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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
GOVERNOR'S COMMISSION ON ALCOHOL & OTHER DRUGS

Lori A. Shibinette
Commissioner

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June 16, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into **Sole Source** amendments to existing contracts with the vendors listed below in **bold** for the continuation of Student Assistance Program services at the middle and high school levels, by increasing the total price limitation by \$1,200,431 from \$5,647,928 to \$6,848,359 and by extending the completion dates from June 30, 2021 to June 30, 2022 effective upon Governor and Council approval. 87.24% Federal Funds, 9.84% State General Funds and 2.92% Other Funds (Governor's Commission on Alcohol and Other Drugs).

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
North Country Health Consortium	158557	Littleton	\$900,000	\$277,400	\$1,177,400	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A) A2: 6/24/20, (Item #31A)
North Country Education Services	154707	Gorham	\$300,000	\$77,400	\$377,400	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A) A2: 6/24/20, (Item #31A)
Claremont School District SAU #6	177374	Claremont	\$109,440	\$46,500	\$155,940	O: 12/05/18, (Item #21) A1: 8/28/19, (Item #13) A2: 6/24/20, (Item #31A)

Monadnock Family Services	177510	Keene	\$148,296	\$47,178	\$195,474	O: 09/13/17, (Item #16) A1: 6/19/19, (Item #29A) A2: 6/24/20, (Item #31A)
Second Start	177224	Concord	\$577,991	\$304,101	\$882,092	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A) A2: 6/24/20, (Item #31A)
Rochester School District	177467	Rochester	\$300,000	\$77,400	\$377,400	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A) A2: 6/24/20, (Item #31A)
Manchester School District SAU #37	177323	Manchester	\$300,000	\$100,000	\$400,000	O: 12/5/18, (Item #21) A1: 6/19/19, (Item #29A) A2: 7/15/20, (Item #13)
Farmington School District	160001	Farmington	\$400,000	\$40,000	\$440,000	O: 09/13/17, (Item #16) A1: 6/19/19, (Item #29A) A2: 6/24/20, (Item #31A)
Franklin School District SAU #18	159863	Franklin	\$382,286	\$75,667	\$457,953	O: 09/13/17, (Item #16) A1: 6/19/19, (Item #29A) A2: 6/24/20, (Item #31A)
Raymond School District	159945	Raymond	\$399,935	\$77,390	\$477,325	O: 09/13/17, (Item #16)

SAU #33						A1: 6/19/19, (Item #29A) A2: 6/24/20, (Item #31A)
Laconia School District SAU #30	177240	Laconia	\$399,980	\$77,395	\$477,375	O: 09/13/17, (Item #16) A1: 6/19/19, (Item #29A) A2: 6/24/20, (Item #31A)
Seacoast Youth Services	203944	Seabrook	\$280,000	\$0	\$280,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15)
SAU 17 Sanborn School District	154453	Kingston	\$150,000	\$0	\$150,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 52 Portsmouth School District	177463	Portsmouth	\$280,000	\$0	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 43 Newport School District	159924	Newport	\$240,000	\$0	\$240,000	O: 12/5/18, (Item #21) A1:9/18/19, (Item #17) A2:7/15/20, (Item #13)
SAU 64 Milton School District	156682	Milton	\$200,000	\$0	\$200,000	O: 9/20/18, (Item #23) A1:7/10/19, (Item #15)
SAU 9 Conway School District	159846	North Conway	\$280,000	\$0	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
		TOTAL	\$5,647,928	\$1,200,431	\$6,848,359	

Funds are anticipated to be available in the following accounts for State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the contracts are being extended past the current completion date and there are no renewal options remaining. The contracts are due to expire on June 30, 2021 with the end of the Strategic Prevention Framework – Partnerships for Success grant. The Department is seeking to extend the current contracts for one year and plans to competitively bid services for State Fiscal Year 2023. The current contractors possess unique technical qualifications to fulfill the critical behavioral health prevention services that were stymied in State Fiscal Year 20201 due to the COVID-19 pandemic.

The purpose of this request is to continue Student Assistance Programming using the evidence-based Project Success program in twenty-two (22) schools. The Contractors will serve approximately 12,000 New Hampshire youth in high need communities with the goal of preventing and reducing underage drinking, high risk drinking and the use of non-medical prescription drugs including opioids and illicit drug use in State Fiscal Year 2022. Research demonstrates that substance misuse prevention education is most effective when delivered consistently over a course of five (5) or more years to affect.

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 Contractors 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 Contractors 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 New Hampshire Center for Excellence to improve the quality of services delivered to students and to collect data for the purposes of data-driven decision making for school-based prevention programming. While New Hampshire has made gains in reducing substance use and increase in the perception of risk, the State's rates are still higher when compared to national rates; especially as it relates to marijuana and the use of electronic nicotine devices.

The Department will monitor contracted services using the following criteria:

- 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.
- Increase in the percentage of students who report a high risk of harm for using substances (i.e., alcohol, marijuana, non-medical prescription drugs, heroin) on the Youth Risk Surveillance Survey (YRBS).
- Increase in the percentage of students who report their parents/caregivers and peers would disapprove if they used substances on the YRBS.
- 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, 12,000 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.

Area served: Statewide.

Source of Funds: CFDA #93,959, FAIN#s TI010035, TI083041 and TI083464; CFDA# 93.243, FAIN #SP020796

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,

A handwritten signature in black ink, appearing to read "Lori A. Shibinette". The signature is written in a cursive, flowing style.

