6. Users/Children of Substance Misusing Parents Group

2.2.3.7. Recovery Group.

2.3. The Contractor shall administer pre- and post-assessments that measure student attitudes toward drugs and alcohol to determine and monitor the effectiveness of the Student Assistance Program and measure the impact of student groups which include, but are not limited to:

2.3.1. Children of Substance Misusing Parents/Caregivers Group;

2.3.2. Senior Group.

2.4. The Contractor shall administer annual surveys, and provide results of the

surveys, during the period of March through May, which include but are not limited to:

2.4.1. The Youth Risk Behavior Survey of all students in grades nine (9) through twelve (12).

2.4.2. The Department provided survey for grades seven (7) through eight (8).

2.5. The Contractor shall provide education sessions and/or materials, as approved by the Department, to individuals and or groups, that may include, but are not limited to:

2.5.1. Parent/caregiver education regarding prescription drug misuse, underage drinking and binge drinking, within the school and community.

2.5.2. Alcohol and other drug prevention education in middle school or high school, using evidence based curriculum, such as Project Alert, during seventh and ninth grade transitional years that includes, but is not limited to:

2.5.2.1. Adolescent alcohol, tobacco and other drug information.

2.5.2.2. Family Dynamics and pressures.

2.5.2.3. Skills for coping with stress and life pressure.

2.6. The Contractor shall conduct a minimum of three (3) school/community centered environmental strategies that broadly reach populations within the school and community and focus on alcohol and other drug prevention messaging, including but not limited to:

2.6.1. Initiating health and wellness activities within the school buildings.

2.6.2. Participating in Red Ribbon Week activities.

2.6.3. Brainstorming ideas with student volunteers, which may result in improvements for the school and the community.

2.7. The Contractor shall increase school and community awareness of the Student Assistance Program services through media and marketing including but not limited to print media and social media, which may include, but is not limited to Facebook, Twitter and Instagram in partnership with Department identified organizations, including but not limited to the Partnership for a Drug Free NH.

2.8. The Contractor shall announce the intentions of the Student Assistance Program in collaboration with community partners that may include, but are not limited to:

2.8.1. Faith based organizations.

2.8.2. Police Department.

2.8.3. Sheriff's Department.

2.8.4. Emergency responders.

2.9. The Contractor shall evaluate existing school policies on alcohol and other drugs within the first year of the contract and recommend improvements to the existing policies based on best practice and according to recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment

2.10. The Contractor shall implement improvements to the alcohol and other drug school policies in Section 2.6 in year two (2) of the contract.

2.11. The Contractor shall participate in the Student Assistance Learning Collaborative and other mandatory trainings as identified by the Department.

2.12. The Contractor shall allow a team authorized by the Department to meet with staff on a quarterly basis or as needed to conduct a site visit. The Contractor shall:

2.12.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

2.12.2. Ensure the Department is provided with scheduled and unscheduled access to Contractor staff and information that includes but is not limited to:

2.12.2.1. Data

2.12.2.2. Financial records

2.12.2.3. Work sites/locations/work spaces and associated facilities.

2.13. The Contractor shall collaborate with the Regional Public Health Network to create a sustainability plan for continuation of the Student Assistance Program beyond the contract end date, which shall be submitted to the Department for approval no later than ninety (90) days prior to the contract end date.

2.14. The Contractor shall work with the NH Center for Excellence, as needed, to ensure evidence based interventions or core elements of evidence based interventions (as approved by the Center for Excellence) are being implemented with fidelity.



3. Reporting

3.1. The Contractor shall input data on a monthly or quarterly basis in an online database, as required by the Department, which shall include, but not be limited to:

3.1.1. Number of students who participated in SAP activities

3.1.2. Demographic of students who participated in SAP activities.

3.1.3. Number of environmental strategies implemented as a result of SAP services

3.1.4. Amount of funds received from other sources for SAP activities and/or programming.

3.2. The Contractor shall provide additional reports or data as required by the Department.

4. Deliverables

4.1. The Contractor shall provide services to a minimum of nine hundred sixty-three (963) students per year.

4.2. The Contractor shall submit the evidenced based screening tool described in Section 2.1.1 to the Department no later than thirty (30) days from the contract effective date.

4.3. The Contractor shall provide the sustainability plan described in Section 2.13 to the Department for review and approval no later than ninety (90) days prior to the contract completion date.

5. Performance Measures

5.1. The Contractor shall maintain a 90% response rate of pre- and post-assessments described in Section 2.3.

5.2. A minimum of 50% of responders to the post-assessments described in Section 2.3 will have an unfavorable attitude toward drugs and alcohol.

5.3. A minimum of 75% of responders to the post-assessments described in Section 2.3 will agree that participation in SAP activities had a positive impact on how to effectively deal with peer pressure.

Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with 100% federal funds available through the Catalogue for Domestic Assistance (CFDA) # 93.243, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Partnership for Success Grant.
2. State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for services provided pursuant to Exhibit A, Scope of Services, shall be at an all-inclusive rate of $48.00 per hour for a maximum value of $99,995 per state fiscal year.
4. Payment for said services shall be made monthly as follows:
   - 4.1. The Contractor shall submit an invoice for payment no later than the twentieth (20th) working day of each month for the number of hours worked in the previous month.
   - 4.2. Invoices shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services as well as documentation of matching funds as described in Section 7, below.
   - 4.3. Invoices shall be sent to:

     Department of Health and Human Services
     Attn: Financial Manager
     Bureau of Drug and Alcohol Services
     129 Pleasant Street
     Concord, NH 03301
5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
6. The final invoice shall be submitted to the Department no later than forty (40) days after the contract completion date identified in Form P-37, General Provisions, Block 1.7 Completion Date.
7. The Contractor shall provide documentation of matching funds in the amount of twenty-five percent (25%) of the total price limitation indicated in Form P-37, General Provisions, Block 1.8, Price Limitation. Matching funds may include:
   - 7.1. A cash match is non-federal cash from the Contractor's own funds or cash donations from non-federal third parties.
   - 7.2. An In-kind non-federal match is a non-monetary contribution of personnel, goods, or services purchased or received from non-federal sources,
8. Schools above the state average of students receiving free or reduced lunch may include up to 10% of the total 25% cash match as in-kind contributions.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall

provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.**

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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

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.

Contractor Name:

7/27/17
Date

Name: Brendan Minnihan
Title: superintendent

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 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.

Contractor Name:

7/27/17
Date

Name: Brendan Minniham
Title: superintendent

Contractor Initials BM
Date 7/27/17

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

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:

7/27/17
Date

Name: Brendan Minnihan
Title: superintendent

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.

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:

7/27/17
Date

Name: Brendan Minnihan
Title: superintendent

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:

7/27/17
Date

Name: Brendan Minnihan
Title: superintendent

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

Contractor Initials BM

Date 7/27/17

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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 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.

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	Laconia School District
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Dr Katja S Fox	Brendan Minnihan
Name of Authorized Representative	Name of Authorized Representative
Director	Superintendent
Title of Authorized Representative	Title of Authorized Representative
8/3/17	7/27/17
Date	Date

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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

7/27/17
Date

Name: Brendan Minnihan
Title: Superintendent

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 DUNS number for your entity is: 184634095000

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: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Student Assistance Program

This 1st Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #1") dated this 10th day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and the School Administrative Unit #33 Raymond School District, (hereinafter referred to as "the Contractor"), a municipality with a place of business at 43 Harriman Hill Road, Raymond, NH 03077.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 13, 2017 (Item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to renew the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3., the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, and increase the price limitation, and;

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $299,945.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Add Exhibit A, Scope of Services, Section 1.5., to read:

   1.5. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payment for services provide after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

6. Delete Exhibit B Method and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #1 Method and Conditions Precedent to Payment.

7. Add Exhibit B-1, Amendment #1.

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/5/19
Date

Name: Katja Fox
Title: Director

SAU #33 Raymond School District

5/28/19
Date

Name: Tina H. McCoy
Title: Superintendent

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Rockingham on 5/28/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or ~~Justice of the Peace~~

Ronald A. Brickett, Notary Public
Name and Title of Notary or ~~Justice of the Peace~~

My Commission Expires: 9/16/20

RONALD A. BRICKETT
Notary Public - New Hampshire
My Commission Expires September 16, 2020

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

OFFICE OF THE ATTORNEY GENERAL

6/5/19
Date

Lisa M. English
Name: Lisa M. English
Title: Special Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with federal funds as follows: 100% Federal Funds from DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, NH Partnership for Success Initiative – PFS2, CFDA #93.243, Federal Award Identification Number SP020796.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   4.1. 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 item, as specified in Exhibit B-1, Amendment #1.
   4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to jill.burke@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Bureau of Drug and Alcohol Services
   129 Pleasant Street,
   Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B, Amendment #1.

9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services

Contractor name SAU #33 Raymond School District

Budget Request for: Student Assistance Program (RFA-2018-BDAS-02-STUDE-05)

Budget Period: July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 53,114.00	$ 1,323.00	$ 54,437.00	$ 10,439.00	$ -	$ 10,439.00	$ 42,675.00	$ 1,323.00	$ 43,998.00
2. Employee Benefits	$ 21,021.00	$ 500.00	$ 21,521.00	$ 4,883.00	$ -	$ 4,883.00	$ 16,138.00	$ 500.00	$ 16,638.00
3. Consultants	$ 12,500.00	$ 387.50	$ 12,887.50	$ -	$ -	$ -	$ 12,500.00	$ 387.50	$ 12,887.50
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 12,500.00	$ 387.50	$ 12,887.50	$ -	$ -	$ -	$ 12,500.00	$ 387.50	$ 12,887.50
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 3,171.00	$ 98.00	$ 3,269.00	$ -	$ -	$ -	$ 3,171.00	$ 98.00	$ 3,269.00
6. Travel	$ 4,000.00	$ 124.00	$ 4,124.00	$ -	$ -	$ -	$ 4,000.00	$ 124.00	$ 4,124.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Insurance	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
10. Marketing/Communications	$ 1,000.00	$ 31.00	$ 1,031.00	$ -	$ -	$ -	$ 1,000.00	$ 31.00	$ 1,031.00
11. Staff Education and Training	$ 5,000.00	$ 155.00	$ 5,155.00	$ -	$ -	$ -	$ 5,000.00	$ 155.00	$ 5,155.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 117,306.00	$ 3,006.00	$ 120,312.00	$ 20,322.00	$ -	$ 20,322.00	$ 96,984.00	$ 3,006.00	$ 99,990.00

Indirect As A Percent of Direct 2.6%

Contractor Initials

Date 5/28/19

CERTIFICATE OF VOTE

I, Joseph Saulnier, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Raymond School District.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 24, 2019:
(Date)

RESOLVED: That the Superintendent of Schools
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28th day of May, 2019.
(Date Contract Signed)

4. Tina H. McCoy is the duly elected Superintendent of Schools
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 5th day of June, 2019,

By Joseph Saulnier.
(Name of Elected Officer of the Agency)

Karen M Stuart
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 09/13/2022

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Raymond School District SAU #33 43 Harriman Hill Road Raymond, NH 03077	933	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X **General Liability (Occurrence Form)** **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence	7/1/2019	7/1/2020	Each Occurrence	$ 5,000,000
			General Aggregate	$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
X **Automobile Liability** Deductible Comp and Coll: $1,000 ☐ Any auto	7/1/2019	7/1/2020	Combined Single Limit (Each Accident)	$5,000,000
			Aggregate	$5,000,000
X **Workers' Compensation & Employers' Liability**	7/1/2019	7/1/2020	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
X **Property (Special Risk includes Fire and Theft)**	7/1/2019	7/1/2020	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ **Additional Covered Party**	☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301			**By:** *Mary Beth Purcell* **Date:** 5/20/2019 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Raymond School Board

As of March 2019

Joseph Saulnier, Chair

j.saulnier@sau33.com

Janice Arsenault, Vice Chair

j.arsenault.sb@sau33.com

Beth Paris, Secretary

b.paris.sb@sau33.com

Michelle Couture

m.couture.sb@sau33.com

Moe Titcomb

m.titcomb.sb@sau33.com

Georgina R. Simone, LADC

EXPERIENCE

Raymond School District, Student Assistance Program (SAP) Counselor
February 2018-Current

- Provide individual counseling, screening, and referral for students with performance and behavioral difficulties due to substance abuse and/or mental health issues that impact a students' ability to participate in school.
- Provide psychoeducational groups on a variety of topics related to substance abusing, children of substance abusing parents, tobacco awareness and/or tobacco cessation, anger management, bullying behavior, suicide and self-harm thoughts and attempts, and others as outlined in current best practice.
- Provide education through classroom presentations and school-wide assemblies on the topics of substance abuse, suicide, and bullying and violence prevention.
- Provide educational opportunities and resources for parents of middle and high school students through community forums, town hall meetings, the Freshman Learning Community orientation, open house, health fairs, newsletters, and other forums as directed by the Building Principal.
- Provide resources to families related to mental health and substance abuse issues needing to be addressed outside of school.

Merrimack River Medical Services, Substance Abuse Counselor
June 2014-February 2018

- Knowledge in opioid replacement therapy, methadone maintenance
- Facilitate individual and group therapy
- Developed and maintain community relationships with local treatment centers
- Design treatment and rehabilitation programs based on patient needs
- Participate in clinical and medical team meetings
- Restore patients to productive roles by providing education about available community-based organizations, social and employment services
- Modify treatment plans according to patient needs

Saint Joseph Hospital, Appointment Central Representative
March 2016-December 2016

- Entered accounts for provider-based billing
- Assisted with pre-registration of scheduled appointments
- Verify medical necessity and insurance benefits
- Computer experience/exposure to Windows environment
- Experience with Centricity electronic medical records

Concord Metro Treatment Center, Substance Abuse Counselor
January 2014-May 2014

- Knowledge in opioid replacement therapy, methadone maintenance
- Facilitated individual therapy

- Provided direct care in assessing patients by interviewing, obtaining personal information and medical history.
- Modified treatments by maintaining case history and progress notes while observing patients.
- Designed treatment and rehabilitation programs based on patient needs.
- Restored patients to productive roles by providing education about available community based organizations and social and employment services.
- Developed and maintained community relationships with local treatment centers.

NFI North Transitional Housing, Direct Care Counselor II
April 2012-January 2014

- Medication certified/ medication monitoring
- Attended and participated in weekly treatment team meetings
- Observed and Monitored clients
- Followed treatment and behavioral plans
- Paying close attention to behaviors
- Provide thorough documentation
- Obtained vital signs

Serenity Place, Crisis Site Technician
February 2011 – March 2012

- Administered phone screens to assess the initial level of care required
- Obtained vital signs
- Performed intakes to determine the appropriate level of treatment needed
- Addiction Severity Index assessments
- Observed and monitored clients
- Medication monitoring

EDUCATION

Plymouth State University
Graduation May 2011
Bachelors of Science in Psychology with a focus in Mental Health

NH License in Alcohol and Drug Counseling

References may be provided upon request

Raymond School District

SAU 33, 43 Harriman Hill Road, Raymond New Hampshire, 03077
Tel. 603-895-4299 Fax. 603-895-0147 www.sau33.com

Tina H. McCoy, Ed.D., Superintendent of Schools
Scott Riddell, Special Education Director
Todd Ledoux, Facilities Director
Jennifer Heywood, Administrative Assistant

Marjorie Whitmore, Business Administrator
Michael Whaland, Curriculum Coordinator
Karen Stuart, Human Resources Coordinator
Kevin Federico, Technology Director

Key Personnel included in Student Assistance Program grant proposal

Georgina R. Simone
Student Assistance Counselor

Budgeted Salary for 19-20 School Year: $42,675

Budgeted Benefits for the 19-20 School Year: $16,138

Please see attached Resume

16 mac

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov/dcbcs/bdas/

August 4, 2017

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 Behavior Health, Bureau of Drug and Alcohol Services, to enter into agreements with the vendors listed below for the provision of drug and alcohol misuse prevention through Student Assistance Programs at the middle and high school levels, in an amount not to exceed $1,057,509, upon date of Governor and Council approval, through June 30, 2019. 100% Federal Funds.

Vendor	Vendor Code	Location	Amount
Farmington, SAU #61	160001	Farmington	$200,000
Franklin, SAU #18	159863	Franklin	$200,000
Laconia, SAU #30	177420	Laconia	$199,990
Monadnock Family Services	177510	Keene	$68,940
Raymond, SAU #33	159945	Raymond	$199,955
Second Start	177224	Concord	$188,624
	TOTAL:		**$1,057,509**

Funds are available in the following account for State Fiscal Year 2018 and State Fiscal Year 2019, with authority to adjust amounts within the price limitation and encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, PFS2 GRANT.

Farmington School District, SAU#61, Vendor Code: 160001-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$100,000
2019	102-500731	Contracts for Prog Svc	92052407	$100,000
			Subtotal	$200,000

Franklin School District, SAU #18, Vendor Code: 159994-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$100,000
2019	102-500731	Contracts for Prog Svc	92052407	$100,000
			Subtotal	$200,000

Laconia School District, SAU #30, Vendor Code: 177420-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$ 99,995
2019	102-500731	Contracts for Prog Svc	92052407	$ 99,995
			Subtotal	$199,990

Monadnock Family Services, Vendor Code: 177510-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$36,762
2019	102-500731	Contracts for Prog Svc	92052407	$32,178
			Subtotal	$68,940

Raymond School District, SAU #33, Vendor Code: 159945-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$ 99,965
2019	102-500731	Contracts for Prog Svc	92052407	$ 99,990
			Subtotal	$199,955

Second Start, Vendor Code: 177224-B002

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$ 94,312
2019	102-500731	Contracts for Prog Svc	92052407	$ 94,312
			Subtotal	$ 188,624
			FY18 TOTAL	**$ 531,034**

			FY19 TOTAL	$ 526,475
			GRAND TOTAL:	$1,057,509

EXPLANATION

The purpose of this request is to enter into contracts with six (6) vendors for the provision of direct prevention services to students between the seventh (7th) and twelfth (12th) grades.

Although the State has seen some improvements, there continue to be communities of high need where prevalence of substance use is higher than the state average which has increased over time. In these communities, progress has been slower and more challenged by local conditions including limited resources; fewer opportunities for youth; and less success in addressing substance misuse among youth.

The purpose of the Student Assistance Program (SAP) is to increase the State's existing prevention system's resources and capacities to reduce substance abuse and misuse in communities with 'high need, high risk' populations. Specifically, SAP services address:

1) underage drinking among persons aged 12 to 20; and

2) prescription drug misuse and abuse and illicit opioid misuse and abuse among persons aged 12 to 25, in 'high need, high risk' populations in New Hampshire.

'High need, high risk' populations are local communities such as, cities/towns/schools/college campuses that show their population's prevalence rates for alcohol and/or other drugs misuse are higher than the New Hampshire's state average prevalence rates by using the prevalence rate data from the 2013 or 2015 Youth Risk Behavior Survey[i] or the 2014 National Survey on Drug Use and Health reports or similar data.

These vendors were selected through a competitive bid process. A Request for Applications was posted on the Department's website from November 18, 2016 through January 24, 2017. The Department received eighteen (18) applications, which were reviewed and scored by a team of individuals with specific knowledge and experience of the population served and their needs. The six applications with the highest scores were selected. Score Summary is attached.

The Contractors will conduct alcohol and other drug screenings, individual support sessions, group support sessions and referrals to drug and alcohol treatment providers when indicated by the screening. The Contractors will provide students and parents with targeted drug and alcohol education to improve understanding of risks associated with prescription drug use and underage alcohol use as well as the developmental milestones of adolescences. The Contractors will also incorporate community-level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

Vendors are required to contribute a twenty-five percent (25%) funding match unless the area served exceeds the state average for free or reduced lunches. The match requirement is intended to ensure school administration buy-in and sustainability of the program once the grant funding ends.

These agreements include language in Exhibit C-1 that reserves the Department's right to exercise renewal options for up to two (2) additional years contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures/objectives will be used to measure the effectiveness of the contracts:

- Vendors must maintain a 90% response rate of pre- and post-assessments that will be conducted prior to and after receiving Student Assistance Program services.
- Vendors will ensure a minimum of 50% of responders to the post-assessments described above will have an unfavorable attitude toward drugs and alcohol.
- Vendors will ensure a minimum of 75% of responders to the post-assessments will agree that participation in SAP activities had a positive impact on how to effectively deal with peer pressure.

Should Governor and Executive Council not authorize this Request, an undetermined number of students who have drug and alcohol abuse issues may not receive support and education during critical transitional school years. Lack of these support services may result in an increase prevalence rate of underage drinking and drug use, as well as the misuse and abuse of prescription medication.

Area served: Farmington High School, Franklin High School, Laconia High School, Keene Middle School, Raymond High School, Hillsboro-Deering Middle School, Concord High School, and Rundlett Middle School located in Concord, NH

Source of Funds: 100% Federal Funds from Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, CFDA #93.243 FAIN #SP020796

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

[i] www.dhhs.nh.gov/dphs/hsdm/yrbs.htm

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Student Assistance Program
RFA Name

RFA-2018-BDAS-02-STUDE
RFA Number

Reviewer Names

1. Paul Kiernan
2. Ann Crawford
3. Jill Burke
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Conway SD SAU#9		150	106
2. Dover SD SAU#11		150	123
3. Farmington SD SAU#61		150	128
4. Franklin SD SAU#18		150	128
5. Groveton HS SAU#58		150	110
6. Kearsarge Regional SD SAU#65		150	127
7. Laconia SD SAU#30		150	135
8. Manchester SD SAU#37		150	103
9. Monadnock Family Services, Keene SD		150	139
10. North Country Health Cnsrt, Berlin MS, Haverhill CMS		150	117
11. Pelham SD		150	87
12. Pinkerton Academy		150	100
13. Portsmouth SD		150	103
14. Ramond SD SAU#33		150	128
15. Second Start, Concord HS		150	135
16. White Mountains Regional SD SAU#36		150	113
17. White Mountains SD SAU#35		150	99
18. Winnisquam Regional SD SAU#59		150	115

Subject: Student Assistant Program (RFA-2018-BDAS-02-STUDE-05)

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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name School Administrative Unit #33 Raymond School District		1.4 Contractor Address 43 Harriman Hill Road Raymond, NH 03077	
1.5 Contractor Phone Number 603-524-5710	1.6 Account Number 05-95-49-491510-3395-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation $ 199,955
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 8/7/17		1.12 Name and Title of Contractor Signatory Tina H. McCoy, Ed.D. Superintendent of Schools	

1.13 Acknowledgement: State of New Hampshire County of Rockingham

On 08/07/2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or ~~Justice of the~~ Peace

[Seal] Ronald Brickett

RONALD A. BRICKETT
Notary Public - New Hampshire
My Commission Expires September 16, 2020

1.13.2 Name and Title of Notary or ~~Justice of the~~ Peace

Ronald Brickett, Notary Public

1.14 State Agency Signature Lori Shibinette Date: 8/11/17	1.15 Name and Title of State Agency Signatory Lori Shibinette - Deputy Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Attorney On: 8/21/17

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 as indicated in block 1.18, 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 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials 
Date 8-2-17

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials _____
Date 8-2-17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials 

Date 8-2-17

Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall increase the State's existing prevention system including, but not limited to, its resources and capacities to reduce substance abuse and misuse in communities with high need and/or high risk populations of:

1.3.1. Underage drinking among persons aged twelve (12) to twenty (20), and high risk for persons aged twenty-one (21) to twenty-five (25);

1.3.2. Prescription drug misuse and abuse, and illicit opioid misuse and abuse among persons aged twelve (12) to twenty-five (25).

1.4. The Contractor shall hire one full-time student assistance program (SAP) counselor who shall:

1.4.1. Work a minimum of thirty-seven and one half (37.5) hours per week throughout the school year with an additional fifteen (15) days to cover summer and evening programming.

1.4.2. Provide direct services to students at the Iber Holmes Gove Middle School (IHGMS) two (2) days per week during the school year.

1.4.3. Provide direct services to students at the Raymond High School (RHS) three (3) days per week during the school year.

1.4.4. Participate in monthly Raymond Coalition for Youth (RCFY) Networking Meetings; Regional Network Meetings; and Seacoast Collaborative Meetings in order to obtain support and guidance for other Student Assistance Programs (SAPs) serving the region..

1.4.5. Become a Certified Prevention Specialist no later than twelve (12) months from the contract effective date.

2. Scope of Work

2.1. The Contractor shall screen individuals referred to the program, using the guidance provided by the Department and an evidenced based screening tool

as recommended by NAMI-NH that includes an assessment of the individual, family, substance use issues, and whether a referral to treatment is appropriate. The Contractor shall:

2.1.1. Submit the evidenced based screening tool to be used to the Department for approval within thirty (30) days of the contract effective date.

2.1.2. Refer individuals to community treatment providers, as appropriate.

2.2. The Contractor shall conduct individual and group sessions, as appropriate, which include but are not limited to:

2.2.1. Conducting individual support sessions, as needed, with the purpose of crisis intervention or to motivate students in participating in groups modeled after Project Success.

2.2.2. Conducting individual sessions as needed to assist students with:

2.2.2.1. Identifying and resisting social and situational pressures to use substances.

2.2.2.2. Correcting misperceptions about the prevalence and acceptability of substance use.

2.2.2.3. Focusing on the personal consequences of substance misuse and abuse.

2.2.2.4. Practicing resistance and coping skills.

2.2.2.5. Identifying barriers to using the newly developed skills or adopting healthy attitudes.

2.2.3. Conduct the Newcomers Group, the Children of Substance Misusing Parents Group and a Seniors Group beginning in year one and expanding new groups in additional years as funding will allow that are modeled after Project Success, which may include, but are not limited to:

2.2.3.1. Alcohol and other Drug Assessment Education Group

2.2.3.2. Sibling Group

2.2.3.3. Non-Users Group

2.2.3.4. Parents, Peers, and Partying Group

2.2.3.5. Users Group

2.2.3.6. Users/Children of Substance Misusing Parents Group

2.2.3.7. Recovery Group.

2.3. The Contractor shall administer pre- and post-assessments that measure

student attitudes toward drugs and alcohol to determine and monitor the effectiveness of the Student Assistance Program and measure the impact of student groups which include, but are not limited to:

2.3.1. Children of Substance Misusing Parents/Caregivers Group;

2.3.2. Senior Group.

2.4. The Contractor shall administer annual surveys, and provide results of the surveys, during the period of March through May, which include but are not limited to:

2.4.1. The Youth Risk Behavior Survey of all students in grades nine (9) through twelve (12).

2.4.2. The Department provided survey for grades seven (7) through eight (8).

2.5. The Contractor shall provide education sessions and/or materials, as approved by the Department, to individuals and or groups, that may include, but are not limited to:

2.5.1. Parent/caregiver education regarding prescription drug misuse, underage drinking and binge drinking, within the school and community.

2.5.2. Alcohol and other drug prevention education in middle school or high school, using evidence based curriculum, such as Project Alert, during seventh and ninth grade transitional years that includes, but is not limited to:

2.5.2.1. Adolescent alcohol, tobacco and other drug information.

2.5.2.2. Family Dynamics and pressures.

2.5.2.3. Skills for coping with stress and life pressure.

2.6. The Contractor shall conduct a minimum of three (3) school/community centered environmental strategies that broadly reach populations within the school and community and focus on alcohol and other drug prevention messaging, including but not limited to:

2.6.1. Participating in the Great American Smoke Out.

2.6.2. Participating in Substance Misuse Awareness Month activities.

2.6.3. Participating in Recovery Month activities.

2.6.4. Participating in .Prevention Day activities.

2.6.5. Participating in Red Ribbon Week activities.

2.6.6. Sticker Shock Campaign

2.6.7. Brainstorming ideas with student volunteers, which may result in improvements in school and community social norms.

2.6.8. Participating in Kick Butts Day.

2.7. The Contractor shall increase school and community awareness of the Student Assistance Program services through media and marketing in partnership with Department identified organizations, including but not limited to the Partnership for a Drug Free NH, which may include but is not limited to:

2.7.1. Print media and social media, which may include, but is not limited to Facebook and Instagram

2.7.2. Newsletters.

2.7.3. Press releases.

2.7.4. Local access TV

2.7.5. Bi Annual Town Meeting Events

2.8. The Contractor shall announce the intentions of the Student Assistance Program in collaboration with community partners in their area which include, but are not limited to:

2.8.1. Faith based organizations.

2.8.2. Police Department.

2.8.3. Emergency responders.

2.8.4. Local Businesses

2.8.5. RCFY

2.9. The Contractor shall evaluate existing school policies on alcohol and other drugs within the first year of the contract and recommend improvements to the existing policies based on best practice and according to recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment

2.10. The Contractor shall implement improvements to the alcohol and other drug school policies in Section 2.6 in year two (2) of the contract.

2.11. The Contractor shall participate in the Student Assistance Learning Collaborative and other mandatory trainings as identified by the Department.

2.12. The Contractor shall allow a team authorized by the Department to meet with staff on a quarterly basis or as needed to conduct a site visit. The Contractor shall:

2.12.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

2.12.2. Ensure the Department is provided with scheduled and unscheduled access to Contractor staff and information that includes but is not limited to:

2.12.2.1. Data

2.12.2.2. Financial records

2.12.2.3. Work sites/locations/work spaces and associated facilities.

2.13. The Contractor shall collaborate with the Regional Public Health Network to create a sustainability plan for continuation of the Student Assistance Program beyond the contract end date, which shall be submitted to the Department for approval no later than ninety (90) days prior to the contract end date.

2.14. The Contractor shall work with the NH Center for Excellence, as needed, to ensure evidence based interventions or core elements of evidence based interventions (as approved by the Center for Excellence) are being implemented with fidelity.

3. Reporting

3.1. The Contractor shall input data on a monthly or quarterly basis in an online database, as required by the Department, which shall include, but not be limited to:

3.1.1. Number of students who participated in SAP activities

3.1.2. Demographic of students who participated in SAP activities.

3.1.3. Number of environmental strategies implemented as a result of SAP services

3.1.4. Amount of funds received from other sources for SAP activities and/or programming.

3.2. The Contractor shall provide additional reports or data as required by the Department.

4. Deliverables

4.1. The Contractor shall provide services to a minimum of three hundred ninety-nine (399) students in the Iber Holmes Gove Middle School (IHGMS) per year.

4.2. The Contractor shall provide services to a minimum four hundred sixteen (416) students in the Raymond High School (RHS) per year.

4.3. The Contractor shall submit the evidenced based screening tool described in Section 2.1.1 to the Department no later than thirty (30) days from the contract effective date.

4.4. The Contractor shall provide the sustainability plan described in Section 2.13 to the Department for review and approval no later than ninety (90) days prior to the contract completion date.

5. Performance Measures

5.1. The Contractor shall maintain a 90% response rate of pre- and post-assessments described in Section 2.3.

5.2. A minimum of 50% of responders to the post-assessments described in Section 2.3 will have an unfavorable attitude toward drugs and alcohol.

5.3. A minimum of 75% of responders to the post-assessments described in Section 2.3 will agree that participation in SAP activities had a positive impact on how to effectively deal with peer pressure.

Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with 100% federal funds available through the Catalogue for Domestic Assistance (CFDA) # 93.243, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Partnership for Success Grant.
2. State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for services provided pursuant to Exhibit A, Scope of Services, shall be at an all-inclusive rate of $48.00 per hour for a maximum value of $99,965 for State Fiscal Year 18 and $99,990 for State Fiscal Year 19.
4. Payment for said services shall be made monthly as follows:
   - 4.1. The Contractor shall submit an invoice for payment no later than the twentieth (20th) working day of each month for the number of hours worked in the previous month.
   - 4.2. Invoices shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services as well as documentation of matching funds as described in Section 7, below.
   - 4.3. Invoices shall be sent to:

     Department of Health and Human Services
     Attn: Financial Manager
     Bureau of Drug and Alcohol Services
     129 Pleasant Street
     Concord, NH 03301
5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
6. The final invoice shall be submitted to the Department no later than forty (40) days after the contract completion date identified in Form P-37, General Provisions, Block 1.7 Completion Date.
7. The Contractor shall provide documentation of matching funds in the amount of twenty-five percent (25%) of the total price limitation indicated in Form P-37, General Provisions, Block 1.8, Price Limitation. Matching funds may include:
   - 7.1. A cash match is non-federal cash from the Contractor's own funds or cash donations from non-federal third parties.
   - 7.2. An In-kind non-federal match is a non-monetary contribution of personnel, goods, or services purchased or received from non-federal sources,
8. Schools above the state average of students receiving free or reduced lunch may include up to 10% of the total 25% cash match as in-kind contributions.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

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

   4. CONDITIONAL NATURE OF AGREEMENT.

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

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

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall

provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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

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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.

Contractor Name:

5-2-2017
Date

Name: Tina M. McCoy, Ed.D.
Title: Superintendent of Schools

Contractor Initials

Date 5-2-17

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 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.

Contractor Name:

8-2-17
Date

Name: Tina H. McCoy, Ed.D.
Title: Superintendent of Schools

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

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 (I)(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:

8-2-17
Date

Name: Tina H. McCoy, Ed.D
Title: Superintendent of Schools

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.

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:

8-2-17
Date

Name: Tina H. McCoy, Ed.D.
Title: Superintendent of Schools

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:

8-2-17
Date

Name: Tina H. McCoy, Ed.D.
Title: Superintendent of Schools

Contractor Initials _____
Date 8-2-17

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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 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.

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	SAU 33 - Raymond School District
The State	Name of the Contractor
Lori Shibinette	[signature]
Signature of Authorized Representative	Signature of Authorized Representative
Lori Shibinette	Tina M. McCoy, Ed.D
Name of Authorized Representative	Name of Authorized Representative
Deputy Commissioner	Superintendent of Schools
Title of Authorized Representative	Title of Authorized Representative
8/17/17	8-2-2017
Date	Date

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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

Contractor Name:

8-2-17
Date

Name: Tina H. McCoy, Ed.D.
Title: Superintendent of Schools

Contractor Initials

Date 8-2-17

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 DUNS number for your entity is: 051002632

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: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Student Assistance Program

This 1st Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #1") dated this 10th day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and the SAU #37 Manchester School District, (hereinafter referred to as "the Contractor"), a municipality with a place of business at 195 McGregor Street, Suite 201, Manchester, NH 03102.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December, 5, 2018 (Item #21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to renew the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 4., the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, and increase the price limitation, and;

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $200,000.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Add Exhibit A Scope of Services, Section 1.5., to read:

   1.5. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provide after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

6. Delete Exhibit B Method and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #1 Method and Conditions Precedent to Payment.

7. Add Exhibit B-1, Amendment #1.

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/4/19
Date

Name: Katja Fox
Title: Director

SAU #37 Manchester School District

5/29/19
Date

Name: Jennifer Gilles
Title: Assistant Superintendent

Acknowledgement of Contractor's signature:

State of New Hampshire County of Hillsborough on 5/29/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Joyce Fishwick
Signature of Notary Public or Justice of the Peace

Joyce Fishwick, HR Coordinator
Name and Title of Notary or Justice of the Peace

My Commission Expires: ~~JOYCE FISHWICK, Notary Public~~
My Commission Expires September 13, 2022

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

OFFICE OF THE ATTORNEY GENERAL

6/4/19
Date

Lisa M. English
Name: Lisa M. English
Title: Special Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with federal funds as follows: 100% Federal Funds from DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, NH Partnership for Success Initiative – PFS2, CFDA #93.243, Federal Award Identification Number SP020796.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   4.1. 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 item, as specified in Exhibit B-1, Amendment #1.
   4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to jill.burke@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Division of Drug and Alcohol Services
   129 Pleasant Street,
   Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B, Amendment #1.

9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services

Contractor name: SAU #37 Manchester School District

Budget Request for: Student Assistance Program (SS-2019-BDAS-02-STUDE-03)

Budget Period: July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 83,440.00	$ -	$ 83,440.00	$ 28,680.00	$ -	$ 28,680.00	$ 54,760.00	$ -	$ 54,760.00
2. Employee Benefits	$ 68,933.00	$ -	$ 68,933.00	$ 23,693.00	$ -	$ 23,693.00	$ 45,240.00	$ -	$ 45,240.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 152,373.00**	**$ -**	**$ 152,373.00**	**$ 52,373.00**	**$ -**	**$ 52,373.00**	**$ 100,000.00**	**$ -**	**$ 100,000.00**

Indirect As A Percent of Direct 0.0%

Contractor Initials: AA

Date: 5/29/19

MANCHESTER SCHOOL DISTRICT
SCHOOL ADMINISTRATIVE UNIT NO. 37
20 Hecker Street
Manchester, NH 03102
Telephone: 603.624.6300 • Fax: 603.624.6337

Amy L. Allen
Jennifer C. Gillis
Co-Interim Superintendents of Schools

Jennifer C. Gillis
Assistant Superintendent
Curriculum & Instruction

Amy L. Allen
Assistant Superintendent
Elementary Education and
Innovation

Karen DeFrancis
Business Administrator

Sherri Nichols
Executive Director of the
Innovation Zone

CERTIFICATE OF VOTE
(Corporation Without Seal)

I, Joyce Craig, do hereby certify that:

1. I am a duly elected Mayor of the City of Manchester and the Chairman of the Manchester Board of School Committee.

2. The following are true copies of two resolutions, duly adopted at a meeting of the Board of School Committee of the Manchester School District, duly held on May 28, 2019.

RESOLVED: That the Manchester School District amend the contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of Student Assistance Program Services.

RESOLVED: That the Board of School Committee approved the amendment to the Student Assistance Program contract for an additional $100,000 and authorized the Mayor and Co-Superintendent, Jennifer Gillis, to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of the 29th day of May, 2019. (Date Contract Signed)

4. Jennifer C. Gillis is a duly elected Acting Co-Superintendent of the Manchester School District.

Joyce Craig
(Signature of Mayor Joyce Craig)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The foregoing instrument was acknowledged before me this 29th day of May, 2019.

By Mayor Joyce Craig

Ryan P. Mahoney
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 2/11/2020

(Notary Public/~~Justice of the Peace~~)

It is the policy of the Manchester Board of School Committee, in its actions, and those of its employees, that there shall be no discrimination on the basis of age, sex, race, color, marital status, physical or mental disability, religious creed, national origin or sexual orientation for employment in, or operation and administration of any program or activity in the Manchester School District. The Title IX Coordinator is Sherri Nichols for staff; the 504 and Title IX Coordinator is Mary Steady for students. Please see above for contact information.

Kevin J. O'Neil
Risk Manager

CITY OF MANCHESTER

Office of Risk Management

CERTIFICATE OF COVERAGE
STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
129 Pleasant Street
Concord, New Hampshire 03301-3852

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage within the financial limits of RSA 507-B as follows:

	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD
For the City of Manchester SS-2019 BDAS-02-STUDE-03. For Student Assistance Program with the State of New Hampshire Department of Health and Human Services.

Issued the 15th day of May, 2019.

Risk Manager

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6503 • FAX: (603) 624-6528
TTY: 1-800-735-2964
E-Mail: koneil@manchesternh.gov • Website: www.manchesternh.gov

Manchester School District
Board of Directors

Dan Bergeron
James Lehoux
Richard Girard
John Avard
Kelly Thomas
Kathleen Kelley Arnold
Kathryn Desrochers
Arthur Beadry
Lisa Freeman
Ross Terrio
Lelsie Want
Sara Ambrogi
Mary Georges

Christine M. Breen

Education

Master of Education in School Counseling, Rivier University, Nashua, NH May 2015
GPA: 4.00
Bachelor of Arts in Biology, Merrimack College, North Andover, MA 1984

Related Work Experience

Center for Life Management, Children's Program, Counselor Jan. 2017-present

- Develop and deliver treatment plan for student's social, emotional and academic goals
- Case management skills: organization, collaboration, use of technology

Salem NH School District, Special Education Paraeducator –Pre-K Sept. 2016-Jan. 2018

- Assist special education teacher and classroom teacher to facilitate IEP goals
- Collaborate and scaffold with student to further academic achievement
- Build on student's emotional, behavioral and social skills in the classroom

Manchester NH School District, Extended School Year Tutor July 2016-Aug. 2016

Manchester NH School District, Long-term School Counselor Substitute Sept. 2015-June 2016
Webster Elementary School and Southside Middle School, Manchester NH

- Support students in District's Emotional and Behavioral Programs
- Help students reach IEP goals
- Zones of Regulation program utilization
- Develop and deliver classroom guidance lessons
- Facilitate individual and group counseling programs
- Effectively communicate with students, parents, community out-reach services, teachers and administration
- CPI certification and Mckinney-vento training

Salem NH School District, Internship August 2014 – June 2015
Fisk Elementary School, Woodbury Middle School and Salem High School, Salem NH

- Red Ribbon and Kindness Matters Week lessons developed and delivered
- Creative and informative bulletin board displays

Salem School District, Support Assistant January 2002 - January 2013
Barron Elementary School, Salem NH

- Monitor for recess grounds and school cafeteria
- Responsible for the safety of over 400 students daily
- Consistently exceeded expectations in accuracy, alertness, attendance, dependability, neatness, and job commitment
- Performed excellent communication skills when mediating, guiding, and instructing students
- Instrumental in providing a positive learning environment

First Student Transportation, Inc., School Bus Driver August 2000-Sept 2015
51 Lowell Road, Salem NH 03079

- Maintained and ensured student safety by up holding company policies while safely and efficiently operating a commercial vehicle transporting 100 students daily to and from school
- Demonstrated excellent student management skills
- Attended monthly safety meetings

Related Volunteer Experience

- Coach for Girls on the Run Spring 2017
- Hosted a senior from Bolivia while he attended Central Catholic High School 1999-2000
- Hosted children through the Chernobyl Children's Project July 2004, 2007 and 2008
- Preparation and serving of meals for Special Olympics Event, Salem, NH 1993-2015

Michael Bagtaz, M. Ed.

Objective:

To attain the position of School Counselor to make a high quality impact on students and help them develop character and leadership skills to help them achieve their goals.

Experience:

Academic Advisor, *Southern New Hampshire University, Manchester, NH* - 9/2013 to Present

- Using my excellent communication skills with students, I have kept the highest success rates in Graduate STEM programs for the past five terms among my peers.
- Developed a Grad-wide training on outreaching and properly readmitting Un-Enrolled Non-Responsive Students and presented this in February 2015.
- Interface directly with STEM Academic Team to coordinate response and outline objectives for student success.
- Act as Team Lead's Out Of Office for non-Team Lead duties. Scheduling liaison for STEM and Healthcare team to appropriately offer classes as needed for student success and completion of degree programs.
- Created and Presented a Faculty Webinar for STEM Faculty to better explain the role of the Advisor to our faulty to better support our students.
- Organized COCE Movie events taking 240 employees to a private theater for two different movie premieres in Summer 2015.
- Participating in the SLED pilot for Grad and will be working to organize the training of all Grad advisors.
- Part of team that is developing a Course Recommendation Engine (working with IT, Data Analytics and other Graduate Advisors) to allow for automatic course recommendations, improving the lead time needed.
- Developed the first SNHUbel prize award to be given to people who create something to improve advising practices.
- Presented at NACADA Region 1 Conference on Online Advisor Toolkit

After School Coordinator, *Elm Street Middle School, Nashua, NH* - 2/2013 to 9/2011

- Supervise a staff of ten Instructors to create programming for after school program focused on student achievement in academic, personal and physical goals.
- Manage student behavior by utilizing relationship building techniques to connect with students and increase safety.

Guidance Counselor, *Elm Street Middle School, Nashua, NH* - 5/2011 to 6/2012

- Planned and developed classroom guidance curriculum for Essential Skills class. Lessons included homework habits, communication, friendship, and bullying topics.
- Participated in school support team of Guidance counselors, Administration and Truancy Officer to refer students who are actively having problems with attendance, academic performance and overall social issues.

- Administered NECAP testing in conjunction with Guidance team. Responsible for dispersal of test-taking materials and providing proper environment for make-up testing and receiving of completed NECAP materials.
- Organized the Response to Intervention (RTI) period during the day. Through this I gained an understanding of PBIS and how organized, data-driven strategies and interventions can best serve the school community. Developed plans to utilize PBIS to foster a positive and safe learning environment.
- In charge of a caseload of 235 students between 6th through 8th grade using cognitive behavioral and client-centered techniques to address a broad range of topics and issues such as self-esteem, poor academic performance, conflict resolution, and bullying.
- Focused on Goal-Oriented academic counseling by teaching students to utilize their agenda and developed a daily achievement plan. By utilizing small daily goals, I put the emphasis on accomplishment and developing good habits.
- Developed a weekly lunch group for male 7th grade students. Utilized group counseling skills to focus on social skills and goal oriented planning.
- 504 Case Manager for 12 students in middle school. Responsible for bi-weekly monitor reports sent to parents from Aspen X2, writing 504 plans for students and having annual meetings to update and manage 504 accommodation plans.
- Advocate for students on my caseload to Emotionally Handicapped and Autism programs in the school by doing preliminary observation, developing educational plans and providing support to program director and staff.
- Participated in entire process of IEP development with Child Assistance Team. Performed evaluations of student to gain better knowledge of students needs in classroom.

Education:

Master of Education in School Counseling, Rivier University, Nashua, NH - Graduated 2011

Bachelor of Arts in Music, Franklin Pierce University, Rindge, NH - Graduated 2005

Computer Skills:

Proficient in Apple and Macintosh platforms, Microsoft Office: Word, PowerPoint and Excel, Aspen X2

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

September 28, 2018

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, Bureau of Drug and Alcohol Services, to enter into **sole source** agreements with vendors listed in the table below to provide Student Assistance Program services in an amount not to exceed $191,470 effective upon Governor and Executive Council approval through June 30, 2019. 98.63% Federal Funds, 1.37% General Funds.

Vendor	Vendor Number	Location	Amount
Claremont School District – SAU #6	177374-B005	Steven's High School and Claremont Middle School	$31,470
Newport School District – SAU #43	159924-B001	Newport Middle and High School	$60,000
Manchester School District – SAU #37	177323-B003	Southside Middle School and Parkside Middle School	$100,000
		Total:	**$191,470**

Funds are available in the following accounts for SFY 2019.

05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVS, PREVENTION SERVICES

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	92056502	$60,000
			Subtotal:	$60,000

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVS, PFS2 GRANT

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	92052407	$131,470
			Subtotal:	$131,470
			Total Contract:	**$191,470**

EXPLANATION

This request is **sole source** because the vendors have effectively operated the student assistance program for a period of two (2) to five (5) years. Research demonstrates that substance misuse prevention education is most successful when the program is delivered in a consistent manner over a course of five (5) plus years to impact each cohort of grades. Additionally, to meet the federal evaluation requirements, the New Hampshire Bureau of Drug and Alcohol Services must demonstrate sustained outcomes throughout the grant periods.

This request represents the remaining three (3) of twelve (12) contracts to provide Student Assistance Program Services. Nine (9) contracts were approved by the Governor and Executive Council on September 20, 2019 (Item #23).

The purpose of this request is to address underage drinking and prescription drug misuse and abuse in high need populations through the administration of a Student Assistance Program. The Student Assistance Program leverages the State's existing prevention system, resources and capacities to effect change in priority substance abuse areas among high need populations in the communities where those populations reside.

The vendors will implement Student Assistance Programming (SAP) using the evidenced based Project Success in twenty (20) high schools, twenty-three (23) middle schools and one (1) community college in an effort to serve 18,837 New Hampshire youth in order to prevent and reduce underage drinking, high risk drinking and the use of non-medical prescription drugs including opioids and illicit opioid drug use.

The vendors will conduct alcohol and other drug screenings, individual support sessions, group support sessions, and referrals to drug and alcohol treatment providers when indicated by the screening. Additionally, the vendors will provide students and parents with targeted drug and alcohol education to improve understanding of risks associated with prescription drug and underage alcohol use as well as the developmental milestones and brain development of adolescents. The scope of work in these agreements require the vendors to incorporate community level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

Student Assistance Programs work collaboratively with the Department and the NH Center for Excellence to improve the quality of services to students as well as to collect data to make data driven decisions on school-based prevention programming. Based on the Youth Risk Behavior Surveillance Survey trend data from 2013 to 2017 results for the schools indicate statistically significant changes in the following:

- Increase in students' perception of risk for the use of alcohol and non-medical prescription drugs,
- Increase in students' reporting parent and peer disapproval for the use of alcohol and non-medical prescription drugs, and

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

- There will be an increase in the percentage of students who report a high risk of harm for using substances (alcohol, marijuana, non-medical prescription drugs, heroin) on the Youth Risk Surveillance Survey (YRBS).
- There will be an increase in the percentage of students who report their parents/caregivers and peer would disapprove if they used substances on the YRBS.
- There will be a decrease in the percentage of students who report they used substances in the past 30 days on the YRBS.
- Decrease in students' reporting past 30 day use of alcohol and non-medical prescription drugs.

As referenced in the Exhibit C-1 of these agreements, the Department reserves the right to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, 18,837 students, statewide, may not receive the support and substance misuse prevention education that may be needed during critical adolescent development years. Lack of these support services could result in: higher prevalence rates of underage drinking and drug use, misuse and abuse of prescription medication, and an escalation in adverse childhood experiences such as a trauma related to parental/caregiver substance abuse.

Area served: Statewide.

Source of Funds: 98.63% Federal Funds from Department of Health & Human Services (DHHS), Substance Abuse & Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, Substance Abuse Prevention & Treatment Block Grant and DHHS SAMHSA Center for Substance Abuse Prevention, NH Partnership for Success Initiative, PFS2 and 1.37% General Funds.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Subject: Student Assistance Program (SS-2019-BDAS-02-STUDE-03)

FORM NUMBER P-37 (version 5/8/15)

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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name SAU #37 - Manchester School District		1.4 Contractor Address 195 McGregor St, Suite 201 Manchester, NH 03102	
1.5 Contractor Phone Number 603-624-6300	1.6 Account Number 05-95-92-920510-33950000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation $100,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Jennifer Gilles - Assistant Superintendent Manchester School District	

1.13 Acknowledgement: State of New Hampshire, County of Hillsborough

On 21st of September 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

PAMELA D. HOGAN, Notary Public
My Commission Expires June 7, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

Pamela D. Hogan, Notary Public

1.14 State Agency Signature Date: 10/2/18	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 11/7/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 as indicated in block 1.18, 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 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.
Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials
Date 9/21/18

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Contractor shall provide Student Assistance Programming to address prevention of underage drinking among person aged 12 to 20, and prevention and reduction of high-risk drinking, prescription drug misuse including opioids and illicit opioid among persons aged 12 to 25 in the school district that have been identified as "high need, high risk" communities as follows: Parkside Middle School and Southside Middle School.

2. Scope of Work

2.1. The Contractor shall select and ensure an evidence-based screening tool, as approved by the Department, utilized to screen all students referred for services that must include an assessment of the individual, family, substance use issues, and if a referral to treatment is appropriate.

2.1.1. The Contractor shall submit the evidence based screening tool to be used to the Department within thirty (30) days of the contract effective date.

2.2. The Contractor shall ensure students are referred to appropriate school-based service or community providers as indicated by the individual screening results.

2.3. The Contractor shall collaborate with the schools to maintain and/or develop a protocol for referrals to the appropriate provider.

2.4. The Contractor shall conduct Individual Support Sessions for the purpose of crisis intervention and to determine a student's motivation to participate in Project Success groups. Project Success groups are defined as:

2.4.1. Endorsed by the Substance Abuse and Mental Health Services Administration as Evidenced-Based prevention program.

2.4.2. Implemented by specially trained student assistance counselors whom are located in schools 2-5 days a week.

2.4.3. Research-based program that use interventions effective in reducing risk factors and enhancing protective factors.

2.5. The Contractor shall conduct Individual sessions as needed to assist students with the following, but not limited to:

2.5.1. Identifying and resisting social and situational pressures to use substances.

2.5.2. Correcting misperceptions about the prevalence and acceptability of substance use.

2.5.3. Focusing on the personal consequences of substance use.

2.5.4. Teaching and providing opportunities to practice resistance and coping skills.

2.5.5. Identifying barriers to using the newly developed skills or adopting healthy attitudes.

2.6. The Contractor shall conduct group sessions that are modeled after Project Success including, but not limited to:

2.6.1. Newcomers Group.

2.6.2. Children of Substance Abusing Parents Group

2.6.3. Seniors Group

2.6.4. Alcohol and other Drug Assessment Education Group.

2.6.5. Sibling Group.

2.6.6. Non-Users Group.

2.6.7. Parents, Peers, and Partying Group.

2.6.8. Users Group.

2.6.9. Users/Children of Substance Abusing Parents Group.

2.6.10. Recovery Group.

2.7. The Contractor shall conduct Group Support Sessions. During the first session of each group, confidentiality and boundaries shall be addressed and clarified to ensure students are provided with confidentiality guidelines. Group Sessions shall include, but is not limited to:

2.7.1. Assisting students in an effort to identify and resist social and situational pressures to use substances, correct misperceptions about the prevalence and acceptability of substance use.

2.7.2. Assisting students to focus on the personal consequences of use.

2.7.3. Teaching and provide opportunities to practice resistance and coping skills.

2.7.4. Identifying barriers to using the skills or adopting healthy attitudes.

2.8. The Contractor shall provide parent education about the non-medical misuse of prescription drugs and underage drinking and binge drinking. Topics shall include developmental information including, but not limited to:

2.8.1. How the use of substances such as alcohol or other drugs affect the adolescent brain.

2.8.2. Youth access to substances.

2.8.3. How perception of parental disapproval impacts use.

2.9. The Contractor shall enhance parent education services via the current parent education services being offered at the school and local levels.