Lori A. Shibinette
Commissioner

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
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**

CFDA #

93-959

FAIN

TI010035 and TI083041 and TI083464

And Settlement Funds

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	70,000	-	70,000
2022	072/500585	Community Grants	TBD	70,000	-	70,000
		Sub Total		231,049	-	231,049

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	15,035	-	15,035
2021	102/500731	Contracts for Program Services	92057502	50,000	-	50,000
2022	072/500585	Community Grants	92057502	50,000	-	50,000
2022	072/500585	Community Grants	TBD	-	-	-
		Sub Total		165,035	-	165,035

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
2021	102/500731	Contracts for Program Services	92057502	60,000	-	60,000

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

2022	072/500585	Community Grants	92057502	60,000	-	60,000
2022	072/500585	Community Grants	TBD	-	-	-
		Sub Total		240,000	-	240,000

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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	072/500585	Community Grants	92057502	-	-	-
2022	072/500585	Community Grants	TBD	-	277,400	277,400
		Sub Total		100,000	277,400	377,400

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District 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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	70,000	-	70,000
2022	072/500585	Community Grants	92057502	70,000	-	70,000
2022	072/500585	Community Grants	TBD	-	-	-
		Sub Total		231,049	-	231,049

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	11,276	-	11,276
2021	102/500731	Contracts for Program Services	92057502	37,500	-	37,500
2022	072/500585	Community Grants	92057502	37,500	-	37,500
2022	072/500585	Community Grants	TBD	-	-	-
		Sub Total		123,776	-	123,776

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	70,000	-	70,000
2022	072/500585	Community Grants	92057502	70,000	-	70,000
2022	072/500585	Community Grants	TBD	-	-	-
		Sub Total		231,049	-	231,049

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
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	25,000	-	25,000
2022	072/500585	Community Grants	92057502	-	-	-
2022	072/500585	Community Grants	TBD	-	104,101	104,101
		Sub Total		67,500	104,101	171,601

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	-	-	-
2020	102/500731	Contracts for Program Services	92052407	-	-	-
2021	102/500731	Contracts for Program Services	92052407	-	-	-
2022	102/500731	Contracts for Program Services	92052407	-	-	-
2022	072/500585	Community Grants	TBD	-	46,500	46,500
		Sub Total		-	46,500	46,500

Farmington School Dist. SAU 61

VE #160001-B001

PO #1069091

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	-	-	-
2020	102/500731	Contracts for Program Services	92052407	-	-	-
2021	102/500731	Contracts for Program Services	92052407	-	-	-
2022	102/500731	Contracts for Program Services	92052407	-	-	-
2022	072/500585	Community Grants	TBD	-	40,000	40,000
		Sub Total		-	40,000	40,000

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	-	-	-
2019	102/500731	Contracts for Program Services	92052407	-	-	-
2020	102/500731	Contracts for Program Services	92052407	-	-	-

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

2021	102/500731	Contracts for Program Services	92052407	-	-	-
2022	102/500731	Contracts for Program Services	92052407	-	-	-
2022	072/500585	Community Grants	TBD	-	75,667	75,667
		Sub Total		-	75,667	75,667

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	-	-	-
2019	102/500731	Contracts for Program Services	92052407	-	-	-
2020	102/500731	Contracts for Program Services	92052407	-	-	-
2021	102/500731	Contracts for Program Services	92052407	-	-	-
2022	102/500731	Contracts for Program Services	92052407	-	-	-
2022	072/500585	Community Grants	TBD	-	77,395	77,395
		Sub Total		-	77,395	77,395

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	-	-	-
2020	102/500731	Contracts for Program Services	92052407	-	-	-
2021	102/500731	Contracts for Program Services	92052407	-	-	-
2022	102/500731	Contracts for Program Services	92052407	-	-	-
2022	072/500585	Community Grants	TBD	-	100,000	100,000
		Sub Total		-	100,000	100,000

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	-	-	-
2019	102/500731	Contracts for Program Services	92052407	-	-	-
2020	102/500731	Contracts for Program Services	92052407	-	-	-
2021	102/500731	Contracts for Program Services	92052407	-	-	-
2022	102/500731	Contracts for Program Services	92052407	-	-	-
2022	072/500585	Community Grants	TBD	-	47,178	47,178
		Sub Total		-	47,178	47,178

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

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	-	-	-
2020	102/500731	Contracts for Program Services	92052407	-	-	-
2021	102/500731	Contracts for Program Services	92052407	-	-	-
2022	102/500731	Contracts for Program Services	92052407	-	-	-
2022	072/500585	Community Grants	TBD	-	77,400	77,400
		Sub Total		-	77,400	77,400

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	-	-	-
2019	102/500731	Contracts for Program Services	92052407	-	-	-
2020	102/500731	Contracts for Program Services	92052407	-	-	-
2021	102/500731	Contracts for Program Services	92052407	-	-	-
2022	102/500731	Contracts for Program Services	92052407	-	-	-
2022	072/500585	Community Grants	TBD	-	77,390	77,390
		Sub Total		-	77,390	77,390

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	-	-	-
2020	102/500731	Contracts for Program Services	92052407	-	-	-
2021	102/500731	Contracts for Program Services	92052407	-	-	-
2022	102/500731	Contracts for Program Services	92052407	-	-	-
2022	072/500585	Community Grants	TBD	-	77,400	77,400
		Sub Total		-	77,400	77,400
		SUB TOTAL PREVENTION		1,389,458	1,000,431	2,389,889

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG
& ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS
66% Federal Funds 34% General Funds
CFDA # 93-959
FAIN TI010035**

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	072/500585	Community Grants	92057502	-	-	-
2022	072/500585	Community Grants	TBD	-	200,000	200,000
		Sub Total		-	200,000	200,000
		SUB TOTAL GOV COMM		-	200,000	200,000

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG
& ALCOHOL SVCS, CLINICAL SVS
66% Federal Funds 34% General Funds
CFDA # 93-959
FAIN TI010035**

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	34,965	-	34,965
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		34,965	-	34,965

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District 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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	26,224	-	26,224
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		26,224	-	26,224

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		48,951	-	48,951

		SUB TOTAL CLINICAL SVS		208,042	-	208,042
--	--	-------------------------------	--	----------------	----------	----------------

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**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
2021	102/500731	Contracts for Program Services	92052407	46,500	-	46,500
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		109,440	-	109,440