2.10. The Contractor shall provide prevention education services during transitional years (i.e. 7th and 9th grades) which topics shall include, but are not limited to:

2.10.1. Being an adolescent.

2.10.2. Alcohol, tobacco and other drug information.

2.10.3. Family dynamics and pressures.

2.10.4. Skills for coping with stress and life pressure.

2.11. The Contractor shall conduct a minimum of three (3) school and/or community centered environmental strategies each year of funding. The Contractor may utilize existing groups and programs to enhance and meet this requirement.

2.12. The Contractor shall enhance services through the utilization of marketing and media tools. The Contractor shall complete this work in conjunction with work being done at the state level and the local level with community partners such as the Regional Public Health Network, Drug-Free Coalitions, and other local organizations. The Contractor may utilize existing groups to enhance and meet this requirement.

2.13. The Contractor shall participate in evaluation efforts conducted by the Department in order to use data to drive continuous quality improvement.

2.14. The Contractor shall administer the 2019 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2019 and administer a whole school survey with students in grades 9 through 12 developed by the Department in the Spring of 2020.

2.15. The Contractor shall administer a Department approved survey in the Spring of 2019 and the Spring of 2020 to 7th and 8th grades in middle schools that do not conduct the middle school Youth Risk Behavior Survey in their contracted service areas.

2.16. The Contractor shall conduct an assessment by comparing current school policies related to the use of alcohol and other drugs against the Model School Policy that was developed by the Governor's commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment by end of year one.

2.16.1. The Contractor shall implement best practices in the school's policies related to the use of alcohol and other drugs according to the Model School Policy in Section 2.16 above by end of year two.

2.17. The Contractor shall participate in all required meetings and trainings which shall include, but are not limited to:

2.17.1. Student Assistance Program Community of Practice.

2.17.2. Learning Collaborative Meetings.

2.17.3. Mandatory trainings.

2.18. The Contractor shall provide one full-time equivalent staff person to every one-thousand (1,000) students.

2.18.1. This position may be pro-rated for schools that serve less than 1,000 students.

2.18.2. If the school contains less than 1,000 students the Contractor shall ensure the staff person is available a minimum of two (2) days per week and shall not serve more than two buildings or campuses.

2.19. The Contractor shall provide one (1) Student Assistance counselor who shall obtain Certified Prevention Specialist (CPS) status within one (1) year of hire.

2.19.1. The Contractor shall submit a plan to the Department if this is not achieved.

2.20. The Contractor shall allow a Department approved team to conduct quarterly site reviews. The team shall include, but is not limited to:

2.20.1. Student Assistance Counselor(s).

2.20.2. Contractor or designee.

2.20.3. Department.

2.20.4. Representative of the New Hampshire Center for Excellence, if appropriate.

2.20.5. The site visit shall include, but are not limited to:

2.20.5.1. Review of the Contractor's systems of governance.

2.20.5.2. Administration.

2.20.5.3. Data collection and submission.

2.20.5.4. Policies for ensuring student confidentiality.

2.20.5.5. Financial management in order to assure systems are adequate to provide the contracted services.

2.20.6. The Contractor shall make corrective actions as advised by the review team in contracted services are not found in accordance with this contract.

3. Staffing

3.1. The Contractor shall provide one (1) Student Assistance counselor who shall obtain Certified Prevention Specialist (CPS) status within one (1) year of hire.

3.1.1. The Contractor shall submit a plan to the Department if this is not achieved.

4. Reporting

4.1. The Contractor shall communicate and submit required records via e-mail.

4.2. The Contractor shall enter and complete monthly data reporting in the New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the month.

4.3. The Contractor shall submit monthly expenditure reports by the twentieth (20th) business day following the month for reimbursement of costs for contracted services in the previous month.

4.4. The Contractor shall cooperate with, and answer all questions of, representatives of the Department conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities.

4.5. The Contractor shall provide any periodic or specialty reports as requested by the Department.

5. Performance Measures

5.1. Participants will report a decrease in past 30 day use of alcohol and non-medical prescription drugs including opioids and illicit opioids.

5.2. Participants will report a decrease in past 30 day binge drinking

5.3. Participants will report an increase in parental and peer disapproval of alcohol and non-medical prescription drug misuse.

5.4. Participants will report an increase in a perception of risk/harm of use of alcohol and non-medical prescription drug misuse.

5.5. Participants will report an increase in family communication around alcohol and drug misuse.

6. Deliverables

6.1. The Contractor shall administer the 2019 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2019 and administer a whole school survey with students in grades 9 through 12 developed by the Department in the Spring of 2020.

6.2. The Contractor shall administer a Department approved survey in the Spring of 2019 and the Spring of 2020 to 7th and 8th grades in middle schools that do not conduct the middle school Youth Risk Behavior Survey in their contracted service areas.

6.3. The Contractor shall provide the results of the assessment in Section 2.16 above to the Department in an electronic format within thirty (30) days after the end of year one.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor $48.00 per hour in an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with funds from the:

   2.1 Catalog of Federal Domestic Assistance (CFDA) #93.243, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Partnership for Success 2015.

   2.2 The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

3. Payment for services shall be on a cost reimbursement basis of the hourly rate in Section 1 above, all-inclusive of both actual hours worked and other applicable expenses with operating the program pursuant to the Scope of Services.

4. The Contractor shall be available to provide services identified in Exhibit A, Scope of Services, as needed.

5. Payment for services shall be processed as follows:

   5.1 The Contractor shall submit monthly invoices for reimbursement of actual hours worked during the month, for a total of twelve (12) invoices per year. The invoice shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

   5.2 Invoices described in Exhibit B, Method and Condition Precedent to Payment, Section 5.1 and reports identified in Exhibit A, Scope of Services must be submitted to:

   Attn: Financial Manager
   NH Department of Health and Human Services
   Bureau of Drug and Alcohol Services
   129 Pleasant St.
   Concord, NH 03301-3857

6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

10. The Contractor agrees to keep records of their activities related to Department programs and services.

11. The Contractor agrees not to use the funding in this Agreement to replace funding for a program already funded from another source.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

Contractor Initials
Date 9/24/18

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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Date 9/21/18



REVISIONS TO GENERAL PROVISIONS

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

   4. CONDITIONAL NATURE OF AGREEMENT.

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

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

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Insurance:

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than $275,000 per claim and $925,000 per occurrence.

4. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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

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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.

Contractor Name:

9/21/18
Date

Name: Jeff Gile - Manchester School District
Title: Assistant Superintendent

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 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.

Contractor Name:

9/21/18
Date

Name: Jeff [signature] - Manchester School District
Title: Assistant Superintendent

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

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:

9/21/18
Date

Name: [signature] - Manchester School District
Title: Assistant Superintendent

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.

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:

9/21/18
Date

Name:
Title: Assistant Superintendent

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:

Date 9/21/18

Name:
Title: Assistant Secretary

HEALTH INSURANCE PORTABILITY 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, TitleXIII, 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.

Contractor Initials

Date 9/21/18

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

Contractor Initials

Date 9/21/18

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.

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	Manchest School District
The State	Name of the Contractor
Katja S Fox	
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Jennifer Gilles
Name of Authorized Representative	Name of Authorized Representative
Director	Assistant Superintendent
Title of Authorized Representative	Title of Authorized Representative
10/2/18	9/21/18
Date	Date

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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

9/21/18
Date

- Manchester School District
Name:
Title: Assistant Superintendent

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 DUNS number for your entity is: 100363639

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: _____

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

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

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

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

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

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

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

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

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

Contractor Initials JG

Date 9/21/18

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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

Contractor Initials JF

Date 9/24/18

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Student Assistance Program

This 1st Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #1") dated this 11th day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and SAU 52 Portsmouth School District (hereinafter referred to as "the Contractor"), a municipality with a place of business at 1 Junkins Avenue, Suite 402, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2018 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to renew the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3., the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, and increase the price limitation, and;

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $140,000.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Add Exhibit A, Scope of Services, Section 1.5., to read:

   1.5. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provide after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

6. Delete Exhibit B Method and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #1 Method and Conditions Precedent to Payment.

7. Add Exhibit B-1, Amendment #1.

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/30/19
Date

Name: Katja Fox
Title: Director

SAU 52 – Portsmouth School District

5/15/2019
Date

Name:
Title: George Shea
Assistant Superintendent of Schools

Acknowledgement of Contractor's signature:

State of New Hampshire County of Rockingham on May 15, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Paulette Rouse
Name and Title of Notary or Justice of the Peace

My Commission Expires: AULETTE N. ROUSE, Notary Public
y Commission Expires December 5, 2023

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

OFFICE OF THE ATTORNEY GENERAL

June 4, 2019
Date

Emily C. Goering
Name: EMILY C. GOERING
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with general funds and federal funds as follows: 97% Federal Funds from DHHS, Substance Abuse & Mental Health Services Administration, Center for Substance Abuse Treatment, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035, and 3% General Funds.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   4.1. 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 item, as specified in Exhibit B-1, Amendment #1.
   4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to jill.burke@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Division of Drug and Alcohol Services
   129 Pleasant Street,
   Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B, Amendment #1.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Contractor name SAU 52 Portsmouth School District

Budget Request for: Student Assistance Program (SS-2019-BDAS-02-STUDE-08)

Budget Period: July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 81,117.00	$ -	$ 81,117.00	$ 25,417.00	$ -	$ 25,417.00	$ 55,700.00	$ -	$ 55,700.00
2. Employee Benefits	$ 20,644.28	$ -	$ 20,644.28	$ 6,468.63	$ -	$ 6,468.63	$ 14,175.65	$ -	$ 14,175.65
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 101,761.28**	**$ -**	**$ 101,761.28**	**$ 31,885.63**	**$ -**	**$ 31,885.63**	**$ 69,875.65**	**$ -**	**$ 69,875.65**

Indirect As A Percent of Direct 0.0%

Contractor Initials JM Date 5/15/19

CERTIFICATE OF VOTE

I, Stephen Zadravec, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Portsmouth School Department.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 5/14/19:
(Date)

RESOLVED: That the Assistant Superintendent
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 15 day of May, 2019.
(Date Contract Signed)

4. George Shea is the duly elected Assistant Superintendent
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 15 day of May, 2019,

By George Shea.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

LISA SANTOMANGO
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
December 5, 2023

Commission Expires:

5/13/19

To Whom It May Concern,

Please know that George Shea is the current Assistant Superintendent of the Portsmouth School Department. He is authorized by the Portsmouth School Board to be the contract signatory for the Student Assistance Program agreement with the New Hampshire Department of Health and Human Services

Sincerely,

Patrick Ellis, Portsmouth School Board

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Portsmouth School District SAU #52 1 Junkins Avenue Suite 402 Portsmouth, NH 03801	950	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X **General Liability (Occurrence Form)**	7/1/2018	7/1/2019	Each Occurrence	$ 5,000,000
			General Aggregate	$ 5,000,000
Professional Liability (describe)			Fire Damage (Any one fire)	
☐ Claims Made ☐ Occurrence			Med Exp (Any one person)	
X **Automobile Liability**	7/1/2018	7/1/2019	Combined Single Limit (Each Accident)	$5,000,000
Deductible Comp and Coll: $1,000			Aggregate	$5,000,000
☐ Any auto				
X **Workers' Compensation & Employers' Liability**	1/1/2019	1/1/2020	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
X **Property (Special Risk includes Fire and Theft)**	7/1/2018	7/1/2019	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ **Additional Covered Party**	☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301			**By:** *Mary Beth Purcell* **Date:** 5/13/2019 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Board of Directors 2019-2020

Steven Zadravec, Superintendent of Schools

Patrick Ellis, Portsmouth School Board Chair

Kristen Jeffey, Portsmouth School Board Vice-Chair

Jeffrey Landry, Portsmouth School Board

Roseann Vozella Clark, Portsmouth School Board

Ann Walker, Portsmouth School Board

Nancy Novelline Clayburgh, Portsmouth School Board

Gary Epler, Portsmouth School Board

Brian French, Portsmouth School Board

Tara Kennedy, Portsmouth School Board

Marci P. Blanchette

[redacted]

Objective

To provide drug and alcohol intervention, prevention, and treatment to adolescents in the high school setting.

Qualifications

Licensed Clinical Mental Health Counselor (LCMHC). Certified Prevention Specialist (CPS), Tom Fox Award recipient, Student Assistance Counselor for 8 years. Implemented age appropriate groups dealing specifically with emotion regulation. social and academic skills development issues, familial issues, depression, impulse control, body image, anger management, and drug and alcohol prevention. Attended various trainings specifically related to ethics, self-care, emergency response and preparedness, DBT, PTSD, and co-occurring disorders.

Professional Experience

Student Assistance Counselor and Clinician
Child and Family Services 2005-present
Portsmouth High School Portsmouth, NH

- Designed Student Assistance program specifically related to the needs of Portsmouth high school
- Member of the Community Coalition for Strategic Prevention Framework region
- Provided assessment and individual counseling to over 600 students with issues related to academics, interpersonal conflicts, familial issues, and drug and alcohol prevention/intervention
- Facilitated groups dealing specifically with adjustment issues, peer pressure, body image, and conflict resolution
- Conducted classroom presentations on issues related to the dangers of drug use.
- Attended several trainings concentrating on adolescent brain development
- Facilitated parent/teacher mediation
- Coordinated and facilitated skills groups focusing on social and academic skills development. emotion regulation, and interpersonal effectiveness.
- Attended numerous staff meetings and trainings specifically related to agency initiatives.
- Single handedly developed a week long activities fair during Red Ribbon Week for the whole student body
- Attended weekly clinical supervision

Chase **Home** 2007-2012
Group Facilitator Portsmouth, NH

- Facilitated eight week group sessions utilizing New Hampshire trails Independent living curriculum
- Attended staff meetings for service collaboration

Addiction Studies Instructor 2008-2009
Robert J. Lister Academy Portsmouth, NH

+ Developed sixteen week addiction studies curriculum
+ Attended open house sessions
+ Initiated regular parent contacts regarding student progress
+ Identified students strengths and weaknesses
+ Aided in student future planning

Psychotherapist/Case Manager 2001-2005
Seacoast Mental Health Exeter, NH

+ Provided assessment, individual psychotherapy, and training to community support program (CSP) clients.
+ Developed and implement individualized treatment plans to address activities of daily living. interpersonal issues, adaptation to change, concentration, task performance and pace.
+ Maintain thorough up-to-date clinical documentation for state funded services.
+ Co-facilitated Dialectical Behavior Therapy (DBT) group.
+ Manage caseload of thirty persistently and chronically mentally ill consumers.

Supervisor, Youth Reach Specialist 1998-2008
Odyssey House Hampton, NH

+ Specialized in teaching students various skills including, Distress Tolerance, Crisis Intervention, Organizational Techniques, Effective Communication and Parenting skills
+ Provided therapeutic guidance to a group of thirty "at risk" students
+ Facilitated groups addressing various issues related specifically to behavior modification
+ Assessed and intervened in crisis situations and medical emergencies
+ Provided individual psychotherapy to students in need of services

Guidance Counselor (Internship) 2001
Greenland Central School Greenland, NH

+ Provided individual counseling to a wide variety of middle school students, e.g., learning disabled, athletes, and gifted learners while fulfilling an internship.
+ Facilitated groups for students addressing various issues including depression, impulse control, anger management, drug and alcohol abuse, and low self-esteem.
+ Coordinated consultations with parents, faculty, and paraprofessionals.

Youth Advisor 1999-2000
Rockingham Community Action Portsmouth, NI-I

+ Worked as counselor for county-wide initiative for "at risk" adolescents.
+ Developed goals to address homelessness, unemployment and social issues.
+ Coordinated with community agencies, including Health and Human Services, local welfare offices and adult education programs.
+ Proposed challenges to youth for growth opportunities.
+ Demonstrated communication techniques to promote candid exchange.
+ Developed support system through consistent case management.

Training

Ethics
Crisis Management
Dialectical Behavior therapy (DB1)
Reconnecting Youth
Frameworks Suicide Prevention
Prime for Life
NI-I Trails
Parenting Plus
Project Success

License / Certifications

Licensed Clinical Mental Health Counselor (LCMHC)
Master Licensed Alcohol and Drug Counselor (Pending) (MLADC)
NH Certified Guidance Counselor
Certified Prevention Specialist (CPS)
Prime for Life Certification
Reconnecting Youth Certification
Project Success Certification

Education

Master of Arts Degree: Counseling, University of New Hampshire
Bachelor of Science: Psychology, Plymouth State University
Associate of Science: Childhood Development, Plymouth State University

Portsmouth School Department (SAU #52)

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Marci Blanchette	Student Assistance Counselor	101,761.28	68.7%	69,875.65

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

August 21, 2018

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, Bureau of Drug and Alcohol Services, to enter into **sole source** agreements with vendors listed in the table below to provide Student Assistance Program services in an amount not to exceed $902,289 effective upon Governor and Executive Council approval through June 30, 2019. 98.63% Federal Funds, 1.37% General Funds.

Vendor	Vendor Number	Location	Amount
Conway School District – SAU #9	159846-B001	North Conway	$70,000
Milton School District – SAU #64	156682-B001	Milton	$50,000
North Country Education Services	154707-B001	Gorham	$100,000
North Country Health Consortium, Inc.	158557-B001	Littleton	$300,000
Portsmouth School District – SAU #52	177463-B006	Portsmouth	$70,000
Rochester School District – SAU #54	177467-B004	Rochester	$100,000
Sanborn Regional School District – SAU #17	154453-B001	Kingston	$37,500
Seacoast Youth Services	203944-B001	Seabrook	$70,000
Second Start	177224-B002	Concord	$104,789
		Total:	**$902,289**

Funds are available in the following accounts for SFY 2019.

05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVS, PREVENTION SVS

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	92057502	$440,000
			Subtotal:	*$440,000*

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVS, PFS2 GRANT

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	92052407	$462,289
			Subtotal:	$462,289
			Total Contract:	**$902,289**

EXPLANATION

This request is **sole source** because the vendors have effectively operated the student assistance program for a period of two (2) to five (5) years. Research demonstrates that substance misuse prevention education is most successful when the program is delivered in a consistent manner over a course of five (5) plus years to impact each cohort of grades. Additionally, to meet the federal evaluation requirements, the New Hampshire Bureau of Drug and Alcohol Services must demonstrate sustained outcomes throughout the grant periods.

This request represents nine (9) of twelve (12) contracts to provide Student Assistance Program Services. The Department anticipates awarding the remaining three (3) contracts at the next available Governor and Executive Council meeting, upon receipt of the fully executed contract documents.

The purpose of this request is to address underage drinking and prescription drug misuse and abuse in high need populations through the administration of a Student Assistance Program. The Student Assistance Program leverages the State's existing prevention system, resources and capacities to effect change in priority substance abuse areas among high need populations in the communities where those populations reside.

The vendors will implement Student Assistance Programming (SAP) using the evidenced based Project Success in twenty (20) high schools, twenty-three (23) middle schools and one (1) community college in an effort to serve 18,837 New Hampshire youth in order to prevent and reduce underage drinking, high risk drinking and the use of non-medical prescription drugs including opioids and illicit opioid drug use.

The vendors will conduct alcohol and other drug screenings, individual support sessions, group support sessions, and referrals to drug and alcohol treatment providers when indicated by the screening. Additionally, the vendors will provide students and parents with targeted drug and alcohol education to improve understanding of risks associated with prescription drug and underage alcohol use as well as the developmental milestones and brain development of adolescents. The scope of work in these agreements require the vendors to incorporate community level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

Student Assistance Programs work collaboratively with the Department and the NH Center for Excellence to improve the quality of services to students as well as to collect data to make data driven decisions on school-based prevention programming. Based on the Youth Risk Behavior Surveillance Survey trend data from 2013 to 2017 results for the schools indicate statistically significant changes in the following:

- Increase in students' perception of risk for the use of alcohol and non-medical prescription drugs,
- Increase in students' reporting parent and peer disapproval for the use of alcohol and non-medical prescription drugs, and

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

- There will be an increase in the percentage of students who report a high risk of harm for using substances (alcohol, marijuana, non-medical prescription drugs, heroin) on the Youth Risk Surveillance Survey (YRBS).
- There will be an increase in the percentage of students who report their parents/caregivers and peer would disapprove if they used substances on the YRBS.
- There will be a decrease in the percentage of students who report they used substances in the past 30 days on the YRBS.
- Decrease in students' reporting past 30 day use of alcohol and non-medical prescription drugs.

As referenced in the Exhibit C-1 of these agreements, the Department reserves the right to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, 18,837 students, statewide, may not receive the support and substance misuse prevention education that may be needed during critical adolescent development years. Lack of these support services could result in: higher prevalence rates of underage drinking and drug use, misuse and abuse of prescription medication, and an escalation in adverse childhood experiences such as a trauma related to parental/caregiver substance abuse.

Area served: Statewide.

Source of Funds: 98.63% Federal Funds from Department of Health & Human Services (DHHS), Substance Abuse & Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, DHHS, SAMHSA, Center for Substance Abuse Prevention, and 1.37% General Funds.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Student Assistance Program Contracts

FISCAL DETAILS

05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SVS 97% Federal Funds 3% General Funds

Conway (Kennett) School District SAU #9, Vendor # 159846-B001

State Fiscal Yea	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$70,000
			Sub Total:	$70,000

Milton School District SAU #64, Vendor # 156682-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$50,000
			Sub Total:	$50,000

Newport School District SAU #43, Vendor #159924-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$0
			Sub Total:	$0

North Country Health Consortium, Vendor #158557-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$100,000
			Sub Total:	$100,000

Portsmouth School District SAU #52, Vendor # 177463-B006

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$70,000
			Sub Total:	$70,000

Sanborn Regional District SAU #17, Vendor # 154453-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$37,500
			Sub Total:	$37,500

Seacoast Youth Services, Vendor #203944-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$70,000
			Sub Total:	$70,000

Second Start

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$42,500
			Sub Total:	$42,500
			Prevention Sub Total:	$440,000

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, PFS2 GRANT 100% Federal Funds

Claremont School District SAU #6, Vendor # 177374-B005

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$0
			Sub Total:	$0

Manchester School District SAU #37, Vendor # 177323-B003

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$0
			Sub Total:	$0

North Country Education Services, Vendor # 154707-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$100,000
			Sub Total:	$100,000

North Country Health Consortium, Vendor # 158557-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$200,000
			Sub Total:	$200,000

Rochester School District SAU #54, Vendor # 177463-B006

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$100,000
			Sub Total:	$100,000

Second Start, Vendor #177224-B002

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$62,289
			Sub Total:	$62,289
			PFS2 Sub Total:	$462,289
			Total Contract Amount:	**$902,289**

FORM NUMBER P-37 (version 5/8/15)

Subject: Student Assistance Program (SS-2019-BDAS-02-STUDE-08)

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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name SAU 52 - Portsmouth School District		1.4 Contractor Address 1 Junkins Ave. Ste. 402 Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-431-5080	1.6 Account Number 05-95-92-920510-33800000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation $70,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory George Shea, Assistant Superintendent	

1.13 Acknowledgement: State of NH, County of Rockingham

On 7/24/18, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

LISA SANTOMANGO
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
November 6, 2018

1.14 State Agency Signature Date: 8/23/18	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 9/4/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 as indicated in block 1.18, 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 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Contractor shall provide Student Assistance Programming to address prevention of underage drinking among person aged 12 to 20, and prevention and reduction of high-risk drinking, prescription drug misuse including opioids and illicit opioid among persons aged 12 to 25 in the school district that have been identified as "high need, high risk" communities as follows: Portsmouth Middle School, Portsmouth High School, Rye Middle School, and Greenfield Middle School.

2. Scope of Work

2.1. The Contractor shall select and ensure an evidence-based screening tool, as approved by the Department, utilized to screen all students referred for services that must include an assessment of the individual, family, substance use issues, and if a referral to treatment is appropriate.

2.1.1. The Contractor shall submit the evidence based screening tool to be used to the Department within thirty (30) days of the contract effective date.

2.2. The Contractor shall ensure students are referred to appropriate school-based service or community providers as indicated by the individual screening results.

2.3. The Contractor shall collaborate with the schools to maintain and/or develop a protocol for referrals to the appropriate provider.

2.4. The Contractor shall conduct Individual Support Sessions for the purpose of crisis intervention and to determine a student's motivation to participate in Project Success groups. Project Success groups are defined as:

2.4.1. Endorsed by the Substance Abuse and Mental Health Services Administration as Evidenced-Based prevention program.

2.4.2. Implemented by specially trained student assistance counselors whom are located in schools 2-5 days a week.

2.4.3. Research-based program that use interventions effective in reducing risk factors and enhancing protective factors.

2.5. The Contractor shall conduct Individual sessions as needed to assist students with the following, but not limited to:

2.5.1. Identifying and resisting social and situational pressures to use substances.

2.5.2. Correcting misperceptions about the prevalence and acceptability of substance use.

2.5.3. Focusing on the personal consequences of substance use.

2.5.4. Teaching and providing opportunities to practice resistance and coping skills.

2.5.5. Identifying barriers to using the newly developed skills or adopting healthy attitudes.

2.6. The Contractor shall conduct group sessions that are modeled after Project Success including, but not limited to:

2.6.1. Newcomers Group.

2.6.2. Children of Substance Abusing Parents Group.

2.6.3. Seniors Group.

2.6.4. Alcohol and other Drug Assessment Education Group.

2.6.5. Sibling Group.

2.6.6. Non-Users Group.

2.6.7. Parents, Peers, and Partying Group.

2.6.8. Users Group.

2.6.9. Users/Children of Substance Abusing Parents Group.

2.6.10. Recovery Group.

2.7. The Contractor shall conduct Group Support Sessions. During the first session of each group, confidentiality and boundaries shall be addressed and clarified to ensure students are provided with confidentiality guidelines. Group Sessions shall include, but is not limited to:

2.7.1. Assisting students in an effort to identify and resist social and situational pressures to use substances, correct misperceptions about the prevalence and acceptability of substance use.

2.7.2. Assisting students to focus on the personal consequences of use.

2.7.3. Teaching and provide opportunities to practice resistance and coping skills.

2.7.4. Identifying barriers to using the skills or adopting healthy attitudes.

2.8. The Contractor shall provide parent education about the non-medical misuse of prescription drugs and underage drinking and binge drinking. Topics shall include developmental information including, but not limited to:

2.8.1. How the use of substances such as alcohol or other drugs affect the adolescent brain.

2.8.2. Youth access to substances.

2.8.3. How perception of parental disapproval impacts use.

2.9. The Contractor shall enhance parent education services via the current parent education services being offered at the school and local levels.

2.10. The Contractor shall provide prevention education services during transitional years (i.e. 7th and 9th grades) which topics shall include, but are not limited to:

2.10.1. Being an adolescent.

2.10.2. Alcohol, tobacco and other drug information.

2.10.3. Family dynamics and pressures.

2.10.4. Skills for coping with stress and life pressure.

2.11. The Contractor shall conduct a minimum of three (3) school and/or community centered environmental strategies each year of funding. The Contractor may utilize existing groups and programs to enhance and meet this requirement.

2.12. The Contractor shall enhance services through the utilization of marketing and media tools. The Contractor shall complete this work in conjunction with work being done at the state level and the local level with community partners such as the Regional Public Health Network, Drug-Free Coalitions, and other local organizations. The Contractor may utilize existing groups to enhance and meet this requirement.

2.13. The Contractor shall participate in evaluation efforts conducted by the Department in order to use data to drive continuous quality improvement.

2.14. The Contractor shall administer the 2019 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2019 and administer a whole school survey with students in grades 9 through 12 developed by the Department in the Spring of 2020.

2.15. The Contractor shall administer a Department approved survey in the Spring of 2019 and the Spring of 2020 to 7th and 8th grades in middle schools that do not conduct the middle school Youth Risk Behavior Survey in their contracted service areas.

2.16. The Contractor shall conduct an assessment by comparing current school policies related to the use of alcohol and other drugs against the Model School Policy that was developed by the Governor's commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment by end of year one.

2.16.1. The Contractor shall implement best practices in the school's policies related to the use of alcohol and other drugs according to the Model School Policy in Section 2.17 above by end of year two.

2.17. The Contractor shall participate in all required meetings and trainings which shall include, but are not limited to:

2.17.1. Student Assistance Program Community of Practice.

2.17.2. Learning Collaborative Meetings.

2.17.3. Mandatory trainings.

2.18. The Contractor shall provide one full-time equivalent staff person to every one-thousand (1,000) students.

2.18.1. This position may be pro-rated for schools that serve less than 1,000 students.

2.18.2. If the school contains less than 1,000 students the Contractor shall ensure the staff person is available a minimum of two (2) days per week and shall not serve more than two buildings or campuses.

2.19. The Contractor shall provide one (1) Student Assistance counselor who shall obtain Certified Prevention Specialist (CPS) status within one (1) year of hire.

2.19.1. The Contractor shall submit a plan to the Department if this is not achieved.

2.20. The Contractor shall allow a Department approved team to conduct quarterly site reviews. The team shall include, but is not limited to:

2.20.1. Student Assistance Counselor(s).

2.20.2. Contractor or designee.

2.20.3. Department.

2.20.4. Representative of the New Hampshire Center for Excellence, if appropriate.

2.20.5. The site visit shall include, but are not limited to:

2.20.5.1. Review of the Contractor's systems of governance.

2.20.5.2. Administration.

2.20.5.3. Data collection and submission.

2.20.5.4. Policies for ensuring student confidentiality.

2.20.5.5. Financial management in order to assure systems are adequate to provide the contracted services.

2.20.6. The Contractor shall make corrective actions as advised by the review team in contracted services are not found in accordance with this contract.

3. Staffing

3.1. The Contractor shall provide one (1) Student Assistance counselor who shall obtain Certified Prevention Specialist (CPS) status within one (1) year of hire.

3.1.1. The Contractor shall submit a plan to the Department if this is not achieved.

4. Reporting

4.1. The Contractor shall communicate and submit required records via e-mail.

4.2. The Contractor shall enter and complete monthly data reporting in the New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the month.

4.3. The Contractor shall submit monthly expenditure reports by the twentieth (20th) business day following the month for reimbursement of costs for contracted services in the previous month.

4.4. The Contractor shall cooperate with, and answer all questions of, representatives of the Department conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities.

4.5. The Contractor shall provide any periodic or specialty reports as requested by the Department.

5. Performance Measures

5.1. Participants will report a decrease in past 30 day use of alcohol and non-medical prescription drugs including opioids and illicit opioids.

5.2. Participants will report a decrease in past 30 day binge drinking

5.3. Participants will report an increase in parental and peer disapproval of alcohol and non-medical prescription drug misuse.

5.4. Participants will report an increase in a perception of risk/harm of use of alcohol and non-medical prescription drug misuse.

5.5. Participants will report an increase in family communication around alcohol and drug misuse.

6. Deliverables

6.1. The Contractor shall administer the 2019 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2019 and administer a whole school survey with students in grades 9 through 12 developed by the Department in the Spring of 2020.

6.2. The Contractor shall administer a Department approved survey in the Spring of 2019 and the Spring of 2020 to 7th and 8th grades in middle schools that do not conduct the middle school Youth Risk Behavior Survey in their contracted service areas.

6.3. The Contractor shall provide the results of the assessment in Section 2.17 above to the Department in an electronic format within thirty (30) days after the end of year one.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor $48.00 per hour in an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with funds from the:

   2.1 Catalog of Federal Domestic Assistance (CFDA) #93.959, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Federal Block Grant Prevention Services.

   2.2 The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

3. Payment for services shall be on a cost reimbursement basis of the hourly rate in Section 1 above, all-inclusive of both actual hours worked and other applicable expenses with operating the program pursuant to the Scope of Services.

4. The Contractor shall be available to provide services identified in Exhibit A, Scope of Services, as needed.

5. Payment for services shall be processed as follows:

   5.1 The Contractor shall submit monthly invoices for reimbursement of actual hours worked during the month, for a total of twelve (12) invoices per year. The invoice shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

   5.2 Invoices described in Exhibit B, Method and Condition Precedent to Payment, Section 5.1 and reports identified in Exhibit A, Scope of Services must be submitted to:

   Attn: Financial Manager
   NH Department of Health and Human Services
   Bureau of Drug and Alcohol Services
   129 Pleasant St.
   Concord, NH 03301-3857

6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

10. The Contractor agrees to keep records of their activities related to Department programs and services.

11. The Contractor agrees not to use the funding in this Agreement to replace funding for a program already funded from another source.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

Contractor Initials
Date 7/24/18

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

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

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

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

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Renewal:
   The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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

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.

Contractor Name:

7/24/18
Date

George Sheh
Name:
Title: Assistant Superintendent of Schools

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 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.

Contractor Name:

7/24/18
Date

George Shea
Name:
Assistant Superintendent
Title:

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

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:

7/24/18
Date

George Shea
Name:
Title: Assistant Superintendent

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.

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:

7/24/18
Date

George Shea
Name:
Title: Assistant Superintendent

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:

7/29/18
Date

George Shea
Name:
Title: Assistant Superintendent

Contractor Initials
Date 7/29/18

HEALTH INSURANCE PORTABILITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

Contractor Initials

Date 7/24/18

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.

Contractor Initials

Date 7/29/18

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	Portsmouth School Department
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	George Shea
Name of Authorized Representative	Name of Authorized Representative
Director	Assistant Superintendent - Portsmouth Schools
Title of Authorized Representative	Title of Authorized Representative
8/23/18	8/28/18
Date	Date

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Student Assistance Program

This 1st Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #1") dated this 10th day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and SAU 54 Rochester School District (hereinafter referred to as "the Contractor"), a municipality with a place of business at 150 Wakefield, Suite 8, Rochester, NH 03867.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2018 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to renew the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3., the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, and increase the price limitation, and;

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $200,000.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Add Exhibit A, Scope of Services, Section 1.5., to read:

   1.5. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provide after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

6. Delete Exhibit B Method and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #1 Method and Conditions Precedent to Payment.

7. Add Exhibit B-1, Amendment #1.

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/5/19
Date

Name: Katja Fox
Title: Director

SAU 54 – Rochester School District

5/16/19
Date

Name: Michael L Hopkins
Title: superintendent

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Strafford on 5/16/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Brenda D. Gentle
Signature of Notary Public or Justice of the Peace

Brenda D. Gentle, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: January 18, 2022

BRENDA D. GENTLE, Notary Public
My Commission Expires January 18, 2022

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

OFFICE OF THE ATTORNEY GENERAL

6/7/19
Date

Name: Lisa M. English
Title: Special Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

Name:
Title:

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with federal funds as follows: 100% Federal Funds from DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, NH Partnership for Success Initiative – PFS2, CFDA #93.243, Federal Award Identification Number SP020796.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements, which includes an in-kind match of an amount equal to a minimum of 25% of the federal grant identified in Subsection 2.2, above.
4. The Contractor shall ensure the annual 25% required match in Section 3, above, is in non-federal contributions either in cash or in-kind related to directly providing project activities and goals related to the Student Assistance Program as approved by the Department.
5. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
6. Payment for said services shall be made monthly as follows:
   6.1. 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 item, as specified in Exhibit B-1, Amendment #1.
   6.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   6.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   6.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to jill.burke@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Division of Drug and Alcohol Services
   129 Pleasant Street,
   Concord, NH 03301

10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B, Amendment #1.

11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

12. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services

Contractor name SAU 54 Rochester School District

Budget Request for: Student Assistance Program (SS-2019-BDAS-02-STUDE-09)

Budget Period: July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 90,178.00	$ -	$ 90,178.00	$ -	$ -	$ -	$ 90,178.00	$ -	$ 90,178.00
2. Employee Benefits	$ 9,822.00	$ 21,519.35	$ 31,341.35		$ 21,519.35	$ 21,519.35	$ 9,822.00	$ -	$ 9,822.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ 15,000.00	$ 15,000.00	$ -	$ 15,000.00	$ 15,000.00	$ -	$ -	$ -
6. Travel	$ 3,500.00	$ -	$ 3,500.00	$ 3,500.00			$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ -	$ -
Postage	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ -	$ -
11. Staff Education and Training	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00			$ -	$ -	$ -
12. Subcontracts/Agreements *	$ 22,500.00	$ -	$ 22,500.00	$ 22,500.00		$ 22,500.00	$ -	$ -	$ -
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 128,500.00	$ 40,519.35	$ 169,019.35	$ 28,500.00	$ 40,519.35	$ 69,019.35	$ 100,000.00	$ -	$ 100,000.00
Indirect As A Percent of Direct		2.6%							

* IDN Agreement = $17,500.00
* Other Donations = $5,000.00

Contractor Initials MA
Date 5/14/19

Certificate of Vote

I, Anne Grassie, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract Signatory)

1. I am a duly elected Officer of Rochester School Department/SAU 54

(Agency Name)

2. The following is a true copy of the resolution duly adopted at the meeting of the Board of Directors of the Agency duly held on May 16th, 2019.

RESOLVED: That the Superintendent of Schools

(Title of Contract Signatory)

Is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments and any amendments, revisions or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked and remain in full force and effect as of the 16th day of May, 2019.

4. Michael L. Hopkins is the duly elected Superintendent of Schools of the Agency.

(Name of Contract Signatory) (Title of Contract Signatory)

Anne Grassie

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 7th day of June, 2019.

By: Anne Grassie

(Name of the Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 3-13-20

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Rochester School District SAU #54 150 Wakefield Street, Suite 8 Rochester, NH 03867	901	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X **General Liability (Occurrence Form)**	7/1/2019	7/1/2020	Each Occurrence	$ 5,000,000
Professional Liability (describe)			General Aggregate	$ 5,000,000
☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
X **Automobile Liability**	7/1/2019	7/1/2020	Combined Single Limit (Each Accident)	$5,000,000
Deductible Comp and Coll: $1,000			Aggregate	$5,000,000
☐ Any auto				
X **Workers' Compensation & Employers' Liability**	7/1/2019	7/1/2020	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
X **Property (Special Risk includes Fire and Theft)**	7/1/2019	7/1/2020	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐	**Additional Covered Party** ☐	**Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301			**By:** *Mary Beth Purcell* **Date:** 5/16/2019 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Rochester School Board Members

January 1, 2019 – December 31, 2020

Mr. Matthew Beaulieu
Ms. Julie Brown
Mr. Nathaniel Byrne
Mr. Joseph Devine
Mrs. Anne Grassie
Mr. Paul Lynch, Chair
Mrs. Amy Malone
Mr. Matthew S. Pappas, Vice-Chair
Mrs. Sarah Harrington

Mrs. Audrey Stevens Rc 8
Mrs. Karen Stokes
Mr. Raymond Turner
Mr. Robert Watson

Kaitlin E. Calculator, MSW

Education

Bridgewater State University School of Social Work — **May 2016**
MS in Social Work — (3.9 GPA)

University of New Hampshire — **May 2010**
BS in Social Work

Professional Experience

Rochester Middle School, Rochester NH — **03/2018 – Present**
Student Assistance Program Coordinator

- Help at-risk students with various issues through one-on-one and group intervention, most commonly associated with but not limited to: substance misuse, mental health issues, bullying, dating violence, and peer pressure
- Teach the Prevention Education Series focusing on alcohol, tobacco, and other drug prevention to 6th graders through co-facilitation with the School Resource Office (SRO)
- Organize monthly school-wide activities with student and staff participation to increase awareness on various issues
- Collaborate during monthly meetings with community stakeholders, including but not limited to: Community Management Team, Prevention Leadership Team, Peer Collaboration Team

Child and Family Services of NH, Dover NH — **10/2017 – 02/2018**
Case Manager/Family Therapist

- Provided case management through a high intensity, multi-faceted service designed to connect at-risk youth to various therapeutic, social and community-based resources
- Developed and implemented a client/family centered treatment plan, focusing on the following objectives: Individual/family counselling, Respite care, Crisis intervention/stabilization, Substance abuse assessment & treatment, Parenting education and in-home support, Foster home support, Transitional services for older adolescents, Job readiness assistance for parents and older adolescents, and Monitoring
- Worked to support the family in restoring a safe, stable, positive home environment

McLean Hospital, Middleboro MA — **09/2016 – 09/2017**
Per Diem Clinical Social Worker

- Provided case management to adult patients in the partial hospital program (PHP)
- Completed psychosocial assessment and assigned DMS V diagnosis
- Facilitated family meetings, individual and group psychotherapy/psychoeducation
- Engaged in collaborative treatment planning with an interdisciplinary treatment team (PsyD, RN, psychiatrist, and psychotherapy group leaders)
- Prepared patients for discharge with aftercare supports to support continuity of care

Child and Family Services, Hyannis MA — **06/2016 – 09/2017**
In-home Family Therapy Clinician

- Practiced cultural relevance to support assessment and clinical understanding
- Completed Comprehensive Assessment and CANS, and assigned DMS V diagnosis
- Completed Risk Assessment and Safety Planning to reduce risk of psychiatric hospitalization

- Engaged in collaborative treatment/intervention planning to address youths' mental, behavioral, socioemotional needs
- Facilitated intensive therapeutic intervention, care coordination, and collateral collaboration
- Provided support to the family system regarding family relationships, communication, and dynamics

McLean Hospital, Middleboro MA **09/2015 – 05/2016**
Case Manager *(600-hour MSW advanced year internship)*
- Provided case management to inpatient and partial level patients in collaboration with the hospital social worker and interdisciplinary treatment team
- Conducted initial interviews and completed psychosocial assessment
- Facilitated family meetings and lead psychoeducational treatment groups
- Coordinated aftercare plans upon discharge
- Negotiated treatment and authorization with multiple insurance companies
- Participated in policy reform at the inpatient level

Sandwich High School, Sandwich MA **04/2015 – 07/2015**
Interim Behaviorist
- Facilitated five social skills groups per week
- Collected and analyzed student data, based on classroom observations, to measure progress and comply with IEP; Co-facilitated quarterly IEP review meetings
- Met with students one-on-one for individual academic and socioemotional support

Forestdale School, Sandwich MA **09/2014 – 04/2015**
School Social Worker *(450 hour MSW first year internship)*
- Collaborated with the school social worker to provide both IEP-mandated and voluntary services to students
- Facilitated small groups and classroom lessons focusing on positive peer interaction, social thinking, and coping skills
- Met with students one-on-one for individual academic and socioemotional support

Child and Family Services, Hyannis MA **11/2013 – 08/2014**
Therapeutic Training and Support Clinician
- Collaborated with Master's level clinician to assist in implementing therapeutic objectives of the treatment plan to address a youth's mental, behavioral, and emotional needs; Provided therapeutic support to the family system

Child and Family Services, Hyannis MA **04/2012 – 11/2013**
Therapeutic Mentor
- Provided community-based, structured, one-to-one, therapeutic support services to diverse youth ages 4-21; Addressed daily living, interpersonal, coping, and transitional skills

South Bay Mental Health, South Yarmouth MA **10/2011 – 04/2012**
Family Support Provider
- Provided in-home, strengths-based therapeutic services to children with serious emotional disturbances in an effort to prevent hospitalization and to further support the family system

CHANCES, Farmington NH **01/2010 - 08/2010**
Case Manager *(BSW advanced year internship)*
- Provided case management for adjudicated youth undergoing court diversion in an effort to reduce relapse and recidivism

Friends in Action, Portsmouth NH **1/2008 – 03/2008**
Mentor *(BSW first year internship)*
- Supported individuals with developmental disabilities by organizing and co-facilitating social events

Nicole Dale

[redacted]5

PROFILE

Accomplished professional with strong social work and addiction counseling skills developed over nine years working within different sectors of the industry such as treatment centers, schools and community based programming. I am an efficient team leader with excellent communication skills and the ability to multi-task in challenging fast paced environments. I am looking to progress in my career and obtain stable long term employment as a Master Level Licensed Alcohol and Drug Counselor.

Education

Master of Social Work (MSW)
August 2015
University of New England
Dual concentration, graduated with honors, member of Sigma Lambda honor society

Bachelor of Social Work
August 2008
University of New Hampshire
Durham, NH
Graduated Dean's list

Associate of Addiction Counseling
May 2006
New Hampshire Technical Institute
Concord, NH
Graduated Dean's list

Certifications

Master Level Licensed Alcohol and Drug Counselor
Licensed Alcohol and Drug Counselor
American Red Cross CPR Certified
HIPPA Compliant
Certified Prevention Specialist

Volunteer Experience

Rochester Police Department, Diversion Committee Member

WORK HISTORY

December 2013- Current Rochester School District Rochester, NH
Prevention Specialist- Master Level Licensed Alcohol and Drug Counselor
Responsible for identifying issues and creating goals surrounding substance misuse amongst high school students in a safe and supportive environment. Works to plan as well as implement universal, selective and indicated services within the school systems. Conduct individual and group sessions as well as crisis intervention when necessary. Collaboratively work with systems to educate students, parents and community members surrounding addiction.

December 2015- Current/ January 2008- May 2010 Southeastern New Hampshire Services Dover, NH
Residential Assistant
Co-lead groups weekly, entered data assessment plan notes into WITs program, performed case management, attended in-house trainings routinely, educated myself through weekly supervision, helped prepare clients for discharge (scheduled and unscheduled).

June 2010 – December 2013 Bridging the Gaps Rochester, NH
Youth Prevention Services Coordinator
Worked with a variety of private, public, and municipal, local and regional stakeholders to deliver alcohol and drug prevention services to youth in the Rochester School District. Duties included: logistic coordination, case management, individual/group counseling services, development of action plans, coordination of training and marketing.

January 2013- July 2013 Family Justice Center Rochester, NH
Advocate Intern
Advocated for victims of domestic violence. Supported victims of domestic violence in filing petitions and participating in the court process.

August 2008- June 2010 CHANCES Farmington, NH
Program Coordinator
Managed, developed and implemented youth programming. Ensured program quality and performance related to recruiting, screening, matching, monitoring, scheduling and closing cases with the families, schools, parent/ guardian, community organizations and the child throughout the relationship.

September 2005- April 2006 Merrimack River Medical Services Somersworth, NH
Counselor Intern
Utilized knowledge in the twelve core functions. Attended in house trainings for crisis intervention & prevention. Experienced working with dual diagnosis patients.

CONTRACTOR NAME: Rochester School District

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michael Hopkins	Superintendent of Schools	$138,926.00	0	0
Michele Halligan-Foley	Grant Director/Administrator	$88,580.00	0	0
Kaitlin Calculator	Middle School - SAP	$55, 839.00	100%	$58,841.92
Nicole Dale	High School - SAP	$60,801.98	73%	$41,158.08
Total				$100,000.00

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

August 21, 2018

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, Bureau of Drug and Alcohol Services, to enter into **sole source** agreements with vendors listed in the table below to provide Student Assistance Program services in an amount not to exceed $902,289 effective upon Governor and Executive Council approval through June 30, 2019. 98.63% Federal Funds, 1.37% General Funds.

Vendor	Vendor Number	Location	Amount
Conway School District – SAU #9	159846-B001	North Conway	$70,000
Milton School District – SAU #64	156682-B001	Milton	$50,000
North Country Education Services	154707-B001	Gorham	$100,000
North Country Health Consortium, Inc.	158557-B001	Littleton	$300,000
Portsmouth School District – SAU #52	177463-B006	Portsmouth	$70,000
Rochester School District – SAU #54	177467-B004	Rochester	$100,000
Sanborn Regional School District – SAU #17	154453-B001	Kingston	$37,500
Seacoast Youth Services	203944-B001	Seabrook	$70,000
Second Start	177224-B002	Concord	$104,789
		Total:	**$902,289**

Funds are available in the following accounts for SFY 2019.

05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVS, PREVENTION SVS

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	92057502	$440,000
			Subtotal:	*$440,000*

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVS, PFS2 GRANT

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	92052407	$462,289
			Subtotal:	$462,289
			Total Contract:	**$902,289**

EXPLANATION

This request is **sole source** because the vendors have effectively operated the student assistance program for a period of two (2) to five (5) years. Research demonstrates that substance misuse prevention education is most successful when the program is delivered in a consistent manner over a course of five (5) plus years to impact each cohort of grades. Additionally, to meet the federal evaluation requirements, the New Hampshire Bureau of Drug and Alcohol Services must demonstrate sustained outcomes throughout the grant periods.

This request represents nine (9) of twelve (12) contracts to provide Student Assistance Program Services. The Department anticipates awarding the remaining three (3) contracts at the next available Governor and Executive Council meeting, upon receipt of the fully executed contract documents.

The purpose of this request is to address underage drinking and prescription drug misuse and abuse in high need populations through the administration of a Student Assistance Program. The Student Assistance Program leverages the State's existing prevention system, resources and capacities to effect change in priority substance abuse areas among high need populations in the communities where those populations reside.

The vendors will implement Student Assistance Programming (SAP) using the evidenced based Project Success in twenty (20) high schools, twenty-three (23) middle schools and one (1) community college in an effort to serve 18,837 New Hampshire youth in order to prevent and reduce underage drinking, high risk drinking and the use of non-medical prescription drugs including opioids and illicit opioid drug use.

The vendors will conduct alcohol and other drug screenings, individual support sessions, group support sessions, and referrals to drug and alcohol treatment providers when indicated by the screening. Additionally, the vendors will provide students and parents with targeted drug and alcohol education to improve understanding of risks associated with prescription drug and underage alcohol use as well as the developmental milestones and brain development of adolescents. The scope of work in these agreements require the vendors to incorporate community level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

Student Assistance Programs work collaboratively with the Department and the NH Center for Excellence to improve the quality of services to students as well as to collect data to make data driven decisions on school-based prevention programming. Based on the Youth Risk Behavior Surveillance Survey trend data from 2013 to 2017 results for the schools indicate statistically significant changes in the following:

- Increase in students' perception of risk for the use of alcohol and non-medical prescription drugs,
- Increase in students' reporting parent and peer disapproval for the use of alcohol and non-medical prescription drugs, and

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

- There will be an increase in the percentage of students who report a high risk of harm for using substances (alcohol, marijuana, non-medical prescription drugs, heroin) on the Youth Risk Surveillance Survey (YRBS).
- There will be an increase in the percentage of students who report their parents/caregivers and peer would disapprove if they used substances on the YRBS.
- There will be a decrease in the percentage of students who report they used substances in the past 30 days on the YRBS.
- Decrease in students' reporting past 30 day use of alcohol and non-medical prescription drugs.

As referenced in the Exhibit C-1 of these agreements, the Department reserves the right to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, 18,837 students, statewide, may not receive the support and substance misuse prevention education that may be needed during critical adolescent development years. Lack of these support services could result in: higher prevalence rates of underage drinking and drug use, misuse and abuse of prescription medication, and an escalation in adverse childhood experiences such as a trauma related to parental/caregiver substance abuse.

Area served: Statewide.

Source of Funds: 98.63% Federal Funds from Department of Health & Human Services (DHHS), Substance Abuse & Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, DHHS, SAMHSA, Center for Substance Abuse Prevention, and 1.37% General Funds.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Student Assistance Program Contracts

FISCAL DETAILS

05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SVS 97% Federal Funds 3% General Funds

Conway (Kennett) School District SAU #9, Vendor # 159846-B001

State Fiscal Yea	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$70,000
			Sub Total:	$70,000

Milton School District SAU #64, Vendor # 156682-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$50,000
			Sub Total:	$50,000

Newport School District SAU #43, Vendor #159924-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$0
			Sub Total:	$0

North Country Health Consortium, Vendor #158557-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$100,000
			Sub Total:	$100,000

Portsmouth School District SAU #52, Vendor # 177463-B006

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$70,000
			Sub Total:	$70,000

Sanborn Regional District SAU #17, Vendor # 154453-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$37,500
			Sub Total:	$37,500

Seacoast Youth Services, Vendor #203944-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$70,000
			Sub Total:	$70,000

Second Start

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$42,500
			Sub Total:	$42,500
			Prevention Sub Total:	$440,000

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, PFS2 GRANT 100% Federal Funds

Claremont School District SAU #6, Vendor # 177374-B005

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$0
			Sub Total:	$0

Manchester School District SAU #37, Vendor # 177323-B003

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$0
			Sub Total:	$0

North Country Education Services, Vendor # 154707-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$100,000
			Sub Total:	$100,000

North Country Health Consortium, Vendor # 158557-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$200,000
			Sub Total:	$200,000

Rochester School District SAU #54, Vendor # 177463-B006

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$100,000
			Sub Total:	$100,000

Second Start, Vendor #177224-B002

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$62,289
			Sub Total:	$62,289
			PFS2 Sub Total:	$462,289
			Total Contract Amount:	**$902,289**

Subject: Student Assistance Program (SS-2019-BDAS-02-STUDE-09)

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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name SAU 54 - Rochester School District		1.4 Contractor Address 150 Wakefield, Suite 8 Rochester, NH 03867	
1.5 Contractor Phone Number 603-332-3678	1.6 Account Number 05-95-92-920510-33950000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation $100,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Michael L.		1.12 Name and Title of Contractor Signatory Michael L. Hopkins Superintendent of Schools	

1.13 Acknowledgement: State of New Hampshire, County of Strafford

On July 30, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Brenda D. Gentle

BRENDA D. GENTLE, Notary Public
My Commission Expires January 18, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature Date: 8/24/18	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan A. Yelle-Attny On: 9/4/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 as indicated in block 1.18, 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 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials MLH
Date 7/30/18

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials MLH
Date 7/30/18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Contractor shall provide Student Assistance Programming to address prevention of underage drinking among person aged 12 to 20, and prevention and reduction of high-risk drinking, prescription drug misuse including opioids and illicit opioid among persons aged 12 to 25 in the school district that have been identified as "high need, high risk" communities as follows: Rochester Middle School.