Farmington School Dist SAU 61

VE #160001-B001

PO #1069091

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
2021	102/500731	Contracts for Program Services	92052407	100,000	-	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		400,000	-	400,000

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
2021	102/500731	Contracts for Program Services	92052407	91,143	-	91,143
2022	102/500731	Contracts for Program Services	92052407	-	-	-

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

	Sub Total		382,286	-	382,286
--	-----------	--	---------	---	---------

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
2021	102/500731	Contracts for Program Services	92052407	99,995	-	99,995
2022	102/500731	Contracts for Program Services	92052407	-	-	-
	Sub Total			399,980	-	399,980

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
2021	102/500731	Contracts for Program Services	92052407	100,000	-	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
	Sub Total			300,000	-	300,000

Monadnock Family Services

VE #177510-B001

PO #1058318

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

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
2021	102/500731	Contracts for Program Services	92052407	47,178	-	47,178
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		148,296	-	148,296

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
2021	102/500731	Contracts for Program Services	92052407	100,000	-	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		300,000	-	300,000

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
2021	102/500731	Contracts for Program Services	92052407	300,000	-	300,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		800,000	-	800,000

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
2021	102/500731	Contracts for Program Services	92052407	99,990	-	99,990

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		399,935	-	399,935

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
2021	102/500731	Contracts for Program Services	92052407	100,000	-	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		300,000	-	300,000

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
2021	102/500731	Contracts for Program Services	92052407	249,101	-	249,101
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		510,491	-	510,491

		SUB TOTAL PFS2		4,050,428	-	4,050,428
		TOTAL CONTRACT		5,647,928	1,200,431	6,848,359



New Hampshire Department of Health and Human Services Student Assistance Program

State of New Hampshire Department of Health and Human Services Amendment #3

This 3rd Amendment to the Student Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and North Country Health Consortium, (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 262 Cottage St., 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), as amended on June 19, 2019, (Item #29A), as amended on June 24, 2020, (Item #31A), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended 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, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,177,400
3. Modify Exhibit A, Scope of Services, Subsection 1.5, to read:
 - 1.5. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2022, and the Department shall not be liable for any payments for services provide after June 30, 2022, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2022-2023 biennium.
4. Modify Exhibit A, Scope of Services, Section 2, Scope of Work, Subsection 2.14., to read:
 - 2.14. The Contractor shall administer the 2022 Youth Risk Behavior Survey with students in grades 9 through 12 in the spring of 2022.
5. Modify Exhibit A, Scope of Services, Section 6, Deliverables, Subsection 6.1., to read:
 - 6.1. The Contractor shall administer the 2022 Youth Risk Behavior Survey with students in grades 9 through 12 in the spring of 2022.
6. Modify Exhibit B, Method and Conditions Precedent to Payment, by adding Section 11 as follows:
 11. The Contractor shall submit one (1) budget for State Fiscal Year 2022, for approval in a form satisfactory to the Department, no later than 10 days from the Effective Date, which

shall be retained by the Department. The Contractor shall:

- 11.1. Ensure approval is received from the Department prior to submitting invoices for payment.
 - 11.2. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
7. Modify Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1. to read:
- 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, Exhibit B-2, Amendment #2, and the budget approved by the Department in accordance with Section 11 of this Exhibit B, hereinafter referred to as Exhibit B-3, Amendment #3.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. 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

6/15/2021

Date

DocuSigned by:
Katja Fox

Name: ED9D05B04C63442... katja Fox
Title: Director

North Country Health Consortium

6/15/2021

Date

DocuSigned by:
Becky McEnany

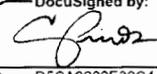
Name: 2364D4C7F8AD48D... Becky McEnany
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

6/15/2021

Date

DocuSigned by:


Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

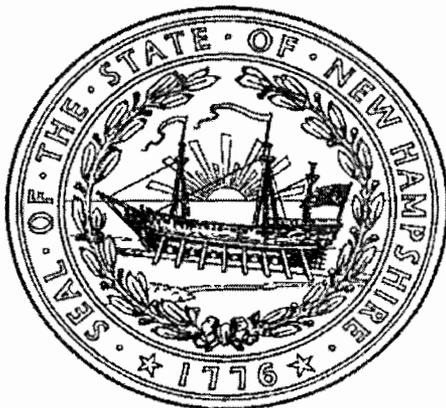
Department of State

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: **0005335098**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Michael Lee, do hereby certify that:

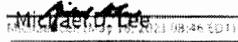
1. I am a duly elected Officer of North Country Health Consortium.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 9, 2021.

RESOLVED: *Be it resolved that 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 Executive Director 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. Becky McEnany is the Executive Director of the corporation.*

3. The forgoing resolutions have not been amended or revoked and remain in full force and effect as of the 17th day of May, 2021.
4. Becky McEnany is the duly appointed Executive Director of the Agency.

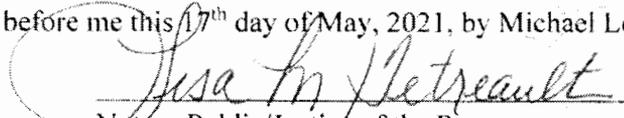
IN WITNESS WHEREOF, I have hereunto set my hand as the President of the North Country Health Consortium this 17th day of May, 2021.


Michael Lee (05/17/2021 08:46 EDT)

 Michael Lee, President

STATE OF NEW HAMPSHIRE
 COUNTY OF Cross

The forgoing instrument was acknowledged before me this 17th day of May, 2021, by Michael Lee.



 Notary Public/Justice of the Peace
 My Commission Expires: 11/14/23

North Country Health Consortium

Mission

"North Country Health Consortium leads innovative collaboration to improve the health status of the region."