2. Scope of Work

2.1. The Contractor shall select and ensure an evidence-based screening tool, as approved by the Department, utilized to screen all students referred for services that must include an assessment of the individual, family, substance use issues, and if a referral to treatment is appropriate.

2.1.1. The Contractor shall submit the evidence based screening tool to be used to the Department within thirty (30) days of the contract effective date.

2.2. The Contractor shall ensure students are referred to appropriate school-based service or community providers as indicated by the individual screening results.

2.3. The Contractor shall collaborate with the schools to maintain and/or develop a protocol for referrals to the appropriate provider.

2.4. The Contractor shall conduct Individual Support Sessions for the purpose of crisis intervention and to determine a student's motivation to participate in Project Success groups. Project Success groups are defined as:

2.4.1. Endorsed by the Substance Abuse and Mental Health Services Administration as Evidenced-Based prevention program.

2.4.2. Implemented by specially trained student assistance counselors whom are located in schools 2-5 days a week.

2.4.3. Research-based program that use interventions effective in reducing risk factors and enhancing protective factors.

2.5. The Contractor shall conduct Individual sessions as needed to assist students with the following, but not limited to:

2.5.1. Identifying and resisting social and situational pressures to use substances.

2.5.2. Correcting misperceptions about the prevalence and acceptability of substance use.

2.5.3. Focusing on the personal consequences of substance use.

2.5.4. Teaching and providing opportunities to practice resistance and coping skills.

2.5.5. Identifying barriers to using the newly developed skills or adopting healthy attitudes.

2.6. The Contractor shall conduct group sessions that are modeled after Project Success including, but not limited to:

2.6.1. Newcomers Group.

2.6.2. Children of Substance Abusing Parents Group.

2.6.3. Seniors Group.

2.6.4. Alcohol and other Drug Assessment Education Group.

2.6.5. Sibling Group.

2.6.6. Non-Users Group.

2.6.7. Parents, Peers, and Partying Group.

2.6.8. Users Group.

2.6.9. Users/Children of Substance Abusing Parents Group.

2.6.10. Recovery Group.

2.7. The Contractor shall conduct Group Support Sessions. During the first session of each group, confidentiality and boundaries shall be addressed and clarified to ensure students are provided with confidentiality guidelines. Group Sessions shall include, but is not limited to:

2.7.1. Assisting students in an effort to identify and resist social and situational pressures to use substances, correct misperceptions about the prevalence and acceptability of substance use.

2.7.2. Assisting students to focus on the personal consequences of use.

2.7.3. Teaching and provide opportunities to practice resistance and coping skills.

2.7.4. Identifying barriers to using the skills or adopting healthy attitudes.

2.8. The Contractor shall provide parent education about the non-medical misuse of prescription drugs and underage drinking and binge drinking. Topics shall include developmental information including, but not limited to:

2.8.1. How the use of substances such as alcohol or other drugs affect the adolescent brain.

2.8.2. Youth access to substances.

2.8.3. How perception of parental disapproval impacts use.

2.9. The Contractor shall enhance parent education services via the current parent education services being offered at the school and local levels.

2.10. The Contractor shall provide prevention education services during transitional years (i.e. 7th and 9th grades) which topics shall include, but are not limited to:

2.10.1. Being an adolescent.

2.10.2. Alcohol, tobacco and other drug information.

2.10.3. Family dynamics and pressures.

2.10.4. Skills for coping with stress and life pressure.

2.11. The Contractor shall conduct a minimum of three (3) school and/or community centered environmental strategies each year of funding. The Contractor may utilize existing groups and programs to enhance and meet this requirement.

2.12. The Contractor shall enhance services through the utilization of marketing and media tools. The Contractor shall complete this work in conjunction with work being done at the state level and the local level with community partners such as the Regional Public Health Network, Drug-Free Coalitions, and other local organizations. The Contractor may utilize existing groups to enhance and meet this requirement.

2.13. The Contractor shall participate in evaluation efforts conducted by the Department in order to use data to drive continuous quality improvement.

2.14. The Contractor shall administer the 2019 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2019 and administer a whole school survey with students in grades 9 through 12 developed by the Department in the Spring of 2020.

2.15. The Contractor shall administer a Department approved survey in the Spring of 2019 and the Spring of 2020 to 7th and 8th grades in middle schools that do not conduct the middle school Youth Risk Behavior Survey in their contracted service areas.

2.16. The Contractor shall conduct an assessment by comparing current school policies related to the use of alcohol and other drugs against the Model School Policy that was developed by the Governor's commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment by end of year one.

2.16.1. The Contractor shall implement best practices in the school's policies related to the use of alcohol and other drugs according to the Model School Policy in Section 2.16 above by end of year two.

2.17. The Contractor shall participate in all required meetings and trainings which shall include, but are not limited to:

2.17.1. Student Assistance Program Community of Practice.

2.17.2. Learning Collaborative Meetings.

2.17.3. Mandatory trainings.

2.18. The Contractor shall provide one full-time equivalent staff person to every one-thousand (1,000) students.

2.18.1. This position may be pro-rated for schools that serve less than 1,000 students.

2.18.2. If the school contains less than 1,000 students the Contractor shall ensure the staff person is available a minimum of two (2) days per week and shall not serve more than two buildings or campuses.

2.19. The Contractor shall provide one (1) Student Assistance counselor who shall obtain Certified Prevention Specialist (CPS) status within one (1) year of hire.

2.19.1. The Contractor shall submit a plan to the Department if this is not achieved.

2.20. The Contractor shall allow a Department approved team to conduct quarterly site reviews. The team shall include, but is not limited to:

2.20.1. Student Assistance Counselor(s).

2.20.2. Contractor or designee.

2.20.3. Department.

2.20.4. Representative of the New Hampshire Center for Excellence, if appropriate.

2.20.5. The site visit shall include, but are not limited to:

2.20.5.1. Review of the Contractor's systems of governance.

2.20.5.2. Administration.

2.20.5.3. Data collection and submission.

2.20.5.4. Policies for ensuring student confidentiality.

2.20.5.5. Financial management in order to assure systems are adequate to provide the contracted services.

2.20.6. The Contractor shall make corrective actions as advised by the review team in contracted services are not found in accordance with this contract.

3. Staffing

3.1. The Contractor shall provide one (1) Student Assistance counselor who shall obtain Certified Prevention Specialist (CPS) status within one (1) year of hire.

3.1.1. The Contractor shall submit a plan to the Department if this is not achieved.

4. Reporting

4.1. The Contractor shall communicate and submit required records via e-mail.

4.2. The Contractor shall enter and complete monthly data reporting in the New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the month.

4.3. The Contractor shall submit monthly expenditure reports by the twentieth (20th) business day following the month for reimbursement of costs for contracted services in the previous month.

4.4. The Contractor shall cooperate with, and answer all questions of, representatives of the Department conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities.

4.5. The Contractor shall provide any periodic or specialty reports as requested by the Department.

5. Performance Measures

5.1. Participants will report a decrease in past 30 day use of alcohol and non-medical prescription drugs including opioids and illicit opioids.

5.2. Participants will report a decrease in past 30 day binge drinking

5.3. Participants will report an increase in parental and peer disapproval of alcohol and non-medical prescription drug misuse.

5.4. Participants will report an increase in a perception of risk/harm of use of alcohol and non-medical prescription drug misuse.

5.5. Participants will report an increase in family communication around alcohol and drug misuse.

6. Deliverables

6.1. The Contractor shall administer the 2019 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2019 and administer a whole school survey with students in grades 9 through 12 developed by the Department in the Spring of 2020.

6.2. The Contractor shall administer a Department approved survey in the Spring of 2019 and the Spring of 2020 to 7th and 8th grades in middle schools that do not conduct the middle school Youth Risk Behavior Survey in their contracted service areas.

6.3. The Contractor shall provide the results of the assessment in Section 2.16 above to the Department in an electronic format within thirty (30) days after the end of year one.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor $48.00 per hour in an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with funds from the:

   2.1 Catalog of Federal Domestic Assistance (CFDA) #93.243, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Partnership for Success 2015.

   2.2 The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

3. Payment for services shall be on a cost reimbursement basis of the hourly rate in Section 1 above, all-inclusive of both actual hours worked and other applicable expenses with operating the program pursuant to the Scope of Services.

4. The Contractor shall be available to provide services identified in Exhibit A, Scope of Services, as needed.

5. Payment for services shall be processed as follows:

   5.1 The Contractor shall submit monthly invoices for reimbursement of actual hours worked during the month, for a total of twelve (12) invoices per year. The invoice shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

   5.2 Invoices described in Exhibit B, Method and Condition Precedent to Payment, Section 5.1 and reports identified in Exhibit A, Scope of Services must be submitted to:

   Attn: Financial Manager
   NH Department of Health and Human Services
   Bureau of Drug and Alcohol Services
   129 Pleasant St.
   Concord, NH 03301-3857

6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

10. The Contractor agrees to keep records of their activities related to Department programs and services.

11. The Contractor agrees not to use the funding in this Agreement to replace funding for a program already funded from another source.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

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

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

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

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Renewal:
   The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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

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.

Contractor Name:

July 30, 2018
Date

Name: Michael L. Hopkins
Title: Superintendent of Schools

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 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.

Contractor Name:

July 30, 2018
Date

Michael L. Hopkins
Name: Michael L. Hopkins
Title: Superintendent of Schools

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

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:

July 30, 2018
Date

Name: Michael L. Hopkins
Title: Superintendent of Schools

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.

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:

July 30, 2018
Date

Name: Michael L. Hopkins
Title: Superintendent of Schools

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:

July 30, 2018
Date

Name: Michael L. Hopkins
Title: Superintendent of Schools

HEALTH INSURANCE PORTABILITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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 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.

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	City of Rochester School Department
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Michael L. Hopkins
Name of Authorized Representative	Name of Authorized Representative
Director	Superintendent of Schools
Title of Authorized Representative	Title of Authorized Representative
8/24/18	July 30, 2018
Date	Date

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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

July 30, 2018
Date

Name: Michael L. Hopkins
Title: Superintendent of Schools

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 DUNS number for your entity is: 100050558

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Student Assistance Program

This 1st Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #1") dated this 10th day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and the School Administrative Unit #61 Farmington School District, (hereinafter referred to as "the Contractor"), a municipality with a place of business at 60 Charles Street, Farmington, NH 03835.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 13, 2017 (Item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to renew the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3., the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, and increase the price limitation, and;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $300,000.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Add Exhibit A Scope of Services, Section 1.5., to read:

   1.5. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payment for services provide after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

6. Delete Exhibit B Method and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #1 Method and Conditions Precedent to Payment.

7. Add Exhibit B-1, Amendment #1.

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/14/19
Date

Name: Katja Fox
Title: Director

SAU #61 Farmington School District

5/14/19
Date

Name: Diana DeWitt
Title: Director of Student Services

Acknowledgement of Contractor's signature:

State of NH, County of Strafford on 5/14/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Jessica Rollins Admin Asst.
Name and Title of Notary or Justice of the Peace

My Commission Expires: 10/25/2022

JESSICA ROLLINS, Notary Public
State of New Hampshire
My Commission Expires October 25, 2022

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/4/2019
Date

Lisa M. English
Name: Lisa M. English
Title: Special Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with federal funds as follows: 100% Federal Funds from DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, NH Partnership for Success Initiative – PFS2, CFDA #93.243, Federal Award Identification Number SP020796.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   4.1. 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 item, as specified in Exhibit B-1, Amendment #1.
   4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to jill.burke@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Bureau of Drug and Alcohol Services
   129 Pleasant Street
   Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B, Amendment #1.

9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services

Contractor name SAU #61 Farmington School District

Budget Request for: Student Assistance Program (RFA-2018-BDAS-STUDE-01)

Budget Period: July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 46,365.31	$ -	$ 46,365.31	$ 6,388.43	$ -	$ 6,388.43	$ 39,976.88	$ -	$ 39,976.88
2. Employee Benefits	$ 15,574.22	$ -	$ 15,574.22	$ -	$ -	$ -	$ 15,574.22	$ -	$ 15,574.22
3. Consultants	$ 750.00	$ -	$ 750.00	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00	$ -	$ 4,000.00
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00	$ -	$ 2,500.00
7. Occupancy	$ 12,000.00	$ -	$ 12,000.00	$ 12,000.00	$ -	$ 12,000.00	$ -	$ -	$ -
8. Current Expenses	$ 6,250.00	$ -	$ 6,250.00	$ 5,800.00		$ 5,800.00	$ 450.00	$ -	$ 450.00
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00	$ -	$ 1,200.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00	$ -	$ 1,500.00
11. Staff Education and Training	$ 2,300.00	$ -	$ 2,300.00	$ 1,100.00	$ -	$ 1,100.00	$ 1,200.00	$ -	$ 1,200.00
12. Subcontracts/Agreements	$ 33,598.90	-	$ 33,598.90	$ -	$ -	$ -	$ 33,598.90	$ -	$ 33,598.90
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 126,038.43**	**$ -**	**$ 126,038.43**	**$ 26,038.43**	**$ -**	**$ 26,038.43**	**$ 100,000.00**	**$ -**	**$ 100,000.00**

Indirect As A Percent of Direct 0.0%

Contractor Initials PP
Date 5/24/19

New Hampshire Department of Health and Human Services

Contractor name SAU #61 Farmington School District

Budget Request for: Student Assistance Program (RFA-2018-BDAS-STUDE-01)

Budget Period: July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 46,365.31	$ -	$ 46,365.31	$ 6,388.43	$ -	$ 6,388.43	$ 39,976.88	$ -	$ 39,976.88
2. Employee Benefits	$ 15,574.22	$ -	$ 15,574.22	$ -	$ -	$ -	$ 15,574.22	$ -	$ 15,574.22
3. Consultants	$ 750.00	$ -	$ 750.00	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00	$ -	$ 4,000.00
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00	$ -	$ 2,500.00
7. Occupancy	$ 12,000.00	$ -	$ 12,000.00	$ 12,000.00	$ -	$ 12,000.00	$ -	$ -	$ -
8. Current Expenses	$ 6,250.00	$ -	$ 6,250.00	$ 5,800.00		$ 5,800.00	$ 450.00	$ -	$ 450.00
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00	$ -	$ 1,200.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00	$ -	$ 1,500.00
11. Staff Education and Training	$ 2,300.00	$ -	$ 2,300.00	$ 1,100.00	$ -	$ 1,100.00	$ 1,200.00	$ -	$ 1,200.00
12. Subcontracts/Agreements	$ 33,598.90	-	$ 33,598.90	$ -	$ -	$ -	$ 33,598.90	$ -	$ 33,598.90
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 126,038.43**	**$ -**	**$ 126,038.43**	**$ 26,038.43**	**$ -**	**$ 26,038.43**	**$ 100,000.00**	**$ -**	**$ 100,000.00**

Indirect As A Percent of Direct 0.0%

Contractor Initials DD
Date 5/14/19

School Administrative Unit #61

35 School Street
Farmington, NH 03835
Tel. 603-755-2627 Fax 603-755-9334

Ruth Ellen Vaughn	*Janna Mellon*	*Melissa Lefebvre*	*Diana DeNitto*
Superintendent of Schools	*Business Administrator*	*Dir. of Curriculum & Instruction*	*Dir. of Student Services*

CERTIFICATE OF VOTE

May 13, 2019

On this date the Farmington School Board voted to permit Diana De Nitto, Director of Student Services for SAU 61, to sign the State of New Hampshire Department of Health and Human Services Amendment #1 to the Student Assistance Program. Ms. De Nitto's signature will be affixed to the document on May 14, 2019 and so notarized.

Joel Chagnon, Chairman

May 13, 2019

Primex
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Farmington School District 35 School St. Farmington, NH 03835		NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X **General Liability (Occurrence Form)** **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence	7/1/2018	7/1/2019	Each Occurrence	$ 5,000,000
			General Aggregate	$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
X **Automobile Liability** Deductible Comp and Coll: $1,000 ☐ Any auto	7/1/2018	7/1/2019	Combined Single Limit (Each Accident)	$5,000,000
			Aggregate	$5,000,000
X **Workers' Compensation & Employers' Liability**	7/1/2018	7/1/2019	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
X **Property (Special Risk includes Fire and Theft)**	7/1/2018	7/1/2019	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐	**Additional Covered Party** ☐	**Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301			**By:** *Mary Beth Purcell* **Date:** 5/15/2019 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Farmington School Board Members 2019

Joel Chagnon, Chairperson

Penny Morin, Vice Chair

Angie Cardinal, Secretary

Stan Freeda

Linda McElhinney

Diana B. De Nitto

Work Experience

Farmington School District SAU #61, Farmington, NH
June 2013 to present
Director of Student Services

In collaboration with principals, coordinator, school board, and school staff, responsible for planning and administration of the special education services in SAU #61. Maintains a system of special education services, capably staffed to provide quality educational and supportive offerings. Responsible for the recruitment and supervision of special education staff, related services personnel, and programs. Determines professional development needs and arranges those offerings. Organizes community presentations regarding issues such as the drug crisis, ADHD, and anxiety. Develops and implements procedures to achieve these objectives within the financial allotments of local, state and federal sources. Prepares IDEA grant and special education budget. Represents SAU 61 at court proceedings and beginning in 2016 assumed role of truancy officer including the filing of CHINS petitions.

Farmington High School SAU #61, Farmington, NH
November 2013 to June 2014
Special Education Coordinator

Coordinated and supervised the special education programs within the school, attended referral, evaluation and IEP meetings as the LEA representative or reassigned LEA role to other qualified staff. Oversaw IEP development, authorized final IEPs, and monitored student. Ensured that all procedures and related timelines were met regarding IEP development, evaluations, and determination of eligibility. Assisted school administration with placement of special education students in regular education. Organized, designed, and delivered in-service training for regular education teachers, special education teachers and support staff regarding special education services, IEP implementation, and other related issues. Attended court proceedings as district representative for special education students. Participated as a member of the Pupil Assistance Team. Coordinated recruitment, screening, hiring, training, and assignment of special education personnel. Supervised and evaluated special education staff in collaboration with the building principal. Provided case management for a portion of the out of district students. Ensured compliance as it related to the Medicaid to Schools Program.

Henry Wilson Memorial School SAU #61, Farmington, NH
August 2010-November 2013
Special Education Teacher / Case Manager

Taught grades four through six in a resource room setting and managed a case load of up to 25 students. Disabilities of the population range from OHI for anxiety and ADHD to students who are severely impacted by Autism. Modify regular classroom assignments to allow for greater independence for students with special needs. Collaborate with area community organizations to fulfill family needs. Collaborate with educational consultants to meet the needs of students on the Autism spectrum. Coordinate efforts to continue to develop a life skills program.

Prospect Mountain High School SAU #301, Alton, NH
August 2007-June 2010
English teacher grades 9, 10, 11 and summer school

Instructed classes of juniors at the general, college preparatory, honors levels and sophomores and freshmen at the general level. In order to update our courses' literature, previewed novels, filled out purchase orders and created activities and curriculum to support the new works. Incorporated technology into my classes using PowerPoint and Windows MovieMaker. Co-wrote and secured a Title II D Technology Integration Grant from the state of New Hampshire. The grant award aided the school in purchasing 25 new Acer notebooks. Summer School Coordinator: recruited students, developed budget, hired summer school staff, interfaced with parents, school administration and support services, taught English. Extra assignments: freshmen class co-advisor, co-editor of the school's NEASC narrative report, co-writer of the school-wide writing rubric.

Kennett High School SAU #9 Conway, NH
September 2006-June 2007
English teacher grade 9

Instructed heterogeneously grouped ninth grade English students. In addition, had one honors group of ninth graders. All of these classes were prepared in collaboration with other ninth grade English teachers in a professional learning community (PLC). We collectively planned and individually taught the following units: personal narrative, *To Kill a Mockingbird*, literature based essay, and a multi-genre unit.

Lake Placid Middle / High School Lake Placid, NY
September 2004-June 2005
English teacher grade 11 & AP Literature and Composition

Prepared juniors to take and pass the New York State English Regents. Composed primarily of American literature, juniors were taught to read various genres of literature with an eye toward extracting common themes. For a research assignment, English 11 students conducted primary research to compose a biography about a relative. AP students read American and world literature in preparation for the AP Literature exam in May. With the aim of discovering a work's meaning students were required to read and write critically. Attended two AP workshops at Vermont's St. Johnsbury Academy, one in the summer of 2004 for the literature program and the other in the summer of 2005 for the language program. Wrote the curriculum for the AP Language class in preparation for the class's introduction to the 2004-2005 schedule.

Plattsburgh High School Plattsburgh, NY
September 2000-June 2004
English teacher grades 9, 10 & alternative education

In addition to the curriculum outlined below for Chazy Central, in Plattsburgh also instructed at-risk students (alternative education). The alternative education students were juniors, in a self-contained setting, preparing to take the New York State Regents exam in English.

Chazy Central School Chazy, NY
September 1993-June 2000
English teacher grades 10 & 12

Taught heterogeneous groups of students taking New York State Regents level courses. Students were instructed how to analyze and discuss a work of literature in relation to literature terms. Analytical literature based essays, research papers, and creative genres of writing were stressed. Basic grammar, spelling and vocabulary were also incorporated into the class. Students were instructed on how to work effectively as individuals and in group settings.

Mountain Lake Public Broadcasting Plattsburgh, NY
September 1989-February 1993
Programming Assistant

Was responsible for the acquisition and booking of programs for on-air presentation. Shot and edited small segments of promotional videos for on-air use, and ran a studio camera for in-house, local productions. Worked as a reporter for short news clips, directed an in-studio dramatic piece, recorded voice-overs for local productions, and worked as on-camera talent for fund-raising drives.

Education

University of New Hampshire at Durham

Special Education Administration Certificate Program
August 2013
Special Education Certification Program
August 2011

State University of New York at Plattsburgh

Master of Science in Teaching
August 1993

Syracuse University Syracuse, NY

S.I. Newhouse School of Public Communications
Bachelor of Science Television Production
May 1989

Sarah Holman Gould

EDUCATION

University of New Hampshire, Durham, NH
M.Ed Counseling, May, 2012
Honors: GPA 3.9

Bridgewater State College, Bridgewater, MA
B.S. Psychology, May, 2003
Minor: Management
Honors: Dean's List, GPA 3.1

CERTIFICATIONS

K-12 Guidance Counselor certification

RELATED EXPERIENCE

Jennie D. Blake School, Hill, NH, 2014-present
School Counselor

- Counsel students in a variety of settings
- Lead the 504 process for all applicable students from referral to implementation and ensuring compliance
- Serve as a member of the IEP team for all students referred for Special Education Services
- Act as a consultant to classroom teachers
- Develop and direct counseling groups on various topics
- Communicate regularly with parents and staff regarding needs of students on caseload
- Design and implement classroom Guidance curriculum for all classrooms weekly
- Collaborated with local Community Mental Health Agency to establish a school based therapy program
- Coordinated and executed Career Day for all classrooms

Strafford School, Strafford, NH, March - June, 2016
Interim School Counselor

- Integrated seamlessly into the school in the middle of the year
- Counseled students in a variety of settings; including Special Education students with behavioral goals
- Quickly built relationships with Special Education grade level teams and related service providers in order to provide responsive and preventative services to all students
- Designed and implemented a comprehensive bullying curriculum in fifth and sixth grade classrooms as a result of an informal social needs assessment
- Communicated regularly with families

Nottingham School, Nottingham, NH, 2011-2012
Counseling Intern

- Independently designed and implemented classroom guidance curriculum for Kindergarten classrooms
- Facilitated Child Study Team meetings for individual students referred by classroom teachers
- Collaborated with fourth grade teaching team and supervisor to create a grade-wide behavior plan utilizing the Response to Intervention Model
- Developed and directed counseling groups on various topics including attention and anxiety
- Counseled individuals and groups of students addressing goals specified on their Individual Education Plans

Belknap-Merrimack Head Start, 2010-2014
Family and Community Services Manager (promoted)

- Supervised a team of five Home Visitors: Conducted monthly individual supervisions, facilitated monthly staff meetings, conducted annual evaluations of staff members and developed and tracked professional development goals for all staff
- Built and maintained relationships with local agencies in order to provide seamless service to children and families
- Implemented agency recruitment plan to ensure full enrollment and adequate waitlists at each site

- Coordinated and conducted quarterly staffing with local Early Intervention program
- Conducted Child Abuse and Neglect Training for all new staff
- Regularly monitored Family Service, Education and Disabilities data in ChildPlus for Home Based Program to ensure compliance with program regulations and Head Start Performance Standards
- Coached staff in order to build their capacity to elicit meaningful change in the families served

Home Visitor

- Supported low income families as they moved toward fulfillment of their parenting goals through weekly home visits
- Worked cooperatively with the local school district to guide families through the IEP process
- Educated families on the Positive Behavior Intervention Systems behavior program, so they are able to support their child's behavior at home
- Facilitated weekly Socializations with parents and children
- Familiarized families with available community and agency resources
- Served on the Self Assessment Team in the areas of Education and Disabilities

Strafford County Head Start, 2007-2010

Infant Teacher

- Worked collaboratively with co-teacher to contribute to the overall growth of infants
- Communicated with families on a regular basis informally at pick up and formally through established written procedures
- Screened children in all areas of development according to Head Start policy
- Provided multiple sensory activities for children daily

School Age Teacher

- Developed and implemented developmentally appropriate activities for children ranging from 5-12 years
- Created an atmosphere that balanced individual choice with structure
- Ensured that children's social and emotional needs were met
- Communicated with parents on a regular basis including informally at pick up and through a monthly newsletter

Ashley Sheedy

EDUCATION

Lesley University, Cambridge, MA

Master of Arts in Clinical Mental Health Counseling; specialization of Art Therapy **2018**

Bachelor of Science in Art Therapy **2016**

EXPERIENCE

Live Free Recovery Consultants, Newton, NH (Counselor) **2017 - Present**

Provide therapeutic support on-site for adolescents through expressive arts groups and individual sessions, as well as classroom interventions. Activities focus on substance abuse prevention, coping strategies, interpersonal skills, and developing personal and educational goals.

Dover High School Alternative Program, Dover, NH (Graduate Intern) **2016 - 2017**

Provided therapeutic support on-site through expressive arts groups and individual sessions. Assisted students and staff in meeting IEP requirements and goals.

Bay Cove: Supported Employment, Charlestown, MA (Graduate Intern) **2015 - 2016**

Provided therapeutic support on-site through expressive arts groups and individual sessions. Activities focused on enhancing daily living skills, such as: health, safety, community integration, problem-solving, self-regulation, and socialization. Clients experienced a range of developmental and psychiatric disorders.

Community Art Center, Cambridge, MA (Undergraduate Intern) **2015**

Served as a Teacher's Assistant for staff in a variety of art modalities: visual art, dance, theater, and technology. Supervised during meals, open studio, aftercare, and field trips. Participated in staff meetings regarding overall educational themes, personal goals, and family/child/community supportive services.

MuckyKids Art Studio, Cambridge, MA (Undergraduate Intern) **2014**

Assisted children and caregivers during structured classes and open studio. Maintained a clean and safe studio space, prepared various art materials, participated in group planning of art projects and activities.

The Works: Health & Fitness Center, Somersworth, NH (Art Director) **2012 - 2014**

Responsible for classes of up to 35 children at once, age range 3 to 15. Organized art projects, sports, games, and activities focused on a weekly theme. Lifeguard for lessons and field trips.

SKILLS

Certified in CPR, AED, First Aid **2009 - Present**

Conversant in American Sign Language

LINDA D. SHEFF

PROFESSIONAL EXPERIENCE

Professional School Counselor, Farmington High School, 40 Thayer Drive, Farmington, Wakefield School District, NH, 2013 - Present

- Promote academic, personal, and social success and well-being of all students
- Provide individual, group, and crisis counseling
- Provide classroom and school-wide activities
- Coordinate Section 504 Plans for students
- Coordinate state and standardized testing (PSAT, SAT, and AP Exams)
- Served on various school committees and teams
- Develop the program of studies and the school schedule
- Advise and register students for their high school classes
- Collaborate with outside agencies, such as the police department and DCYF, etc.
- Coordinate the college fair, college visits, and the work-study program
- Promote career exploration and development

Coordinator / Counselor / Diagnostic Prescriptive Teacher (DPT) for the Sequential Transition Education Program (STEP 1 Program), Governor Wentworth Regional School District, Ossipee Central School, 68 Main Street, Center Ossipee, NH, 2011-2013.

- Coordinated the STEP Program for students who are identified as severely emotionally disturbed
- Program liaison–between administrators, teachers, and program paraprofessionals
- Developed individual education plans and comply with special education laws
- Facilitated special education meetings
- Consulted with teachers about student's social / emotional needs and to develop appropriate goals, curriculum modifications, and strategies
- Maintained consistent contact with parents
- Administered annual achievement assessments
- Interpreted psycho-educational evaluations for parents and teachers
- Provided individual and group counseling to students
- Provided mediations and crisis interventions to students
- Conducted functional behavioral assessments (FBAs) and behavior intervention plans (BIPs)
- Served as the program representative for behavioral consultation throughout the district

School Guidance Counselor, Wakefield School District, Paul School, 60 Taylor Way, Sanbornville, NH, 2001 - 2011.

- Promoted academic, personal, and social success and well-being of all students
- Provided individual, group, and crisis counseling
- Taught developmental classroom guidance lessons

- Coordinated Section 504 Plan for students
- Coordinated state and standardized testing (NECAP, NWEA, and NAEP)
- Served on various school committees and teams, i.e. PBIS Committee, Special Education Committee, Leadership Team, Crisis Committee, etc.
- Designed the school's annual Integrated Arts schedule
- Co-designed and developed the Student Support Center
- Collaborated with outside agencies, such as the police department and DCYF, etc.
- Registered/assigned new student placement / high school registration
- Developed, implemented, and coordinated the new teacher mentoring program
- Participated in writing and developing a school improvement plan, as well as a school-wide behavior system
- Coordinated Career Week, Career Day, Job Shadowing Day, and Step-Up Day

Masters - Marriage & Family Therapist, The Family Center, Athens, TN, 1999 -2001.

- Developed and implemented contracts with area schools to provide counseling for special education students with behavioral problems (Pre-K through 12th grade)
- Provided individual, couple, family, and group therapy – School-based as well as private practice
- Co-facilitated a therapeutic support group for victims of domestic violence

School-Based Youth Services Officer, McMinn Co. Department of Juvenile Services, Athens, TN, 1993 - 1999.

- Provided school-based counseling for "At-Risk" students who were referred by principals and teachers, as well as those in the alternative education program
- Provided alcohol and drug counseling as well as drug testing
- Supervised school probation caseload
- Collaborated / consulted with school administrators and teachers
- Provided and taught law related education classes, parenting classes, anger management groups, positive choice groups, ropes courses, etc.
- Attended multidisciplinary and IEP meetings
- Provided on-call services to assist families and police with crisis interventions

EDUCATION

- **M.S. School Counseling**, Southern Adventist University, Collegedale, TN, 2001, GPA 4.0, Distinguished Dean's List all semesters.
- **M.S. Marriage & Family Therapy**, Southern Adventist University, Collegedale, TN, 1999, GPA 4.0, Distinguished Dean's List all semesters, Outstanding Student Award.
- **B.A. Psychology**, Tennessee Wesleyan College, Athens, TN, 1993, GPA 3.79, Magna Cum Laude, Dean's List all semesters.
- **A.A. Liberal Arts**, Young Harris College, Young Harris, GA, 1991, Graduated Phi Thetta Kappa, Dean's List all quarters, Outstanding Sophomore Award.

RECENT PROFESSIONAL DEVELOPMENT

- CPI – Non-violent Crisis Intervention Training
- Wired Differently: 5 Keys to Working With Students with Emotional and Behavioral Challenges
- Ross Greene – Collaborative Problem Solving Approach
- Functional Behavioral Assessments for Anxious and Depressed Students
- Case Management Academy
- Data Based Decisions
- The Keys to Compliance: Implementing Section 504 as Amended by the ADAAA08
- ADD / ADHD Workshop: "Smart but Scattered: Executive Dysfunction at Home and at School"
- Teacher Leadership Institute – Connecting policy to practice for improving student achievement
- Organizational Leadership in Schools
- LSCI (Life Space Crisis Interventions)
- Positive Behavioral Interventions and Supports (PBIS)
- CPR

RESEARCH

- Sheff, L. & Wilson, D., (2009, November). Attendance Matters: An Action Research Project.
- Lord, M. & Sheff, L., (2009, July). School Improvement: Implementing Response to Intervention (RTI) at the Middle School Level.

PROFESSIONAL AFFILIATES

- American School Counselors Association - Membership 2001 - present.
- New Hampshire School Counselors Association - Membership 2001 - present.

COMMUNITY SERVICE

- Huggins Hospital - Street Fair Volunteer 2002 - present.
- Red Cross Blood Drive - Donor and volunteer 2002 - present.
- Secret Santa Program – Participated / volunteered – 2001 – present.

Key Personnel 2019

Diana De Nitto, Director of Student Services

Sarah Gould, Guidance Counselor grades 7-8, Henry Wilson Memorial School

Ashley Sheedy, Student Assistance Program Counselor

Linda Sheff, Guidance Counselor grades 9-12, Farmington High School

16 mac

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov/dcbcs/bdas/

August 4, 2017

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 Behavior Health, Bureau of Drug and Alcohol Services, to enter into agreements with the vendors listed below for the provision of drug and alcohol misuse prevention through Student Assistance Programs at the middle and high school levels, in an amount not to exceed $1,057,509, upon date of Governor and Council approval, through June 30, 2019. 100% Federal Funds.

Vendor	Vendor Code	Location	Amount
Farmington, SAU #61	160001	Farmington	$200,000
Franklin, SAU #18	159863	Franklin	$200,000
Laconia, SAU #30	177420	Laconia	$199,990
Monadnock Family Services	177510	Keene	$68,940
Raymond, SAU #33	159945	Raymond	$199,955
Second Start	177224	Concord	$188,624
	TOTAL:		**$1,057,509**

Funds are available in the following account for State Fiscal Year 2018 and State Fiscal Year 2019, with authority to adjust amounts within the price limitation and encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, PFS2 GRANT.

Farmington School District, SAU#61, Vendor Code: 160001-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$100,000
2019	102-500731	Contracts for Prog Svc	92052407	$100,000
			Subtotal	$200,000

Franklin School District, SAU #18, Vendor Code: 159994-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$100,000
2019	102-500731	Contracts for Prog Svc	92052407	$100,000
			Subtotal	$200,000

Laconia School District, SAU #30, Vendor Code: 177420-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$ 99,995
2019	102-500731	Contracts for Prog Svc	92052407	$ 99,995
			Subtotal	$199,990

Monadnock Family Services, Vendor Code: 177510-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$36,762
2019	102-500731	Contracts for Prog Svc	92052407	$32,178
			Subtotal	$68,940

Raymond School District, SAU #33, Vendor Code: 159945-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$ 99,965
2019	102-500731	Contracts for Prog Svc	92052407	$ 99,990
			Subtotal	$199,955

Second Start, Vendor Code: 177224-B002

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Prog Svc	92052407	$ 94,312
2019	102-500731	Contracts for Prog Svc	92052407	$ 94,312
			Subtotal	$ 188,624
			FY18 TOTAL	**$ 531,034**

			FY19 TOTAL	$ 526,475
			GRAND TOTAL:	$1,057,509

EXPLANATION

The purpose of this request is to enter into contracts with six (6) vendors for the provision of direct prevention services to students between the seventh (7th) and twelfth (12th) grades.

Although the State has seen some improvements, there continue to be communities of high need where prevalence of substance use is higher than the state average which has increased over time. In these communities, progress has been slower and more challenged by local conditions including limited resources; fewer opportunities for youth; and less success in addressing substance misuse among youth.

The purpose of the Student Assistance Program (SAP) is to increase the State's existing prevention system's resources and capacities to reduce substance abuse and misuse in communities with 'high need, high risk' populations. Specifically, SAP services address:

1) underage drinking among persons aged 12 to 20; and

2) prescription drug misuse and abuse and illicit opioid misuse and abuse among persons aged 12 to 25, in 'high need, high risk' populations in New Hampshire.

'High need, high risk' populations are local communities such as, cities/towns/schools/college campuses that show their population's prevalence rates for alcohol and/or other drugs misuse are higher than the New Hampshire's state average prevalence rates by using the prevalence rate data from the 2013 or 2015 Youth Risk Behavior Survey[i] or the 2014 National Survey on Drug Use and Health reports or similar data.

These vendors were selected through a competitive bid process. A Request for Applications was posted on the Department's website from November 18, 2016 through January 24, 2017. The Department received eighteen (18) applications, which were reviewed and scored by a team of individuals with specific knowledge and experience of the population served and their needs. The six applications with the highest scores were selected. Score Summary is attached.

The Contractors will conduct alcohol and other drug screenings, individual support sessions, group support sessions and referrals to drug and alcohol treatment providers when indicated by the screening. The Contractors will provide students and parents with targeted drug and alcohol education to improve understanding of risks associated with prescription drug use and underage alcohol use as well as the developmental milestones of adolescences. The Contractors will also incorporate community-level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

Vendors are required to contribute a twenty-five percent (25%) funding match unless the area served exceeds the state average for free or reduced lunches. The match requirement is intended to ensure school administration buy-in and sustainability of the program once the grant funding ends.

These agreements include language in Exhibit C-1 that reserves the Department's right to exercise renewal options for up to two (2) additional years contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures/objectives will be used to measure the effectiveness of the contracts:

- Vendors must maintain a 90% response rate of pre- and post-assessments that will be conducted prior to and after receiving Student Assistance Program services.
- Vendors will ensure a minimum of 50% of responders to the post-assessments described above will have an unfavorable attitude toward drugs and alcohol.
- Vendors will ensure a minimum of 75% of responders to the post-assessments will agree that participation in SAP activities had a positive impact on how to effectively deal with peer pressure.

Should Governor and Executive Council not authorize this Request, an undetermined number of students who have drug and alcohol abuse issues may not receive support and education during critical transitional school years. Lack of these support services may result in an increase prevalence rate of underage drinking and drug use, as well as the misuse and abuse of prescription medication.

Area served: Farmington High School, Franklin High School, Laconia High School, Keene Middle School, Raymond High School, Hillsboro-Deering Middle School, Concord High School, and Rundlett Middle School located in Concord, NH

Source of Funds: 100% Federal Funds from Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, CFDA #93.243 FAIN #SP020796

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

[i] www.dhhs.nh.gov/dphs/hsdm/yrbs.htm

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Student Assistance Program
RFA Name

RFA-2018-BDAS-02-STUDE
RFA Number

Reviewer Names

1. Paul Kiernan
2. Ann Crawford
3. Jill Burke
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Conway SD SAU#9		150	106
2. Dover SD SAU#11		150	123
3. Farmington SD SAU#61		150	128
4. Franklin SD SAU#18		150	128
5. Groveton HS SAU#58		150	110
6. Kearsarge Regional SD SAU#65		150	127
7. Laconia SD SAU#30		150	135
8. Manchester SD SAU#37		150	103
9. Monadnock Family Services, Keene SD		150	139
10. North Country Health Cnsrt, Berlin MS, Haverhill CMS		150	117
11. Pelham SD		150	87
12. Pinkerton Academy		150	100
13. Portsmouth SD		150	103
14. Ramond SD SAU#33		150	128
15. Second Start, Concord HS		150	135
16. White Mountains Regional SD SAU#36		150	113
17. White Mountains SD SAU#35		150	99
18. Winnisquam Regional SD SAU#59		150	115

FORM NUMBER P-37 (version 5/8/15)

Subject: Student Assistance Program (RFA-2018-BDAS-02-STUDE-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 NH Department of Health and Human Services	1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857
1.3 Contractor Name School Administrative Unit #61 Farmington School District	1.4 Contractor Address 60 Charles Street Farmington NH 03835
1.5 Contractor Phone Number 603-755-2627 / 1.6 Account Number 05-95-49-491510-~~2407~~ 3395-102-500731	1.7 Completion Date June 30, 2019 / 1.8 Price Limitation $200,000.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director	1.10 State Agency Telephone Number 603-271-9246
1.11 Contractor Signature Ruth Ellen Vaughn	1.12 Name and Title of Contractor Signatory Ruth Ellen Vaughn, Superintendent SAU61

1.13 Acknowledgement: State of NH, County of STRAFFORD

On 8/1/17, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Darlene A. Lemire

DARLENE A. LEMIRE MY COMMISSION EXPIRES DEC. 3, 2019 NOTARY PUBLIC NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature Katja S Fox Date: 8/3/17	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: [signature], Attorney On: 8/8/17

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

FORM NUMBER P-37 (version 5/8/15)

Subject: Student Assistance Program (RFA-2018-BDAS-02-STUDE-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.

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[Seal] Darlene A. Lemire

DARLENE A. LEMIRE MY COMMISSION EXPIRES DEC. 3, 2019 NOTARY PUBLIC NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature Katja S Fox Date: 8/3/17	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Attorney On: 7/28/17

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 as indicated in block 1.18, 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 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials _____
Date 8/1/17

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials RC
Date 8/1/17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials RBV
Date 9/11/17

Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall increase the State's existing prevention system including, but not limited to, its resources and capacities to reduce substance abuse and misuse in communities with high need and/or high risk populations of:

1.3.1. Underage drinking among persons aged twelve (12) to twenty (20), and high risk for persons aged twenty-one (21) to twenty-five (25);

1.3.2. Prescription drug misuse and abuse, and illicit opioid misuse and abuse among persons aged twelve (12) to twenty-five (25).

1.4. The Contractor shall hire one full-time student assistance program (SAP) counselor who shall:

1.4.1. Work 37.5 hours per week throughout the school year.

1.4.2. Maintain office hours during the summer months on a flexible schedule, as approved by the Department.

1.4.3. Become a Certified Prevention Specialist no later than twelve (12) months from the contract effective date.

1.4.4. Attend community forums, which include, but not limited to, Farmington Responds – A Circle of Hope Initiative.

2. Scope of Work

2.1. The Contractor shall screen individuals referred to the program, using the guidance provided by the Department and an evidenced based screening tool as recommended by NAMI-NH that includes an assessment of the individual, family, substance use issues, and whether a referral to treatment is appropriate. The Contractor shall:

2.1.1. Submit the evidenced based screening tool to be used to the Department for approval within thirty (30) days of the contract effective date.

2.1.2. Refer individuals to community treatment providers, as appropriate.

2.2. The Contractor shall conduct individual and group sessions, as appropriate, which include but are not limited to:

2.2.1. Conducting individual support sessions, as needed, with the purpose of crisis intervention or to motivate students in participating in groups modeled after Project Success.

2.2.2. Conducting individual sessions as needed to assist students with:

2.2.2.1. Identifying and resisting social and situational pressures to use substances.

2.2.2.2. Correcting misperceptions about the prevalence and acceptability of substance use.

2.2.2.3. Focusing on the personal consequences of substance misuse and abuse.

2.2.2.4. Practicing resistance and coping skills.

2.2.2.5. Identifying barriers to using the newly developed skills or adopting healthy attitudes.

2.2.3. Conduct the Newcomers Group, the Children of Substance Misusing Parents Group and a Seniors Group beginning in year one and expanding new groups in additional years as funding will allow that are modeled after Project Success, which may include, but are not limited to:

2.2.3.1. Alcohol and other Drug Assessment Education Group

2.2.3.2. Sibling Group

2.2.3.3. Non-Users Group

2.2.3.4. Parents, Peers, and Partying Group

2.2.3.5. Users Group

2.2.3.6. Users/Children of Substance Misusing Parents Group

2.2.3.7. Recovery Group.

2.3. The Contractor shall administer pre- and post-assessments that measure student attitudes toward drugs and alcohol to determine and monitor the effectiveness of the Student Assistance Program and measure the impact of student groups which include, but are not limited to:

2.3.1. Children of Substance Misusing Parents/Caregivers Group;

2.3.2. Senior Group.

2.4. The Contractor shall administer annual surveys, and provide results of the

surveys, during the period of March through May, which include but are not limited to:

2.4.1. The Youth Risk Behavior Survey of all students in grades nine (9) through twelve (12).

2.4.2. The Department provided survey for grades seven (7) through eight (8).

2.5. The Contractor shall provide education sessions and/or materials, as approved by the Department, to individuals and or groups, that may include, but are not limited to:

2.5.1. Parent/caregiver education regarding prescription drug misuse, underage drinking and binge drinking, within the school and community.

2.5.2. Alcohol and other drug prevention education in middle school or high school, using evidence based curriculum, such as Project Alert, during seventh and ninth grade transitional years that includes, but is not limited to:

2.5.2.1. Adolescent alcohol, tobacco and other drug information.

2.5.2.2. Family Dynamics and pressures.

2.5.2.3. Skills for coping with stress and life pressure.

2.6. The Contractor shall conduct a minimum of three (3) school/community centered environmental strategies that broadly reach populations within the school and community and focus on alcohol and other drug prevention messaging, including but not limited to:

2.6.1. Initiating health and wellness activities within the school buildings.

2.6.2. Participating in Red Ribbon Week activities.

2.6.3. Brainstorming ideas with student volunteers, which may result in improvements for the school and the community.

2.7. The Contractor shall increase school and community awareness of the Student Assistance Program services through media and marketing including but not limited to print media and social media, which may include, but is not limited to Facebook and Instagram in partnership with Department identified organizations, including but not limited to the Partnership for a Drug Free NH.

2.8. The Contractor shall announce the intentions of the Student Assistance Program in collaboration with community partners in their area which include, but are not limited to:

2.8.1. Farmington Responds-Circle of Hope Initiative.

2.8.2. Faith based organizations.

2.8.3. Police Department.

2.8.4. Sheriff's Department.

2.8.5. Emergency responders.

2.9. The Contractor shall evaluate existing school policies on alcohol and other drugs within the first year of the contract and recommend improvements to the existing policies based on best practice and according to recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment

2.10. The Contractor shall implement improvements to the alcohol and other drug school policies in Section 2.6 in year two (2) of the contract.

2.11. The Contractor shall participate in the Student Assistance Learning Collaborative and other mandatory trainings as identified by the Department.

2.12. The Contractor shall allow a team authorized by the Department to meet with staff on a quarterly basis or as needed to conduct a site visit. The Contractor shall:

2.12.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

2.12.2. Ensure the Department is provided with scheduled and unscheduled access to Contractor staff and information that includes but is not limited to:

2.12.2.1. Data

2.12.2.2. Financial records

2.12.2.3. Work sites/locations/work spaces and associated facilities.

2.13. The Contractor shall collaborate with the Regional Public Health Network to create a sustainability plan for continuation of the Student Assistance Program beyond the contract end date, which shall be submitted to the Department for approval no later than ninety (90) days prior to the contract end date.

2.14. The Contractor shall work with the NH Center for Excellence, as needed, to ensure evidence based interventions or core elements of evidence based interventions (as approved by the Center for Excellence) are being implemented with fidelity.

3. Reporting

3.1. The Contractor shall input data on a monthly or quarterly basis in an online database, as required by the Department, which shall include, but not be limited to:

3.1.1. Number of students who participated in SAP activities

3.1.2. Demographic of students who participated in SAP activities.

3.1.3. Number of environmental strategies implemented as a result of SAP services

3.1.4. Amount of funds received from other sources for SAP activities and/or programming.

3.2. The Contractor shall provide additional reports or data as required by the Department.

4. Deliverables

4.1. The Contractor shall provide services to a minimum of five hundred (500) students per year.

4.2. The Contractor shall submit the evidenced based screening tool described in Section 2.1.1 to the Department no later than thirty (30) days from the contract effective date.

4.3. The Contractor shall provide the sustainability plan described in Section 2.13 to the Department for review and approval no later than ninety (90) days prior to the contract completion date.

5. Performance Measures

5.1. The Contractor shall maintain a 90% response rate of pre- and post-assessments described in Section 2.3.

5.2. A minimum of 50% of responders to the post-assessments described in Section 2.3 will have an unfavorable attitude toward drugs and alcohol.

5.3. A minimum of 75% of responders to the post-assessments described in Section 2.3 will agree that participation in SAP activities had a positive impact on how to effectively deal with peer pressure.

Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with 100% federal funds available through the Catalogue for Domestic Assistance (CFDA) # 93.243, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Partnership for Success Grant.
2. State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for services provided pursuant to Exhibit A, Scope of Services, shall be at an all-inclusive rate of $48.00 per hour for a maximum value of $100,000 per state fiscal year.
4. Payment for said services shall be made monthly as follows:
   - 4.1. The Contractor shall submit an invoice for payment no later than the twentieth (20th) working day of each month for the number of hours worked in the previous month.
   - 4.2. Invoices shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services as well as documentation of matching funds as described in Section 7, below.
   - 4.3. Invoices shall be sent to:

     Department of Health and Human Services
     Attn: Financial Manager
     Bureau of Drug and Alcohol Services
     129 Pleasant Street
     Concord, NH 03301
5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
6. The final invoice shall be submitted to the Department no later than forty (40) days after the contract completion date identified in Form P-37, General Provisions, Block 1.7 Completion Date.
7. The Contractor shall provide documentation of matching funds in the amount of twenty-five percent (25%) of the total price limitation indicated in Form P-37, General Provisions, Block 1.8, Price Limitation. Matching funds may include:
   - 7.1. A cash match is non-federal cash from the Contractor's own funds or cash donations from non-federal third parties.
   - 7.2. An In-kind non-federal match is a non-monetary contribution of personnel, goods, or services purchased or received from non-federal sources,
8. Schools above the state average of students receiving free or reduced lunch may include up to 10% of the total 25% cash match as in-kind contributions.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

Contractor Initials RV
Date 8/1/13

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall

provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR 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

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.

Contractor Name:

8/1/17
Date

Ruth Ellen Vaughn
Name: Ruth Ellen Vaughn
Title: Superintendent SAU 61

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 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.

Contractor Name:

8/1/17
Date

Ruth Ellen Vaughn
Name: Ruth Ellen Vaughn
Title: Superintendent SAU 61

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

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:

8/1/17
Date

Ruth Ellen Vaughn
Name: Ruth Ellen Vaughn
Title: Superintendent SAU 61

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.

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:

8/1/17
Date

Name: Ruth Ellen Vaughn
Title: Superintendent SAU 61

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:

8/1/17
Date

Name: Ruth Ellen Vaughn
Title: Superintendent SAU 61

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

Contractor Initials

Date 8/1/17

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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 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.

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	SAU 61
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Ruth Ellen Vaughn
Name of Authorized Representative	Name of Authorized Representative
Director	Superintendent
Title of Authorized Representative	Title of Authorized Representative
8/3/17	August 1, 2017
Date	Date

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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

8/1/17
Date

Name: Ruth Ellen Vaughn
Title: Superintendent SAU 61

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 DUNS number for your entity is: 829718332

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: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Student Assistance Program

This 1st Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #1") dated this 10th day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Second Start (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 17 Knight Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2018 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to renew the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3., the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, and increase the price limitation, and;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $303,890.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Add Exhibit A, Scope of Services, Section 1.5., to read:

   1.5. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payment for services provide after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

6. Delete Exhibit B Method and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #1 Method and Conditions Precedent to Payment.

7. Add Exhibit B-1, Amendment #1.

5/15/19

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/30/19
Date

Name: Katja Fox
Title: Director

Second Start

5/15/19
Date

Name:
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on May 15, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Dorothy Fournier
Signature of Notary Public or Justice of the Peace

DOROTHY FOURNIER
Notary Public - New Hampshire
My Commission Expires September 13, 2022

Dorothy Fournier, Office Manager
Name and Title of Notary or Justice of the Peace

My Commission Expires: 9/13/2022

5/15/19

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/4/2019
Date

Emily C. Goering
Name: EMILY C. GOERING
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

5/15/19

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with federal funds as follows: 100% Federal Funds from DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, NH Partnership for Success Initiative – PFS2, CFDA #93.243, Federal Award Identification Number SP020796.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   4.1. 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 item, as specified in Exhibit B-1, Amendment #1.
   4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to jill.burke@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Bureau of Drug and Alcohol Services
   129 Pleasant Street,
   Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B, Amendment #1.

9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services

Contractor name Second Start

Budget Request for: Student Assistance Program (SS-2019-BDAS-02-STUDE-12)

Budget Period: July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 320,953.00	$ -	$ 320,953.00	$ 142,635.00	$ -	$ 142,635.00	$ 178,318.00	$ -	$ 178,318.00
2. Employee Benefits	$ 60,396.00	$ -	$ 60,396.00	$ 39,613.00	$ -	$ 39,613.00	$ 20,783.00	$ -	$ 20,783.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ 291.00	$ -	$ 291.00	$ 291.00	$ -	$ 291.00	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 3,250.00	$ -	$ 3,250.00	$ 3,250.00	$ -	$ 3,250.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Liability insurance	$ 487.00	$ -	$ 487.00	$ 487.00	$ -	$ 487.00	$ -	$ -	$ -
General Administrationm,	$ -	$ 50,478.00	$ 50,478.00	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 386,377.00**	**$ 50,478.00**	**$ 436,855.00**	**$ 187,276.00**	**$ -**	**$ 187,276.00**	**$ 199,101.00**	**$ -**	**$ 199,101.00**

Indirect As A Percent of Direct 13.1%

Contractor Initials _____

Date 5/15/19

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SECOND START is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 03, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65173**

Certificate Number : **0004493394**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April A.D. 2019.