**NORTH COUNTRY HEALTH
CONSORTIUM, INC. AND SUBSIDIARY**

CONSOLIDATED FINANCIAL STATEMENTS

SEPTEMBER 30, 2019 AND 2018

CONTENTS

	Page
INDEPENDENT AUDITOR'S REPORT	1 and 2
CONSOLIDATED FINANCIAL STATEMENTS	
Consolidated Statements of Financial Position	3
Consolidated Statements of Activities and Changes in Net Assets	4
Consolidated Statements of Functional Expenses	5 and 6
Consolidated Statements of Cash Flows	7
Notes to Consolidated Financial Statements	8 - 16
ADDITIONAL REQUIRED REPORTS	
Schedule of Expenditures of Federal Awards	17
Notes to Schedule of Expenditures of Federal Awards	18
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements in Accordance With <i>Government Auditing Standards</i>	19 and 20
Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance	21 and 22
Schedule of Findings and Questioned Costs	23
Summary Schedule of Prior Audit Findings	24



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, 2019 and 2018, 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.

- 1 -

A.M. PEISCH & COMPANY, LLP

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24 Airport Road
Suite 402
West Lebanon, NH 03784
(603) 306-0100

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, 2019 and 2018, 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 17, 2020, 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 17, 2020
VT Reg. No. 92-0000102

A.M. Peioch & Company, LLP

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2019 AND 2018

	2019	2018
ASSETS		
Current assets		
Cash and cash equivalents	\$ 947,618	\$ 687,847
Accounts receivable, net	-	-
Grants and contracts	1,011,598	966,962
Dental services	-	898
Certificates of deposit	126,701	126,065
Prepaid expenses	33,068	21,356
Restricted cash - IDN	2,340,257	1,987,216
Total current assets	<u>4,459,242</u>	<u>3,790,344</u>
Property and equipment:		
Computers and equipment	147,392	147,392
Dental equipment	10,815	32,808
Furnitures and fixtures	30,045	30,045
Vehicles	18,677	18,677
Accumulated depreciation	(181,007)	(170,735)
Property and equipment, net	<u>25,922</u>	<u>58,187</u>
Other assets		
Restricted cash - IDN	400,000	800,000
Total other assets	<u>400,000</u>	<u>800,000</u>
 Total assets	 <u>\$ 4,885,164</u>	 <u>\$ 4,648,531</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable	\$ 204,323	\$ 396,039
Accrued expenses	13,389	8,983
Accrued wages and related liabilities	354,015	265,717
Deferred revenue	2,849,839	1,854,420
Total current liabilities	<u>3,421,566</u>	<u>2,525,159</u>
Long-term liabilities		
Deferred revenue - Long term portion	400,000	800,000
Total long-term liabilities	<u>400,000</u>	<u>800,000</u>
 Total liabilities	 <u>3,821,566</u>	 <u>3,325,159</u>
Net assets		
Without donor restrictions	1,063,598	1,323,372
Total net assets	<u>1,063,598</u>	<u>1,323,372</u>
 Total liabilities and net assets	 <u>\$ 4,885,164</u>	 <u>\$ 4,648,531</u>

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, 2019 AND 2018

	2019	2018
Support:		
Grant and contract revenue	<u>\$ 4,956,424</u>	<u>\$ 5,017,825</u>
Revenue:		
Dental patient revenue	15,462	101,092
Fees for programs and services	1,733,329	1,455,860
Interest income	6,337	6,085
Other income	2,050	12,766
Total revenue	<u>1,757,178</u>	<u>1,575,803</u>
Total support and revenue	<u>6,713,602</u>	<u>6,593,628</u>
Program expenses:		
Workforce	2,201,736	3,263,756
Public health	108,996	198,719
Molar	103,152	219,335
Friendship house	2,390,474	1,654,782
CSAP	1,670,554	869,873
Total program expenses	<u>6,474,912</u>	<u>6,206,465</u>
Management and general	<u>495,512</u>	<u>485,028</u>
Total expenses	<u>6,970,424</u>	<u>6,691,493</u>
Loss on sale of property and equipment	<u>(2,952)</u>	<u>-</u>
Change in net assets	(259,774)	(97,865)
NET ASSETS, beginning of the year	<u>1,323,372</u>	<u>1,421,237</u>
NET ASSETS, end of the year	<u><u>\$ 1,063,598</u></u>	<u><u>\$ 1,323,372</u></u>

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2019

	Workforce	Public Health	Molar	Friendship House	CSAP	Total Program	Management & General	Total
Personnel:								
Salaries	\$ 969,231	\$ 72,859	\$ 72,634	\$ 1,454,659	\$ 831,437	\$ 3,400,820	\$ 306,627	\$ 3,707,447
Payroll taxes and employee benefits	186,721	15,348	13,385	296,250	156,563	668,267	47,097	715,364
Subtotal	<u>1,155,952</u>	<u>88,207</u>	<u>86,019</u>	<u>1,750,909</u>	<u>988,000</u>	<u>4,069,087</u>	<u>353,724</u>	<u>4,422,811</u>
Site expenses:								
Computer fees	10,804	830	990	17,033	8,027	37,684	4,468	42,152
Medical and pharmacy supplies, MOA	646,669	1,810	8,811	28,179	396,126	1,081,595	834	1,082,429
Office supplies	6,044	2,800	324	45,308	25,439	79,915	17,126	97,041
Food	-	-	-	74,719	-	74,719	-	74,719
Subtotal	<u>663,517</u>	<u>5,440</u>	<u>10,125</u>	<u>165,239</u>	<u>429,592</u>	<u>1,273,913</u>	<u>22,428</u>	<u>1,296,341</u>
General:								
Bad debts	-	-	-	12,153	-	12,153	-	12,153
Depreciation	-	-	3,134	3,735	-	6,869	20,443	27,312
Dues, memberships, education, and subscriptions	145,997	30	265	16,659	478	163,429	9,571	173,000
Staff development	1,299	626	201	293	1,449	3,868	262	4,130
Equipment and maintenance	20,044	-	-	4,597	14,128	38,769	2,517	41,286
Rent and occupancy	44,146	3,773	921	222,386	31,257	302,483	21,088	323,571
Insurance	5,520	1,188	930	7,989	4,371	19,998	5,213	25,211
Miscellaneous	24,114	-	(2,285)	2,502	13,183	37,514	5,969	43,483
Payroll processing fees	115	50	-	995	131	1,291	9,140	10,431
Postage	1,130	69	65	1,277	785	3,326	691	4,017
Printing	3,800	180	250	4,690	4,935	13,855	1,863	15,718
Professional fees	9,327	793	386	136,619	5,895	153,020	11,740	164,760
Training fees and supplies	36,593	2,983	83	11,655	73,172	124,486	13,586	138,072
Travel	50,677	4,704	2,094	22,416	50,437	130,328	7,139	137,467
Telephone	10,014	953	397	20,608	6,033	38,005	1,141	39,146
Vehicle expense	-	-	567	5,752	-	6,319	(162)	6,157
Event facility fees	29,491	-	-	-	46,708	76,199	9,159	85,358
Subtotal	<u>382,267</u>	<u>15,349</u>	<u>7,008</u>	<u>474,326</u>	<u>252,962</u>	<u>1,131,912</u>	<u>119,360</u>	<u>1,251,272</u>
Total expenses	<u>\$ 2,201,736</u>	<u>\$ 108,996</u>	<u>\$ 103,152</u>	<u>\$ 2,390,474</u>	<u>\$ 1,670,554</u>	<u>\$ 6,474,912</u>	<u>\$ 495,512</u>	<u>\$ 6,970,424</u>

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	Friendship House	CSAP	Total Program	Management & General	Total
Personnel:								
Salaries	\$ 987,365	\$ 115,572	\$ 112,796	\$ 1,102,500	\$ 377,817	\$ 2,696,050	\$ 281,983	\$ 2,978,033
Payroll taxes and employee benefits	185,492	20,750	21,938	191,092	70,231	489,503	48,518	538,021
Subtotal	<u>1,172,857</u>	<u>136,322</u>	<u>134,734</u>	<u>1,293,592</u>	<u>448,048</u>	<u>3,185,553</u>	<u>330,501</u>	<u>3,516,054</u>
Site expenses:								
Computer fees	16,218	1,186	3,392	14,158	4,688	39,642	3,161	42,803
Medical and pharmacy supplies, MOA	1,610,212	36,431	55,217	20,063	307,207	2,029,130	4,967	2,034,097
Office supplies	17,314	2,634	448	55,007	9,892	85,295	30,617	115,912
Food	-	-	-	58,405	-	58,405	-	58,405
Subtotal	<u>1,643,744</u>	<u>40,251</u>	<u>59,057</u>	<u>147,633</u>	<u>321,787</u>	<u>2,212,472</u>	<u>38,745</u>	<u>2,251,217</u>
General:								
Bad debt	-	-	-	12,847	-	12,847	-	12,847
Depreciation	-	-	6,869	-	-	6,869	26,613	33,482
Dues, memberships, education, and subscriptions	203,919	59	76	1,448	3,429	208,931	8,658	217,589
Education and training	2,108	-	140	-	1,050	3,298	45	3,343
Equipment and maintenance	22,299	-	544	3,787	-	26,630	2,420	29,050
Rent and occupancy	51,842	5,628	6,099	96,708	19,061	179,338	20,556	199,894
Insurance	5,364	972	1,173	5,254	1,902	14,665	5,016	19,681
Miscellaneous	-	-	219	6,757	975	7,951	-	7,951
Payroll processing fees	150	50	-	600	94	894	9,105	9,999
Postage	1,646	168	178	1,073	562	3,627	313	3,940
Printing	4,208	366	1,175	2,835	1,495	10,079	1,756	11,835
Professional fees	26,047	1,000	2,797	34,789	3,784	68,417	19,353	87,770
Training fees and supplies	53,602	914	1,000	10,580	9,968	76,064	4,758	80,822
Travel	47,224	2,806	1,475	26,851	27,947	106,303	8,423	114,726
Telephone	10,222	1,116	501	9,997	2,351	24,187	1,327	25,514
Vehicle expense	-	-	3,298	31	-	3,329	497	3,826
Event facility fees	18,524	9,067	-	-	27,420	55,011	6,942	61,953
Subtotal	<u>447,155</u>	<u>22,146</u>	<u>25,544</u>	<u>213,557</u>	<u>100,038</u>	<u>808,440</u>	<u>115,782</u>	<u>924,222</u>
Total expenses	<u>\$ 3,263,756</u>	<u>\$ 198,719</u>	<u>\$ 219,335</u>	<u>\$ 1,654,782</u>	<u>\$ 869,873</u>	<u>\$ 6,206,465</u>	<u>\$ 485,028</u>	<u>\$ 6,691,493</u>

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2019 AND 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (259,774)	\$ (97,865)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	27,312	33,482
Bad debt expense	12,153	12,847
Loss on sale of property and equipment	2,952	-
(Increase) decrease in operating assets:		
Accounts receivable - Grants and contracts	(56,789)	(431,418)
Accounts receivable - Dental services	898	(34)
Prepaid expenses	(11,712)	(11,396)
Restricted cash - IDN	46,959	(565,828)
Increase (decrease) in operating liabilities:		
Accounts payable	(191,716)	290,694
Accrued expenses	4,406	2,062
Accrued wages and related liabilities	88,298	111,263
Deferred revenue	595,419	269,155
Net cash provided (used) by operating activities	258,406	(387,038)
CASH FLOWS FROM INVESTING ACTIVITIES		
Reinvestment of certificates of deposit interest	(636)	(525)
Proceeds from sale of property and equipment	2,001	-
Net cash provided (used) by investing activities	1,365	(525)
Net increase (decrease) in cash and cash equivalents	259,771	(387,563)
Beginning cash and cash equivalents	687,847	1,075,410
Ending cash and cash equivalents	\$ 947,618	\$ 687,847

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.

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.

Friendship House – A residential facility to provide patient drug and alcohol treatment and recovery.

Following is a summary of the significant accounting policies used in the preparation of these consolidated financial statements.