William M. Gardner
Secretary of State

COPY

CERTIFICATE OF VOTE

I, Matt Nadeau, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected President of Second Start.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Executive Committee of the Board of Directors of the Agency duly held on May 15, 2019:
(Date)

RESOLVED: That the Executive Director of Second Start
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract amendment with the Department of Health and Human Services, State of New Hampshire, and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 15th day of May, 2019
(Date Contract Signed)

4. James Snodgrass is the duly elected Executive Director of the Agency.
(Name of Contract Signatory) (Title of Contract Signatory)

Matthew Nadeau
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 15th day of May, 2020

By Matthew Nadeau.
(Name of Elected Officer of the Agency)

Dorothy Fournier
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 9/13/22

DOROTHY FOURNIER
Notary Public - New Hampshire
My Commission Expires September 13, 2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Eleanor Spinazzola	
E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	PHONE (A/C, No, Ext): (603) 293-2791	FAX (A/C, No): (603) 293-7188
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Second Start 17 Knight Street Concord NH 03301	INSURER A : AmTrust Financial Services, Inc.	
	INSURER B : Liberty Mutual Agency Corporation	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2019 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		TPP1239811	12/31/2018	12/31/2019	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 [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			TPP1239811	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			WUM1288532	12/31/2018	12/31/2019	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC531S6208503212	01/01/2019	01/01/2020	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an additional insured (CGL) as required by signed contract with the named insured.

CERTIFICATE HOLDER

State of New Hampshire Bureau of Drug &
Alcohol Prevention Services
105 Pleasant St
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tairby Kennedy

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Second Start

www.second-start.org

17 Knight Street
Concord, NH 03301
603-228-1341

Adult Basic Education

Adult Learner Services Tutorial Program

High School Equivalency Testing Center

English as a Second Language

First Start Children's Center

450 North State Street
Concord, NH 03301
603-225-3318

The Alternative High School

Consulting Services

Student Assistance Program

Transitional Employment and Training

The following Mission Statement was adopted by the Board of Directors in June 2000 and used to amend Article III of the Second Start bylaws in November 2000.

Mission Statement

Adopted 6/19/00

Second Start is committed to improving the economic and educational well being of New Hampshire residents. Our goal is to help people become more productive workers, family members and community citizens.

We provide supportive, affordable and effective educational programs including but not limited to: Adult Basic Education, Job Training and Career Counseling, Education and Training for at-risk Youth, and Child Care Services.

SECOND START

AUDITED FINANCIAL STATEMENTS

FOR THE YEARS ENDED
JUNE 30, 2018 AND 2017

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Combining Schedule of Support and Revenues,
Expenses and Changes in Net Assets 2018 14

Combining Schedule of Support and Revenues,
Expenses and Changes in Net Assets 2017 15

WWW.MASONRICH.COM
Six Bicentennial Square, Concord, New Hampshire 03301
P: 603.224.2000 F: 603.224.2613

MASON + RICH
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Second Start
Concord, New Hampshire

We have audited the accompanying financial statements of Second Start (a nonprofit organization) which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Second Start as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Second Start's 2017 financial statements, and our report dated September 15, 2017, expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017, is consistent, in all material aspects, with the audited financial statements from which it has been derived.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The combining schedules of support and revenues, expenses and changes in net assets on pages 14 and 15 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Very truly yours,

Mason + Rich, P.A.

MASON + RICH PROFESSIONAL ASSOCIATION
Certified Public Accountants

September 28, 2018

SECOND START
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2018 AND 2017

ASSETS

	2018	2017
CURRENT ASSETS		
Cash	$ 237,398	$ 360,990
Accounts Receivable	54,800	74,609
Grants Receivable	198,950	122,603
Unconditional Promises to Give	23,000	30,000
Prepaid Expenses	43,563	27,976
Total Current Assets	557,711	616,178
PROPERTY AND EQUIPMENT		
Property and Equipment	3,236,950	3,205,849
Less Accumulated Depreciation	(1,601,727)	(1,480,785)
Net Property and Equipment	1,635,223	1,725,064
TOTAL ASSETS	$ 2,192,934	$ 2,341,242

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current Portion of Long-Term Debt	$ -	$ 9,973
Accounts Payable	24,362	53,509
Accrued Expenses	171,164	153,956
Deferred Revenue	8,310	14,355
Total Current Liabilites	203,836	231,793
LONG-TERM LIABILITIES		
Long-Term Debt, Net of Current Portion	-	32,366
TOTAL LIABILITIES	203,836	264,159
NET ASSETS		
Unrestricted		
Board-Designated	50,000	50,000
Undesignated	1,887,598	1,977,083
Temporarily Restricted	51,500	50,000
TOTAL NET ASSETS	1,989,098	2,077,083
TOTAL LIABILITIES AND NET ASSETS	$ 2,192,934	$ 2,341,242

The Accompanying Notes are an Integral Part of These Financial Statements

SECOND START

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

	Unrestricted	Temporarily Restricted	2018	2017
SUPPORT AND REVENUES				
Contributions	$ 8,376	$ 8,500	$ 16,876	$ 31,573
United Way	12,159	23,000	35,159	42,010
Fees from Governmental Agencies	861,902	-	861,902	851,402
Grants from Governmental Agencies	1,076,256	-	1,076,256	1,189,463
Grants - Private	-	20,000	20,000	32,000
Private Fees	915,953	-	915,953	888,404
Miscellaneous	25,060	-	25,060	64,854
Total Support and Revenues	2,899,706	51,500	2,951,206	3,099,706
NET ASSETS RELEASED FROM RESTRICTIONS				
Expiration of Program Restrictions	50,000	(50,000)	-	-
EXPENSES				
Program Services				
Instruction and Student Activities	2,065,499	-	2,065,499	1,911,849
Staff Development and Professional Fees	200,891	-	200,891	202,566
Other Program Costs	230,764	-	230,764	202,242
Occupancy	86,372	-	86,372	71,692
Direct Depreciation	82,853	-	82,853	75,376
Total Program Services	2,666,379	-	2,666,379	2,463,725
Support Services				
General Administrative	372,812	-	372,812	369,287
Total Support Services	372,812	-	372,812	369,287
Total Expenses	3,039,191	-	3,039,191	2,833,012
CHANGES IN NET ASSETS	(89,485)	1,500	(87,985)	266,694
Net Assets, Beginning of Year	2,027,083	50,000	2,077,083	1,810,389
Net Assets, End of Year	$ 1,937,598	$ 51,500	$ 1,989,098	$ 2,077,083

The Accompanying Notes are an Integral Part of These Financial Statements

SECOND START

STATEMENTS OF CASH FLOWS

FOR YEARS ENDED JUNE 30, 2018 AND 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (Decrease) in Net Assets	$ (87,985)	$ 266,694
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by (Used in) Operating Activities:		
Depreciation	120,942	108,657
(Increase) Decrease in Operating Assets:		
Accounts Receivable	19,809	(40,180)
Grants Receivable	(76,347)	50,554
Pledges Receivable	7,000	13,000
Prepaid Expenses	(15,587)	25,666
Increase (Decrease) in Operating Liabilities:		
Accounts Payable	(29,147)	21,496
Accrued Expenses	17,208	(35,856)
Deferred Revenue	(6,045)	1,669
Total Adjustments	37,833	145,006
Net Cash Provided by (Used in) Operating Activities	(50,152)	411,700
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Property and Equipment	(31,101)	(323,883)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of Long-Term Debt	(42,339)	(8,923)
NET INCREASE (DECREASE) IN CASH	(123,592)	78,894
Cash, Beginning of Year	360,990	282,096
Cash, End of Year	$ 237,398	$ 360,990
Supplemental Disclosure of Cash Flow Information		
Cash Paid During the Year For:		
Interest	$ 459	$ 1,469

The Accompanying Notes are an Integral Part of These Financial Statements

A | NATURE OF ACTIVITIES

Second Start (the Organization) is a private nonprofit education corporation which has been in existence since 1970. Second Start is committed to improving the economic and educational wellbeing of New Hampshire residents. Its goal is to help people become more productive workers, family members and community citizens. Within these opportunities, the Organization offers a variety of programs, each serving participants in ways that meet their needs.

The programs available at Second Start are as follows:

Special Education – The Special Education Program was established in 1979 and accounts for the proceeds of an education program that serves special needs students ages 14-21 from local school districts in the greater Concord area.

Transitional Employment Training Program (TET) – The TET Program was established in 1984 and accounts for proceeds and expenses used to provide a vocationally oriented program designed to develop positive work attitudes and behaviors for adolescents.

Alternative High School – The Alternative High School Program was established in 1976 and accounts for the proceeds and expenses of an alternative academic program for adolescents previously unsuccessful in public high school programs. Students are not coded special education.

Student Assistance Program (SAP) – The Student Assistance Program was started in 1984. The Student Assistance Program is a drug education, prevention and early identification program designed for public school students. The program accounts for the proceeds and expenses associated with the student assistance services for the local school districts as well as programs for the Organization's Alternative High School and special education students.

Adult Basic Education (ABE) – The Adult Basic Education Program was established in 1971 and accounts for the proceeds and expenses for providing remedial academic programs for adults from the most basic levels through preparation for the High School Equivalency Exam (HiSET) as well as English as a second language classes. The program also includes academic and vocational counseling for students. The program includes fees and expenses for providing HiSET Testing services and statewide staff development for ABE teachers.

Adult Learner Services (ALS) – The Adult Learner Services Program, formerly the Adult Tutorial Program, was established in 1983 and accounts for proceeds and expenses used to help adults increase their reading and math skills through the aid of tutors. This program also includes services to foreign-speaking and refugee students to increase their English skills.

(Continued on next page)

Day Care Program – The Day Care Program was established in 1973 and accounts for proceeds and expenses used to care for children (ages 6 weeks to 12 years) of the Organization's students and the general community while their parents are in classes, training programs or working during the day. This program also includes services to protective custody referrals from the New Hampshire Department of Health and Human Services.

Welcoming Concord – The Welcoming Concord program was established in 2015 and accounts for proceeds and expenses used to increase social inclusion and integration of immigrants and refugees in targeted New Hampshire communities.

B | SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting
Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual amounts could differ from those estimates.

Cash and Cash Equivalents
For purposes of the statement of cash flows, cash includes cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. The Organization had no cash equivalents at June 30, 2018 and 2017.

Accounts Receivable
Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management considers accounts to be delinquent based on the date of unpaid invoices. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United States because of the effects of the direct write off method approximate those of the allowance method. All accounts are considered to be collectible. The Organization does not accrue interest on past due accounts receivable.

Grants Receivable
Grants receivable are amounts due for reimbursement from various grant agencies. No allowance is recorded because all amounts are expected to be fully reimbursed by the federal and state governments. Interest is not allowed and is not accrued on any past due grants receivable balances.

(Continued on next page)

Promises to Give
Promises to give are stated at the amount management expects to collect from outstanding balances. Management evaluates the collectability of customer accounts by considering factors such as historical experience, the age of the promise to give, and current economic conditions that may affect a customer's ability to pay. Past due promises to give are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United States because the effects of the direct write off method approximate those of the allowance method. The Organization does not charge interest on past due promises to give.

Property and Equipment
During the year ended June 30, 2018 the Organization's policy to capitalize individual purchases, renewals and betterments changed from $500 to $1,000. Maintenance, repairs and minor renewals are charged to expense as incurred. Periodically, management evaluates property and equipment for impairment when events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. When items of property and equipment are sold or retired, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is included in the statement of income. These items are depreciated using the straight-line method over their estimated useful lives as follows:

Furniture and Equipment	5 years
Leasehold Improvements	5 - 30 years
Building	40 years

Contributions
Contributions received are recorded as unrestricted, temporarily restricted or permanently restricted support depending on the existence or nature of any donor restrictions.

Net Assets
The Organization is required to report information regarding its financial position and activities according to classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. Descriptions of the net asset categories included in the Organization's financial statements are as follows:

Unrestricted net assets include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

Temporarily restricted net assets include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

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Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2018 and 2017.

Donated Materials and Services
Contributed property and equipment is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support.

Contributions of donated noncash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, that are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

There were no donated materials or services for the years ended June 30, 2018 and 2017.

Tax Status
The Organization is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. *Accounting for Uncertainty in Income Taxes* did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax) for 2015, 2016, and 2017 are subject to examination by the IRS, generally for three years after they are filed.

Functional Allocation of Expenses
The costs of providing the various programs and activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Salaries and related expenses are allocated to the various program and supporting services based on actual or estimated time employees spend on each function. The remaining expenses are specifically allocated whenever practical, and depreciation is allocated based on space utilization. General administrative expenses are allocated to programs based on the program's total direct expenses relative to the Organization's total direct expenses.

(Continued on next page)

C | CONCENTRATION OF RISK

The Organization maintains cash balances at various financial institutions that, at times, may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk on cash and cash equivalents. As of June 30, 2018, all accounts were within the depository insurance level. As of June 30, 2017 approximately $110,000 was above the depository insurance level.

D | ACCOUNTS RECEIVABLE

Accounts receivable consist of amounts due from Daycare I and II, and revenues from school districts for various programs.

E | PROPERTY AND EQUIPMENT

For the years ended June 30, 2018 and 2017 the balance in property and equipment consisted of the following:

	2018	2017
Building and Improvements	$ 1,623,459	$ 1,593,859
Leasehold Improvements	948,353	948,353
Land	210,000	210,000
Furniture and Equipment	455,138	453,637
Total	3,236,950	3,205,849
Less Accumulated Depreciation	(1,601,727)	(1,480,785)
Total Property and Equipment, Net	$ 1,635,223	$ 1,725,064

The Organization has use of computers and equipment which are the property of State and Federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense was $120,942 and $108,657 for the years ended June 30, 2018 and 2017, respectively.

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F | COMMITMENTS AND CONTINGENCIES

Energy Efficiency Initiative
In fiscal year 2010, the Organization began an initiative to improve the energy efficiency of both 450 North State Street and the 17 Knight Street building in Concord, New Hampshire. The initiative includes energy improvements, including insulation, new windows, new daycare ceilings, ventilation and lighting, boiler replacement, conversion to electronic thermostats, and appliance replacement at an estimated total cost of $681,265.

Financial support for the energy efficiency initiative included a Community Development Finance Authority (CDFA) grant of $343,000. Additional funding was obtained from a Community Development Block Grant (CDBG) in the amount of $313,265 through the city of Concord, New Hampshire and $15,000 in cash donations. These grants were completed in 2011. Both grants are restricted to the Organization's energy efficiency initiative. Additionally, in the event the Organization ceases to use the buildings in providing services to low to moderate income populations, both grants will require repayment of a portion of the proceeds. This contingency continues through 2020 and 2030 for the CDFA and CDBG grants, respectively.

Grant Compliance
The Organization received funds under various grants. Under the terms of the grants the Organization is required to use the funds within a certain period and for purposes specified by governing laws and regulations. If expenditures were found not to have been made in compliance with laws and regulations, the Organization might be required to repay the funds.

Contingencies
In fiscal year 2016, the County of Merrimack awarded the Organization a CBDG grant in the amount of $300,000 to be used for building improvements at the Garrison facility. The improvements include roof replacement, exterior façade mortar repairs, exterior painting, solar panels, and additional insulation at its 17 Knight Street, Concord, New Hampshire facility. The grant requires that at least 77% of the persons served by the project be low and moderate income. In the event of default, the grant may require repayment of the funds already distributed. This contingency continues through the year 2036.

G | LINE OF CREDIT

The Organization maintains a revolving line of credit agreement. The line of credit agreement is with Merrimack County Savings Bank in the amount of $600,000, at 0.50% over the Wall Street Journal prime rate, which was 5.00% and 4.25% at June 30, 2018 and 2017, respectively. The agreement is collateralized by all business assets of the Organization. The organization had no outstanding balance as of June 30, 2018 and 2017.

(Continued on next page)

H | LONG-TERM DEBT

The Organization's long-term debt consists of the following for the years ended June 30:

	2018	2017
Note payable to the City of Concord, due in monthly installments of $910, including principal and interest at 2.5%, payable over 5 years and secured by property, final payment due July, 2021 (the note payable was repaid early in the year ended June 30, 2018)	$ -	$ 42,339
Less Current Portion	-	(9,973)
Long-Term Debt Net of Current Portion	$ -	$ 32,366

Interest expense was $459 and $1,469 for the years ended June 30, 2018 and 2017, respectively.

I | LEASE AGREEMENTS

The Organization has entered into a long-term lease agreement for property located at 450 North State Street whereby the Organization has use of the building in return for its upkeep and maintenance. The improvements were capitalized with a five to thirty-year depreciable life. Depreciation expense was $9,165 and $9,132 for the years ended June 30, 2018 and 2017, respectively.

J | NET ASSETS

Temporarily restricted net assets consisted of United Way funding for 2019 in the amount of $23,000 and other small private grants of $28,500 at June 30, 2018.

Temporarily restricted net assets consisted of United Way funding for 2018 in the amount of $30,000 and other small private grants of $20,000 at June 30, 2017.

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K | BOARD-DESIGNATED NET ASSETS

Board-designated net assets are designated for capital and other repairs and maintenance projects.

L | IN-KIND CONTRIBUTIONS

Many members and other persons have donated significant amounts of time to the activities of the Organization. However, these services do not meet the criteria for recognition as contributed services and therefore, are not reflected in these financial statements.

M | RETIREMENT PLAN

At date of employment with the Organization, all full-time and part-time employees over twenty-one years of age and working more than 1,000 hours per year may contribute a portion of their wages to an Internal Revenue Code Section 403(b) retirement plan. The Organization may contribute to the employee's retirement fund at the Board's discretion. There were no contributions paid by the Organization for the years ended June 30, 2018 and 2017.

N | SUBSEQUENT EVENTS

Management has evaluated subsequent events through September 28, 2018, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date. The Organization did not identify any subsequent events that would require disclosure in the financial statements.

SECOND START

COMBINING SCHEDULE OF SUPPORT AND REVENUES, EXPENSES AND CHANGES IN NET ASSETS

FOR THE YEAR ENDED JUNE 30, 2018

	General & Building	*Special Education*	*T.E.T Program*	*Alternative High School*	*Student Assistance*	*Adult Basic Education*	*Adult Learner*	*Welcoming Concord*	*Daycare*	*Total*
SUPPORT AND REVENUES										
Contributions	$ 7,376	$ -	$ -	$ -	$ -	$ 1,000	$ -	$ 8,500	$ -	$ 16,876
United Way	-	-	-	4,984	10,802	15,871	2,736	-	766	35,159
Fees from Governmental Agencies	-	239,402	164,530	246,019	160,626	51,325	-	-	-	861,902
Grants from Governmental Agencies	-	-	-	-	226,272	522,640	106,637	-	220,707	1,076,256
Grants-Private	-	-	-	-	-	-	-	20,000	-	20,000
Private Fees	-	-	-	-	-	-	-	-	915,953	915,953
Miscellaneous	4,349	-	-	5,688	400	9,939	-	-	4,684	25,060
Total Support and Revenues	11,725	239,402	164,530	256,691	398,100	600,775	109,373	28,500	1,142,110	2,951,206
EXPENSES										
Program Services										
Instruction and Student Activities	16,511	230,866	82,907	128,734	355,491	299,330	85,927	18,371	847,362	2,065,499
Staff Development and Professional Fees	5,000	3,713	900	3,284	1,705	163,606	539	1,632	20,512	200,891
Other Program Costs	6,551	18,635	13,474	20,152	7,700	51,446	9,510	4,411	98,885	230,764
Occupancy	-	9,226	4,422	9,232	180	25,378	4,191	-	33,743	86,372
Direct Depreciation	-	7,558	2,618	7,069	282	20,473	4,263	-	40,590	82,853
Total Program Services	28,062	269,998	104,321	168,471	365,358	560,233	104,430	24,414	1,041,092	2,666,379
Support Services										
General Administrative	-	41,089	15,436	23,788	52,871	81,470	14,318	4,102	139,738	372,812
Total Support Services	-	41,089	15,436	23,788	52,871	81,470	14,318	4,102	139,738	372,812
Total Expenses	28,062	311,087	119,757	192,259	418,229	641,703	118,748	28,516	1,180,830	3,039,191
Excess (Deficiency) of Support and Revenues Over Expenses	(16,337)	(71,685)	44,773	64,432	(20,129)	(40,928)	(9,375)	(16)	(38,720)	(87,985)
Net Assets, Beginning of Year	1,296,843	(623,333)	54,464	621,606	(15,719)	106,507	(61,973)	30,306	668,382	2,077,083
Net Assets, End of Year	$1,280,506	$ (695,018)	$ 99,237	$ 686,038	$ (35,848)	$ 65,579	$ (71,348)	$ 30,290	$ 629,662	$1,989,098

See Independent Auditor's Report

SECOND START

COMBINING SCHEDULE OF SUPPORT AND REVENUES, EXPENSES AND CHANGES IN NET ASSETS

FOR THE YEAR ENDED JUNE 30, 2017

	General & Building	*Special Education*	*T.E.T Program*	*Alternative High School*	*Student Assistance*	*Adult Basic Education*	*Adult Learner*	*Welcoming Concord*	*Daycare*	*Total*
SUPPORT AND REVENUES										
Contributions	$ 5,938	$ -	$ -	$ 23,523	$ -	$ 1,023	$ 600	$ 489	$ -	$ 31,573
United Way	-	-	1,971	4,336	6,307	20,814	4,203	-	4,379	42,010
Fees from Governmental Agencies	-	258,076	113,976	231,420	194,117	53,813	-	-	-	851,402
Grants from Governmental Agencies	119,632	-	-	-	159,254	556,745	109,270	-	244,562	1,189,463
Grants-Private	-	-	-	-	-	-	-	32,000	-	32,000
Private Fees	-	-	-	-	-	-	-	-	888,404	888,404
Miscellaneous	44,065	-	-	1,000	-	11,318	-	-	8,471	64,854
Total Support and Revenues	169,635	258,076	115,947	260,279	359,678	643,713	114,073	32,489	1,145,816	3,099,706
EXPENSES										
Program Services										
Instruction and Student Activities	7,644	229,631	82,024	123,072	299,984	303,463	81,979	18,996	765,056	1,911,849
Staff Development and Professional Fees	-	3,022	1,205	3,198	2,449	183,201	736	4,450	4,305	202,566
Other Program Costs	5,596	16,628	9,997	14,372	5,928	43,210	8,654	3,811	94,046	202,242
Occupancy	-	6,646	2,760	6,649	898	18,276	4,586	-	31,877	71,692
Direct Depreciation	-	7,946	1,359	6,796	281	17,939	3,610	-	37,445	75,376
Total Program Services	13,240	263,873	97,345	154,087	309,540	566,089	99,565	27,257	932,729	2,463,725
Support Services										
General Administrative	-	40,716	15,687	24,027	47,128	82,516	15,062	5,297	138,854	369,287
Total Support Services	-	40,716	15,687	24,027	47,128	82,516	15,062	5,297	138,854	369,287
Total Expenses	13,240	304,589	113,032	178,114	356,668	648,605	114,627	32,554	1,071,583	2,833,012
Excess (Deficiency) of Support and Revenues Over Expenses	156,395	(46,513)	2,915	82,165	3,010	(4,892)	(554)	(65)	74,233	266,694
Net Assets, Beginning of Year	1,140,448	(576,820)	51,549	539,441	(18,729)	111,399	(61,419)	30,371	594,149	1,810,389
Net Assets, End of Year	$1,296,843	$ (623,333)	$ 54,464	$ 621,606	$ (15,719)	$ 106,507	$ (61,973)	$ 30,306	$ 668,382	$2,077,083

See Independent Auditor's Report

Second Start Board of Directors

Updated January 2019

Matt Nadeau	Associate Accountant Nathan Wechsler & Company 70 Commercial Street, Suite 401 Concord, NH 03301-5031 (603) 224-5357 Ext. 327 Fax: 224-3792 mnadeau@nathanwechsler.com	**President** Member since 2012
Tom Painchaud	Senior VP of Distribution Services New Hampshire Distributors 65 Regional Drive PO Box 267 Concord, NH 03302-0267 (603) 410-1823 tpainchaud@nhdist.com	**Vice President/ Treasurer** Member since 2012
George Pangakis	Director of Safety and Security St. Paul's School 325 Pleasant Street Concord, NH 03301 (603) 229-4639 Fax:229-4655 gpangakis@sps.edu	**Secretary** Member since 2012
Frank Lemay	President Millstone Engineering & Construction, Inc. 1 Horseshoe Pond Lane PO Box 2279 Concord, NH 03302-2279 603) 226-3887 Fax: 226-3361 frank@milestoneengcon.com	Member since 2006
Helmut Koch	Retired Chairman/Director Exacom Inc. 99 Airport Road Concord, NH 03301 (603) 491-3306 helmut.koch.2001@gmail.com	Member since 2008
Will Brunkhorst	Software Consultant 542 Putney Hill Road Hopkinton, NH 03229 (603) 746-5175 will.brunkhorst@gmail.com	Member since 2008
Maria del Mar Acebron	Senior Teller Merrimack County Savings Bank Business Center 190 North Main Street Concord, NH 03301 (603) 545-6030 mdelmaracebron@themerrimack.com	Member since 2012

Dodd Griffith	Attorney Gallagher, Callahan & Gartrell 214 North Main Street PO Box 1415 Concord, NH 03302 (603) 545-3610 Fax: 228-8396 griffith@gcglaw.com	Member since 2014
Becky Schaefer	Guidance Concord High School 170 Warren Street Concord, NH 03301 (603) 225-0800 rschaefer@sau8.org	Member since 2015
Andrew Grosvenor	Attorney Merritt, Merritt, and Moulton 60 Lake Street Burlington, VT 05401 (802) 658-7830 drewgrosvenor@gmail.com	Member since 2016
Caroline Brown	Attorney Tarbell & Brodich, PA 45 Centre Street Concord, NH 03301 (603) 226-3900 cbrown@tarbellpa.com	Member since 2017
Joseph Shoemaker	Division Director State of NH – Office of Professional Licensure & Certification Division of Technical Professions 121 South Fruit Street, Suite 201 Concord, NH 03301 (603) 271-2532 joegshoemaker@gmail.com joseph.shoemaker@oplc.nh.gov	Member since 2019
Clement Senga Kigugu	Executive Director Overcomers Support Services 90 Airport Road, Room 25 P.O. Box 2941 Concord, NH 03302 (603)715-0844 sengakigugu@yahoo.fr ckigugu@overcomersnh.org	Member since 2019

Kimberly B. Haley, MSW, LADAC

EMPLOYMENT

08/06 to Present	Student Assistance Program Coordinator Second Start, Concord NH
08/88 to 08/06	Student Assistance Program Counselor Second Start, Concord, NH
09/97-1998	MSW Intern NH Catholic Charities, Laconia, NH
09/86-10/87	Youth Counselor at Anna Philbrook Ctr. NH Department of Health & Human Services, Division for Children, Youth & Families, Concord, NH
	Certifications
Expires 09/2020	Certified Prevention Specialist
Expires 06/2019	New Hampshire Master Licensed Alcohol and Drug Abuse Counselor (MLADAC)

EDUCATION

1986	Bachelor of Science Degree in Home Economics, Keene State College, Keene, NH
1999	University of New Hampshire, Durham, NH Masters in Social Work

REFERENCES

Available on Request

Melissa G. Stack, M.S., MLADC

mstack@sau8.org

EXPERIENCE

Second Start — **Concord, NH**
Student Assistance Program Counselor — February 2018-present

Merrimack County Department of Corrections — **Boscawen, NH**
Corrections Clinician — August 2013-February 2018

Child and Family Services, Therapeutic Day Treatment Program — **Concord, NH**
Senior Caseworker — May 2008-May 2013

Community Bridges — **Concord, NH**
Service Coordinator — August 2005-May 2008

EDUCATION

Master of Science, Justice Studies with a graduate certificate in Public Administration,
Southern New Hampshire University, Manchester, NH

Bachelor of Arts, Social Science with a concentration in Sociology,
Plymouth State University, Plymouth, NH

Master Licensed Alcohol and Drug Counselor (MLADC)

REFERENCES

Available on request.