Financial statement presentation

Financial statements presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, *Financial Statement of Not-for-Profit Organizations* and the provisions of Accounting Standards Update (ASU) No. 2016-14, *Not-For-Profit Entities: Presentation of Financial Statements of Not-or-Profit Entities*. Under ASU No. 2016-14, the Organization is required to report information regarding its financial position and activities according to two classes of net assets; net assets without donor restrictions and net assets with donor restrictions. The Organization had no net assets with donor restrictions at September 30, 2019 and 2018.

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.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

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.

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.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)**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.

For the years ending September 30, 2019 and 2018, these amounts were restricted as follows:

	2019	2018
Administration fee to the Organization	\$ 800,000	\$ 1,200,000
Distributions to participants	<u>1,940,257</u>	<u>1,587,216</u>
	<u>\$ 2,740,257</u>	<u>\$ 2,787,216</u>

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 \$0 and \$598 as of September 30, 2019 and 2018, respectively, and an allowance for doubtful accounts for grants and contracts of \$25,000 and \$12,847 as of September 30, 2019 and 2018, 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 .50% to .55%, and mature at various dates through September 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.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

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 \$27,312 and \$33,482 for the years ended September 30, 2019 and 2018, respectively.

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 two classes of net assets: without donor restrictions and with donor restrictions.

Net assets without donor restrictions – consist of unrestricted amounts that are available for use in carrying out the mission of the Organization.

Net assets with donor restrictions – 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 net assets with donor restrictions at September 30, 2019 and 2018.

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 years ended September 30, 2019 and 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, 2019 and 2018.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

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, 2016 through September 30, 2019 are open to examination by the taxing authorities under the applicable statute of limitations.

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.

Change in accounting principle

The Organization adopted the provisions of ASU No. 2016-14, *Not-For-Profit Entities: Presentation of Financial Statements of Not-For-Profit Entities* during fiscal year 2019. The ASU was issued to improve reporting by not-for-profit entities in the areas of net asset classifications and information provided about liquidity. Upon adoption of this standard the Organization has disclosed classifications of net assets in Note 1, and disclosed information about liquidity and availability in Note 8 of the financial statements. There is no effect on the change in net assets for the 2019 and 2018 fiscal years.

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. 2016-18, *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. Cash balances at the institutions did not exceed federally insured limits as of September 30, 2019, but may have exceeded the limits during the year. Management believes the Organization is not exposed to any significant credit risk on cash as of September 30, 2019.

The Organization manages 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, 2019.

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.

The Organization operates the 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.

The Organization leases satellite offices in Lebanon, NH, Berlin, NH, Tamworth, NH, Woodsville, NH, and Conway, NH under month-to-month operating lease agreements.

In addition, the Organization leases various copiers with lease terms ranging from thirty-six months to sixty months, expiring on various dates through March 2023.

Future minimum rental payments under lease commitments are as follows:

Year Ended September 30,	
2020	\$ 341,896
2021	243,916
2022	234,985
2023	117,492
Thereafter	-
	<u>\$ 938,289</u>

Lease expense for the aforementioned leases was \$323,073 and \$132,746 for the years ended September 30, 2019 and 2018, respectively.

Note 4. Deferred Revenue

The summary of the components of deferred revenue as of September 30, are as follows:

	2019	2018
Deferred Revenue - IDN	\$ 2,992,839	\$ 2,387,744
Deferred Revenue - Other	<u>257,000</u>	<u>266,676</u>
Total	<u>\$ 3,249,839</u>	<u>\$ 2,654,420</u>

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. Line of Credit

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, of which all is unused. 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.

Note 6. 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 2019 and 2018.

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 \$279,120 and \$898,736 for the years ended September 30, 2019 and 2018, respectively. Outstanding amounts due to these organizations as of September 30, 2019 and 2018 amounted to \$200 and \$33,214, respectively. Outstanding amounts due from these organizations as of September 30, 2019 and 2018 amounted to \$1,000 and \$5,210, respectively.

Note 7. 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, 2019 and 2018 were \$77,366 and \$61,990, respectively.

Note 8. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise of the following:

Cash and cash equivalent	\$ 947,618
Accounts receivable, net	
Grants and contracts	1,011,598
Certificates of deposit	<u>126,701</u>
	<u>\$ 2,085,917</u>

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures. In the event of further liquidity needs, the Organization could draw upon \$500,000 of an available line of credit as described in Note 5.

Note 9. 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 10. 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 11. Reclassifications

Certain reclassifications have been made to the financial statements for the year ended September 30, 2018 to conform with the current year presentation.

Note 12. Subsequent Events

On March 11, 2020, the World Health Organization declared the outbreak of a coronavirus (COVID-19) a pandemic. As a result, economic uncertainties have arisen which are likely to negatively impact the Organization's financial operations. Other financial impact could occur though such potential impact is unknown at this time.

The Organization has evaluated subsequent events through March 17, 2020, the date the financial statements were available to be issued.



**NORTH COUNTRY HEALTH
CONSORTIUM, INC. AND SUBSIDIARY**

ADDITIONAL REQUIRED REPORTS

September 30, 2019

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2019

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				
<i>Direct Programs:</i>				
Network Development	93.912	D06RH28031		\$ 426,829
Rural Health Care Services Outreach Program (Opioid)	93.912	D04RH31641		185,022
Rural Health Opioid Program	93.912	H1URH32387		157,548
Rural Communities Opioid Response Implementation	93.912	GA1RH33527		<u>5,367</u>
				<u>774,766</u>
Rural Communities Opioid Response (Planning)	93.211	G25RH32457		<u>200,000</u>
Drug-Free Communities (SAMHSA)	93.276	1H79SP021539-01		<u>129,144</u>
<i>Total direct programs:</i>				<u>1,103,910</u>
<i>Passed through the State of New Hampshire:</i>				
Public Health Emergency Preparedness	93.074		U90TP000535	50,487
Disaster Behavioral Health Response Teams	93.074		U90TP000535	3,613
Hep A Vaccination	93.074		U90TP000535	8,228
Lead	93.074		U90TP000536	1,877
MRC	93.074		U90TP000536	<u>2,160</u>
				<u>66,365</u>
SAP	93.243		SP020796	212,061
Young Adult Strategies	93.243		SP020796	84,044
Young Adult Leadership	93.243		SP020796	<u>5,833</u>
				<u>301,938</u>
School-Based Immunization	93.268		H23IP00757	<u>10,103</u>
Continuum of Care	93.959		TI010035-14	34,813
Continuum of Care	93.959		TI010035	12,069
Substance Misuse Prevention	93.959		TI010035-14	60,300
Substance Misuse Prevention	93.959		TI010035	18,829
Student Assistance Program Federal Block Grant	93.959		TI010035	96,238
Public Health Advisory Council	93.959		TI010035	1,370
Substance Use Disorder (Friendship House)	93.959		TI010035-14	107,410
Substance Use Disorder (Friendship House)	93.959		TI010035	<u>36,190</u>
				<u>367,219</u>
Substance Use Disorder (Friendship House - SOR)	93.788		H79T10S16W	206,100
Substance Use Disorder (Friendship House - SOR)	93.788		H79T1081685	<u>68,700</u>
				<u>274,800</u>
Community Health Workers	93.757		NU58DP004821	<u>31,807</u>
Public Health Advisor Council	93.758		B010T00937	<u>12,306</u>
Public Health Advisory Council	93.991		NB10T009205-01-01	<u>2,077</u>
<i>Total passed through the State of New Hampshire:</i>				<u>1,066,615</u>
<i>Passed through the University of Dartmouth Area Health Education Center:</i>				
AHEC Supplement	93.107		U77HP03627-15-01	18,916
Area Health Education Centers	93.107		U77HP03627-09-01	<u>83,379</u>
				<u>102,295</u>
<i>Passed through the University of New Hampshire:</i>				
Practice Transformation Network	93.638		Agreement #16-039	<u>437,995</u>
Total Expenditures of Federal Awards				<u>\$ 2,710,815</u>

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, 2019**

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, 2019. 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 minimis 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, 2019, 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 17, 2020.

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.

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 17, 2020
VT Reg. No. 92-0000102

A.M. Peitch & 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, 2019. 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 statutes, 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.

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, 2019.

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 17, 2020
VT Reg. No. 92-0000102

A.M. Peisch & Company, LLP

**NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY**

**Schedule of Findings and Questioned Costs
For the Year Ended September 30, 2019**

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 – Rural Health Care Services: Network Development, Rural Healthcare Services Outreach Program(opioid), Rural Health Opioid Program and Rural Communities Opioid Response Implementation (CFDA Number 93.912).
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, 2019.

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, 2019.

**NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY**

**Summary Schedule of Prior Audit Findings
For the Year Ended September 30, 2019**

2018 and 2017 – AUDITs OF MAJOR FEDERAL AWARD PROGRAMS

2018: There were no reported findings related to the audit of the major federal program for the year ended September 30, 2018.

2017: There were no reported findings related to the audit of the major federal program for the year ended September 30, 2017.

NCHC Board

President (O)

Michael Lee

President, Weeks Medical Center

Vice President (O)

Ken Gordon

CEO, Coos County Family Health

Treasurer (O)

Suzanne Gaetjens-Oleson

Regional Mental Health Administrator, Northern Human Services

Secretary (O)

Karen Woods

Administrative Director, Cottage Hospital

MaryAnne Aldrich

Director of Community Relations and Development, North Country Home Health and Hospice

Scott Colby

President & CEO, Upper Connecticut Valley Hospital

Ed Duffy

Executive Vice President, Littleton Regional Healthcare

Ken Gordon

CEO, Coos County Family Health Services

Sergio Zullich, PharmD.

Interim CEO, Indian Stream Health Center

Tara MacKillop

Executive Director, Androscoggin Valley Home Care Services

Michael Peterson

President and CEO, Androscoggin Valley Hospital

Jeanne Robillard

CEO, Tri-County Community Action Program

LAURA HOSLEY

[REDACTED]

M.S., Applied Management, Lesley University, Cambridge, MA, 1988, Thesis: Implementing a Management Information System at New England Fellowship for Rehabilitation Alternatives, Inc.

B.A., Double Major: Psychology/Education, University of RI, Kingston, RI, 1980

Certified Reality Therapist, Institute of Reality Therapy, Los Angeles, CA, 1985

Certified Student Assistance Counselor, Rhode Island Board for Certification of Chemical Dependency Professionals, 1993

Certified Athletic Coach, RI Department of Education, 2009

Certified Associate Prevention Specialist, RI Certification Board, 2013

Certified Prevention Specialist, RI Certification Board, 2015

Certified Prevention Specialist, New Hampshire Certification Board, 2017

HONOR: Advocate of the Year, Community Anti-Drug Coalitions of America (CADCA) (national award), 2012

WORK HISTORY

COASTLINE EAP, STUDENT ASSISTANCE SERVICES, Warwick, RI, 2017 – present
Student Assistance Counselor

- Engage students, faculty, administration, parents and community in substance abuse prevention and intervention activities through outreach, groups, education, assessment and referrals.
- Provide crisis intervention, guidance, support and counseling to students

NORTH COUNTRY HEALTH CONSORTIUM, Littleton, NH, 2015 - 2017, 2020 - present
Continuum of Care Facilitator

Promoted the utilization of resiliency and recovery-oriented systems of care, including assessing substance use disorder services within Northern NH and developing mechanisms to coordinate efforts between key prevention, intervention, treatment and recovery stakeholders.

Student Assistance Counselor Coordinator

Oversee the eight Student Assistance Program counselors in the North Country of NH, including organizing learning collaborative, ensuring reporting is complete, offering guidance and support.