Shannon Rich

srich@sau66.org

Experience

Second Start — **Concord NH**
Student Assistance Program Counselor — February 2018-present

Child and Family Services — **Concord, NH**
Day Treatment Site Supervisor — November 2016-February 2018

Circle Program — **Plymouth, NH**
Associate Program Director — March 2015-November 2016

Cambridge institute of International Education (CIIE) — **Waltham, MA**
Project Lead — December 2013-March 2015

Youth Villages: Germaine Lawrence Campus — **Arlington, MA**
Residential Director — March 2012-June 2013
Residential Supervisor — July 2008-March 2012
Day Program Coordinator — May 2007-July 2008
School Counselor — November 2006-May 2007

Education

B.A. in English, Concentration in Journalism — **Framingham State University**, Framingham, MA

CPI (Non-violent Crisis Intervention) **Certification**

References

Available on request.

Kimberly Shepard

kshepard@second-start.org

EMPLOYMENT HISTORY

Second Start Alternative High School, Concord NH — January 2019-present
Student Assistance Program Counselor

Self-Employed, Concord NH — March 2017-January 2019
Consultant

Hope for NH Recovery, Manchester NH — August 2016-February 2017
Recovery Center Manager Concord/Franklin

Child and Family Services, Concord NH — March 2013-June 2016
Family Counselor/Case Manager, May 2015-June 2016
Day Treatment Caseworker. March 2013-May 2015

Work Ready NH Manchester Community College, Manchester NH — January 2013-April 2013
Subcontracted Soft Skills Facilitator Position

Second Start Alternative High School, Concord NH — August 2012-November 2012
Subcontracted Transitional Coordinator/Choices Teacher

Southern NH Services, Manchester NH — October 2006-August 2009
Community Action Manager, Workplace Success Program

Familystrength, Concord NH — October 1998-October 2006
Director of Job Readiness

EDUCATION

BA Sociology/minor Parent Education, Denver CO — Metropolitan State College of Denver

CRSW (Certified Recovery Support Worker)

Clinical Trainings: Solution Focused Therapy, Clinical Assessment, Service Planning, Motivational Training, Interviewing Safety Planning, Stages of Change, Addiction Interventions, Dysfunctional Family Systems, Family Violence/Safety Planning

REFERENCES

Available on Request.

Barbara J Crouse

EMPLOYMENT

08/87 to Present	Student Assistance Program Counselor Second Start, Concord, NH
10/84-07/87	Outpatient Substance Abuse Counselor Southeastern New Hampshire Services Concord, NH
08/83-03/84	Child Care Counselor Gilfillan Center, Bemidji, Minnesota
10/82- 06/83	Field Liaison Coordinator Northwest Minnesota Juvenile Training Center, Bemidji Minnesota
03/81-09/82	Instructor, Follow-up Counselor, Logistics Support Appalachian School of Experience Newville, Pennsylvania
06/77-11/79	Center Director/Social Services Coordinator Plains Early Childhood Development Ctr. Plains, Georgia

EDUCATION

May, 1986	Practitioner Certification, Mass Inst. Of Neuro-Linguistic Programming
March, 1977	Certified Emergency Medical Technician North Carolina and Georgia
June, 1976	Bachelor of Arts in Social Welfare The Pennsylvania State University
August, 1974	North Carolina Outward Bound School, Standard Course

REFERENCES

Available on Request.

Elizabeth Pellegrini

Work Experience

Second Start *Student Assistance* Counselor	July 2018 – Present
Chrysalis Counseling Center and IDCMP *LADC*	2015 – July 2018
Chrysalis Recovery Center *Instructor*	2015 – July 2018
Merrimack County Diversion Center *Case Manager/Instructor*	2012 – 2016
NFI North Contoocook School *Certified Para-professional II*	2012 – 2013
Easter Seals Treatment Facility *Residential Instructor*	2008 – 2010
Sununu Youth Services Center *Youth Counselor*	2004 - 2008

Education

Southern New Hampshire University - *MS*	2013
Franklin Pierce University – *BS Criminal Justice*	2008
NHTI - *Associates Addiction Studies/Criminal Justice*	2004

References

Available upon Request

Amanda E Senecal

EDUCATION:

University of New Hampshire — August 2011-May 2014
Master of Social Work

Keene State College — August 2006-December 2009
Major: Psychology, Minor: Criminal Justice

LICENSE:

New Hampshire Licensed Alcohol and Drug Counselor

License #: 905

WORK EXPERIENCE:

Second Start — August 2015-Current
SAP Counselor

Riverbend Counseling Associates — July 2014-Current
Emergency Services Clinician

Chrysalis Recovery Center — January 2014-2015
Licensed Alcohol and Drug Counselor

Concord Metro Treatment Center
Substance Abuse Counselor

Genesis Behavioral Health — August 2010-March
2011
Adult Case Manager

INTERNSHIP EXPERIENCE:

Riverbend Counseling Associates — September 2013-May 2014
Emergency Services Clinician

Child and Family Services — August 2012-May 2013
Group Home Residential Counselor

Child and Family Services — August 2009-December 2009
Street Outreach

REFERENCES:

Available on Request

Aimee Young Tucker

EMPLOYMENT

10/16 to Present	Student Assistance Program Counselor Second Start, Concord NH
04/14 to 10/16	Clinical Case Manager Windsor County DUI Treatment Docket Health Care and Rehabilitation Services of Southeastern Vermont, Bellows Falls VT
09/15 to 08/16	Clinical Mental Health Counselor Intern Health Care and Rehabilitation Services of Southeastern Vermont, Bellows Falls VT
09/13 to 04/14	AMHAS Case Manager Health Care and Rehabilitation Services of Southeastern Vermont, Bellows Falls VT
6/10 to 9/13	Child and Family Case Manager Health Care and Rehabilitation Services of Southeastern Vermont, Bellows Falls VT
05/08 to 05/10	Social Worker on Med/Surg and Newport Health Center New London Hospital Association, New London NH

EDUCATION

2016	Master of Science in Clinical Mental Health Counseling, New England College, Henniker, NH
1998	Bachelor of Science Degree in Social Work, University of Vermont, Burlington, VT

CERTIFICATION

2016	Moral Reconation Therapy (MRT) Certification
2014	AAP Certification

REFERENCES

Available on Request

Second Start

Student Assistance Program (SS-2019-BDAS-02-STUDE-12)

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Shannon Rich (Hopkinton & HDMS)	SAP Counselor	$44100	50 %	$22050
Elizabeth Pellegrini (Pittsfield)	SAP Counselor	$39984	50 %	$19992
Kimberly Shepard (SSAHS)	SAP Counselor	$19213	50%	$9607
Kim Haley	Supervisor	$62553	100%	$62553
Amanda Senecal MVMS	SAP Counselor	$17136	100%	$17136
Amy Tucker (CHS)	SAP Counselor	$46980	50%	$23490
Melissa Stack (Rundlett MS)	SAP Counselor	$46980	50%	$23490

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

August 21, 2018

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, Bureau of Drug and Alcohol Services, to enter into **sole source** agreements with vendors listed in the table below to provide Student Assistance Program services in an amount not to exceed $902,289 effective upon Governor and Executive Council approval through June 30, 2019. 98.63% Federal Funds, 1.37% General Funds.

Vendor	Vendor Number	Location	Amount
Conway School District – SAU #9	159846-B001	North Conway	$70,000
Milton School District – SAU #64	156682-B001	Milton	$50,000
North Country Education Services	154707-B001	Gorham	$100,000
North Country Health Consortium, Inc.	158557-B001	Littleton	$300,000
Portsmouth School District – SAU #52	177463-B006	Portsmouth	$70,000
Rochester School District – SAU #54	177467-B004	Rochester	$100,000
Sanborn Regional School District – SAU #17	154453-B001	Kingston	$37,500
Seacoast Youth Services	203944-B001	Seabrook	$70,000
Second Start	177224-B002	Concord	$104,789
		Total:	**$902,289**

Funds are available in the following accounts for SFY 2019.

05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVS, PREVENTION SVS

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	92057502	$440,000
			Subtotal:	*$440,000*

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVS, PFS2 GRANT

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	92052407	$462,289
			Subtotal:	$462,289
			Total Contract:	**$902,289**

EXPLANATION

This request is **sole source** because the vendors have effectively operated the student assistance program for a period of two (2) to five (5) years. Research demonstrates that substance misuse prevention education is most successful when the program is delivered in a consistent manner over a course of five (5) plus years to impact each cohort of grades. Additionally, to meet the federal evaluation requirements, the New Hampshire Bureau of Drug and Alcohol Services must demonstrate sustained outcomes throughout the grant periods.

This request represents nine (9) of twelve (12) contracts to provide Student Assistance Program Services. The Department anticipates awarding the remaining three (3) contracts at the next available Governor and Executive Council meeting, upon receipt of the fully executed contract documents.

The purpose of this request is to address underage drinking and prescription drug misuse and abuse in high need populations through the administration of a Student Assistance Program. The Student Assistance Program leverages the State's existing prevention system, resources and capacities to effect change in priority substance abuse areas among high need populations in the communities where those populations reside.

The vendors will implement Student Assistance Programming (SAP) using the evidenced based Project Success in twenty (20) high schools, twenty-three (23) middle schools and one (1) community college in an effort to serve 18,837 New Hampshire youth in order to prevent and reduce underage drinking, high risk drinking and the use of non-medical prescription drugs including opioids and illicit opioid drug use.

The vendors will conduct alcohol and other drug screenings, individual support sessions, group support sessions, and referrals to drug and alcohol treatment providers when indicated by the screening. Additionally, the vendors will provide students and parents with targeted drug and alcohol education to improve understanding of risks associated with prescription drug and underage alcohol use as well as the developmental milestones and brain development of adolescents. The scope of work in these agreements require the vendors to incorporate community level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

Student Assistance Programs work collaboratively with the Department and the NH Center for Excellence to improve the quality of services to students as well as to collect data to make data driven decisions on school-based prevention programming. Based on the Youth Risk Behavior Surveillance Survey trend data from 2013 to 2017 results for the schools indicate statistically significant changes in the following:

- Increase in students' perception of risk for the use of alcohol and non-medical prescription drugs,
- Increase in students' reporting parent and peer disapproval for the use of alcohol and non-medical prescription drugs, and

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

- There will be an increase in the percentage of students who report a high risk of harm for using substances (alcohol, marijuana, non-medical prescription drugs, heroin) on the Youth Risk Surveillance Survey (YRBS).
- There will be an increase in the percentage of students who report their parents/caregivers and peer would disapprove if they used substances on the YRBS.
- There will be a decrease in the percentage of students who report they used substances in the past 30 days on the YRBS.
- Decrease in students' reporting past 30 day use of alcohol and non-medical prescription drugs.

As referenced in the Exhibit C-1 of these agreements, the Department reserves the right to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, 18,837 students, statewide, may not receive the support and substance misuse prevention education that may be needed during critical adolescent development years. Lack of these support services could result in: higher prevalence rates of underage drinking and drug use, misuse and abuse of prescription medication, and an escalation in adverse childhood experiences such as a trauma related to parental/caregiver substance abuse.

Area served: Statewide.

Source of Funds: 98.63% Federal Funds from Department of Health & Human Services (DHHS), Substance Abuse & Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, DHHS, SAMHSA, Center for Substance Abuse Prevention, and 1.37% General Funds.

In the event that the Federal (or Other) Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Student Assistance Program Contracts

FISCAL DETAILS

05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SVS 97% Federal Funds 3% General Funds

Conway (Kennett) School District SAU #9, Vendor # 159846-B001

State Fiscal Yea	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$70,000
			Sub Total:	$70,000

Milton School District SAU #64, Vendor # 156682-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$50,000
			Sub Total:	$50,000

Newport School District SAU #43, Vendor #159924-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$0
			Sub Total:	$0

North Country Health Consortium, Vendor #158557-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$100,000
			Sub Total:	$100,000

Portsmouth School District SAU #52, Vendor # 177463-B006

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$70,000
			Sub Total:	$70,000

Sanborn Regional District SAU #17, Vendor # 154453-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$37,500
			Sub Total:	$37,500

Seacoast Youth Services, Vendor #203944-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$70,000
			Sub Total:	$70,000

Second Start

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$42,500
			Sub Total:	$42,500
			Prevention Sub Total:	$440,000

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, PFS2 GRANT 100% Federal Funds

Claremont School District SAU #6, Vendor # 177374-B005

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$0
			Sub Total:	$0

Manchester School District SAU #37, Vendor # 177323-B003

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$0
			Sub Total:	$0

North Country Education Services, Vendor # 154707-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$100,000
			Sub Total:	$100,000

North Country Health Consortium, Vendor # 158557-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$200,000
			Sub Total:	$200,000

Rochester School District SAU #54, Vendor # 177463-B006

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$100,000
			Sub Total:	$100,000

Second Start, Vendor #177224-B002

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2019	102/500731	Contracts for Program Services	92057502	$62,289
			Sub Total:	$62,289
			PFS2 Sub Total:	$462,289
			Total Contract Amount:	**$902,289**

Subject: Student Assistance Program (SS-2019-BDAS-02-STUDE-12)

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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Second Start		1.4 Contractor Address 17 Knight Street Concord, NH 03301	
1.5 Contractor Phone Number 603-228-1341	1.6 Account Number 05-95-92-920510-33800000-102-500731; 05-95-92-920510-33950000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation $104,789
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature James B. Snodgrass		1.12 Name and Title of Contractor Signatory JAMES B. SNODGRASS EXECUTIVE DIRECTOR	

1.13 Acknowledgement: State of NH, County of Merrimack

On July 26, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

Dorothy Fournier

DOROTHY FOURNIER
Notary Public - New Hampshire
My Commission Expires September 13, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

Dorothy Fournier Office Manager

1.14 State Agency Signature Date: 8/24/18	1.15 Name and Title of State Agency Signatory Kathy S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan A. Pyle - Attorney On: 9/4/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 as indicated in block 1.18, 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 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials
Date 7/26/18

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials KBJ
Date 7/26/18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date 7/26/18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Contractor shall provide Student Assistance Programming to address prevention of underage drinking among person aged 12 to 20, and prevention and reduction of high-risk drinking, prescription drug misuse including opioids and illicit opioid among persons aged 12 to 25 in the school district that have been identified as "high need, high risk" communities as follows: Merrimack Valley Middle School, Merrimack Valley High School, Pittsfield Middle School, Pittsfield High School, Hillsboro-Deering Middle School, Hillsboro-Deering High School, Concord High School, Second Start Alternative High School, and Rundlett Middle School.

2. Scope of Work

2.1. The Contractor shall select and ensure an evidence-based screening tool, as approved by the Department, utilized to screen all students referred for services that must include an assessment of the individual, family, substance use issues, and if a referral to treatment is appropriate.

2.1.1. The Contractor shall submit the evidence based screening tool to be used to the Department within thirty (30) days of the contract effective date.

2.2. The Contractor shall ensure students are referred to appropriate school-based service or community providers as indicated by the individual screening results.

2.3. The Contractor shall collaborate with the schools to maintain and/or develop a protocol for referrals to the appropriate provider.

2.4. The Contractor shall conduct Individual Support Sessions for the purpose of crisis intervention and to determine a student's motivation to participate in Project Success groups. Project Success groups are defined as:

2.4.1. Endorsed by the Substance Abuse and Mental Health Services Administration as Evidenced-Based prevention program.

2.4.2. Implemented by specially trained student assistance counselors whom are located in schools 2-5 days a week.

2.4.3. Research-based program that use interventions effective in reducing risk factors and enhancing protective factors.

2.5. The Contractor shall conduct Individual sessions as needed to assist students with the following, but not limited to:

2.5.1. Identifying and resisting social and situational pressures to use substances.

2.5.2. Correcting misperceptions about the prevalence and acceptability of substance use.

2.5.3. Focusing on the personal consequences of substance use.

2.5.4. Teaching and providing opportunities to practice resistance and coping skills.

2.5.5. Identifying barriers to using the newly developed skills or adopting healthy attitudes.

2.6. The Contractor shall conduct group sessions that are modeled after Project Success including, but not limited to:

2.6.1. Newcomers Group.

2.6.2. Children of Substance Abusing Parents Group.

2.6.3. Seniors Group.

2.6.4. Alcohol and other Drug Assessment Education Group.

2.6.5. Sibling Group.

2.6.6. Non-Users Group.

2.6.7. Parents, Peers, and Partying Group.

2.6.8. Users Group.

2.6.9. Users/Children of Substance Abusing Parents Group.

2.6.10. Recovery Group.

2.7. The Contractor shall conduct Group Support Sessions. During the first session of each group, confidentiality and boundaries shall be addressed and clarified to ensure students are provided with confidentiality guidelines. Group Sessions shall include, but is not limited to:

2.7.1. Assisting students in an effort to identify and resist social and situational pressures to use substances, correct misperceptions about the prevalence and acceptability of substance use.

2.7.2. Assisting students to focus on the personal consequences of use.

2.7.3. Teaching and provide opportunities to practice resistance and coping skills.

2.7.4. Identifying barriers to using the skills or adopting healthy attitudes.

2.8. The Contractor shall provide parent education about the non-medical misuse of prescription drugs and underage drinking and binge drinking. Topics shall include developmental information including, but not limited to:

2.8.1. How the use of substances such as alcohol or other drugs affect the adolescent brain.

2.8.2. Youth access to substances.

2.8.3. How perception of parental disapproval impacts use.

2.9. The Contractor shall enhance parent education services via the current parent education services being offered at the school and local levels.

2.10. The Contractor shall provide prevention education services during transitional years (i.e. 7th and 9th grades) which topics shall include, but are not limited to:

2.10.1. Being an adolescent.

2.10.2. Alcohol, tobacco and other drug information.

2.10.3. Family dynamics and pressures.

2.10.4. Skills for coping with stress and life pressure.

2.11. The Contractor shall conduct a minimum of three (3) school and/or community centered environmental strategies each year of funding. The Contractor may utilize existing groups and programs to enhance and meet this requirement.

2.12. The Contractor shall enhance services through the utilization of marketing and media tools. The Contractor shall complete this work in conjunction with work being done at the state level and the local level with community partners such as the Regional Public Health Network, Drug-Free Coalitions, and other local organizations. The Contractor may utilize existing groups to enhance and meet this requirement.

2.13. The Contractor shall participate in evaluation efforts conducted by the Department in order to use data to drive continuous quality improvement.

2.14. The Contractor shall administer the 2019 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2019 and administer a whole school survey with students in grades 9 through 12 developed by the Department in the Spring of 2020.

2.15. The Contractor shall administer a Department approved survey in the Spring of 2019 and the Spring of 2020 to 7th and 8th grades in middle schools that do not conduct the middle school Youth Risk Behavior Survey in their contracted service areas.

2.16. The Contractor shall conduct an assessment by comparing current school policies related to the use of alcohol and other drugs against the Model School Policy that was developed by the Governor's commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment by end of year one.

2.16.1. The Contractor shall implement best practices in the school's policies related to the use of alcohol and other drugs according to the Model School Policy in Section 2.16 above by end of year two.

2.17. The Contractor shall participate in all required meetings and trainings which shall include, but are not limited to:

2.17.1. Student Assistance Program Community of Practice.

2.17.2. Learning Collaborative Meetings.

2.17.3. Mandatory trainings.

2.18. The Contractor shall provide one full-time equivalent staff person to every one-thousand (1,000) students.

2.18.1. This position may be pro-rated for schools that serve less than 1,000 students.

2.18.2. If the school contains less than 1,000 students the Contractor shall ensure the staff person is available a minimum of two (2) days per week and shall not serve more than two buildings or campuses.

2.19. The Contractor shall provide one (1) Student Assistance counselor who shall obtain Certified Prevention Specialist (CPS) status within one (1) year of hire.

2.19.1. The Contractor shall submit a plan to the Department if this is not achieved.

2.20. The Contractor shall allow a Department approved team to conduct quarterly site reviews. The team shall include, but is not limited to:

2.20.1. Student Assistance Counselor(s).

2.20.2. Contractor or designee.

2.20.3. Department.

2.20.4. Representative of the New Hampshire Center for Excellence, if appropriate.

2.20.5. The site visit shall include, but are not limited to:

2.20.5.1. Review of the Contractor's systems of governance.

2.20.5.2. Administration.

2.20.5.3. Data collection and submission.

2.20.5.4. Policies for ensuring student confidentiality.

2.20.5.5. Financial management in order to assure systems are adequate to provide the contracted services.

2.20.6. The Contractor shall make corrective actions as advised by the review team in contracted services are not found in accordance with this contract.

3. Staffing

3.1. The Contractor shall provide one (1) Student Assistance counselor who shall obtain Certified Prevention Specialist (CPS) status within one (1) year of hire.

3.1.1. The Contractor shall submit a plan to the Department if this is not achieved.

4. Reporting

4.1. The Contractor shall communicate and submit required records via e-mail.

4.2. The Contractor shall enter and complete monthly data reporting in the New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the month.

4.3. The Contractor shall submit monthly expenditure reports by the twentieth (20th) business day following the month for reimbursement of costs for contracted services in the previous month.

4.4. The Contractor shall cooperate with, and answer all questions of, representatives of the Department conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities.

4.5. The Contractor shall provide any periodic or specialty reports as requested by the Department.

5. Performance Measures

5.1. Participants will report a decrease in past 30 day use of alcohol and non-medical prescription drugs including opioids and illicit opioids.

5.2. Participants will report a decrease in past 30 day binge drinking

5.3. Participants will report an increase in parental and peer disapproval of alcohol and non-medical prescription drug misuse.

5.4. Participants will report an increase in a perception of risk/harm of use of alcohol and non-medical prescription drug misuse.

5.5. Participants will report an increase in family communication around alcohol and drug misuse.

6. Deliverables

6.1. The Contractor shall administer the 2019 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2019 and administer a whole school survey with students in grades 9 through 12 developed by the Department in the Spring of 2020.

6.2. The Contractor shall administer a Department approved survey in the Spring of 2019 and the Spring of 2020 to 7th and 8th grades in middle schools that do not conduct the middle school Youth Risk Behavior Survey in their contracted service areas.

6.3. The Contractor shall provide the results of the assessment in Section 2.16 above to the Department in an electronic format within thirty (30) days after the end of year one.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor $48.00 per hour in an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with funds from the:

   2.1 Catalog of Federal Domestic Assistance (CFDA) #93.243, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Partnership for Success 2015.

   2.2 Catalog of Federal Domestic Assistance (CFDA) #93.959, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Federal Block Grant Prevention Services.

   2.3 The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

3. Payment for services shall be on a cost reimbursement basis of the hourly rate in Section 1 above, all-inclusive of both actual hours worked and other applicable expenses with operating the program pursuant to the Scope of Services.

4. The Contractor shall be available to provide services identified in Exhibit A, Scope of Services, as needed.

5. Payment for services shall be processed as follows:

   5.1 The Contractor shall submit monthly invoices for reimbursement of actual hours worked during the month, for a total of twelve (12) invoices per year. The invoice shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

   5.2 Invoices described in Exhibit B, Method and Condition Precedent to Payment, Section 5.1 and reports identified in Exhibit A, Scope of Services must be submitted to:

   Attn: Financial Manager
   NH Department of Health and Human Services
   Bureau of Drug and Alcohol Services
   129 Pleasant St.
   Concord, NH 03301-3857

6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or

Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

10. The Contractor agrees to keep records of their activities related to Department programs and services.

11. The Contractor agrees not to use the funding in this Agreement to replace funding for a program already funded from another source.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

Contractor Initials _____
Date 7/26/18

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials
Date 7/26/15

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Renewal:
   The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Contractor Initials _____
Date 7/26/18

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR 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

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.

Contractor Name:

7/26/2018
Date

James B. Snodgrass
Name: JAMES B. SNODGRASS
Title: EXECUTIVE DIRECTOR

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 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.

Contractor Name:

7/26/18
Date

James B. Snodgrass
Name: JAMES B. SNODGRASS
Title: EXECUTIVE DIRECTOR

Contractor Initials JBS
Date 7/26/18

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

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:

7/26/18
Date

James B. Snodgrass
Name: JAMES B. SNODGRASS
Title: EXECUTIVE DIRECTOR

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.

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:

7/26/18
Date

Name: James B. Snodgrass
Title: Executive Director

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:

7/26/18
Date

James B. Snodgrass
Name: JAMES B. SNODGRASS
Title: EXECUTIVE DIRECTOR

HEALTH INSURANCE PORTABILITY 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, TitleXIII, 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.

Contractor Initials

Date 7/26/18

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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 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.

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	Second START
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	JAMES B. SNODGRASS
Name of Authorized Representative	Name of Authorized Representative
Director	EXECUTIVE DIRECTOR
Title of Authorized Representative	Title of Authorized Representative
8/24/18	7/26/18
Date	Date

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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Date 7/26/18

Name: James B. Hodgrass
Title: Executive Director

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 DUNS number for your entity is: 17-037-27-91

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO X 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: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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.

Contractor Initials

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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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

Contractor Initials

Date 7/26/18