COASTLINE EAP, STUDENT ASSISTANCE SERVICES, Warwick, RI 2004 – 2015

Director of Community Prevention

Directed the Town of North Kingstown's Drug Free Communities grant and the State Block Grant for the City of Central Falls. Managed the Strategic Prevention Framework State Incentive grants for the City of Warwick and the Towns of Bristol and North Kingstown. Ensured that the needs assessment, strategic planning, program implementation, capacity building and evaluation components were carried out. Utilized evidence-based strategies to influence policy development and advocate for change.

Manager of Prevention and Cessation Services

Collaborated with the RI State Departments, Association of School Principals, non-profits, community-based organizations, etc. in developing, supporting and/or endorsing needs assessments, policies, on-line course and evidence-based substance abuse prevention curricula. Expanded smoking cessation services in RI schools.

JAMESTOWN PREVENTION COALITION, Jamestown, RI

1993 – 2015

Coordinator

Recruited and motivated volunteers to serve on board; collaborated with local and state staff and administrators, town departments, and citizens; provided outreach, environmental interventions and education to community members; prepared budgets and reports, provided resources by researching and submitting grant applications.

CANCER PREVENTION RESEARCH CENTER, Kingston, RI

2001 – 2004

Project Manager/Community Coordinator (Research Associate III) for five grants:

- School Computer Programs for Teens for Six Cancer Risks
- Environmental Methods for Reducing College Drinking
- Evaluating Multiple Cancer Risk Behavior Interventions Among Parents
- Computerized Population Programs for Cancer Risks
- Individual and Campus Wide Interventions to Increase Donation Intentions
- Among African American Collegiate Students

Developed relationships with behavioral science researchers, educational and community agencies; actively participated in grant management meetings; provided administrative/ technical support as needed; collaborated with project personnel, including graduate students, to coordinate logistics; and produced reports.

Interim Business Manager for Cancer Prevention Research Center

Coordinated payroll and purchasing; participated in PeopleSoft trainings; prepared grants for submission; and prepared budgets.

COASTLINE EAP, STUDENT ASSISTANCE SERVICE, Warwick, RI

1993 – 2001

Student Assistance Counselor

Engaged students, faculty, administration, parents and community in substance abuse prevention and intervention activities through outreach, groups, education, assessment and referrals.

Employee Assistance Case Manager

Completed intakes, assessments, referrals and case management.

CHILD AND FAMILY SERVICES OF NEWPORT COUNTY, Newport, RI

1990 – 1993

Student Assistance Counselor/Addiction Counselor

Implemented the student assistance program through outreach, psycho-educational groups, intervention and referrals; provided clinical substance abuse assessment and treatment to individuals and families.

CHANNEL ONE WARWICK, Warwick, RI, 1989 – 1990
Coordinator, East Greenwich Substance Abuse Services
Coordinated substance abuse education, intervention and referrals. Served as the liaison between the schools and the police.

NEW ENGLAND FELLOWSHIP FOR REHABILITATION ALTERNATIVES, INC. (FELLOWSHIP HEALTH RESOURCES), Providence, RI 1981 – 1989
Mental Health Counselor/Assistant Director/Director, Westwick House
Provided staff orientation, training and clinical supervision; maintained relationships with agencies; produced budget, data and reports.

COMMUNITY AFFILIATIONS

Founding Member, Jamestown Youth Organization/Conanicut Community Coalition/Friends of Jamestown Youth, 1995 – 2015

President/Advisor, Jamestown Parent Teacher Organization, 1998 – 2002

Member, Advisory Committee, RI Drug and Alcohol Treatment Association, 2000 – 2009

Member, URI/Narragansett Coalition, 2003 – 2004

Member, University of RI Health Promotion Partnership Team/Alcohol Team, 2004

Member, RI Tobacco Control Network/Tobacco Free RI, 2004 – 2015

Member, Community Advisory Board, “Choices” Project, Brown University Center for Alcohol and Addiction Studies, 2005

Member, Jamestown Wellness Council, 2006 – 2010

Member, Superintendent and Athletic Director Search Committees, North Kingstown School Department, 2007 – 2009

Member, Enforcing Underage Drinking Laws Advisory Committee, 2008 - 2015

Assistant/Head Coach, North Kingstown High School Girls Junior Varsity and Unified Varsity, and Blast Academy Boys Volleyball Teams, 2009 – 2011

Member, North Kingstown Wellness Council, 2013 - 2015

Volunteer Coach, Central Falls Unified Volleyball Team, 2017 – 2020

Member, Central Falls Prevention Coalition, 2013 – 2015, 2017 to present

Bob Thompson

Objective

Continue pursuing a career in the education, substance misuse prevention, and behavioral health fields that improves the lives of others, provides professional fulfillment, and is compatible with personal lifestyle interests.

Experience

Senior Program Manager

North Country Health Consortium
Littleton, NH
September 2019 – Present

Responsible for all management and oversight responsibilities associated with the Consortium's Substance Misuse Prevention portfolio.

Director, Office of Student Wellness

Berlin Public Schools
Berlin, NH
April 2015 – September 2019

Manage SAMHSA funded Project AWARE, Systems of Care Wraparound Services, and Restorative Justice grant programs. Direct all Office of Student Wellness related activities.

Program Manager

North Country Health Consortium
Littleton, NH
March 2007 – April 2015

Responsible for all management level responsibilities associated with the Consortium's Substance Misuse Prevention portfolio.

Programs Manager

Tri-County Community Action Programs
Alcohol and Other Drug Division
Berlin, NH
October-1997 - March-2007

Managed all Impaired Driver Intervention Programs; developed and managed *Adolescent Substance Abuse Prevention (ASAP)* program in Carroll, Coos, and northern Grafton County district courts.

Education

Bachelor of Science

San Diego State University - 1979

Major: Geography/Environmental Studies
Minor: Biology/Conservation

Master of Science

Granite State College – 2014

Leadership/Project Management

Skills and Credentials

Certified Prevention Specialist, 2012 – present; Positive Behavioral Interventions and Supports Trained Trainer Program at University of Connecticut, 2016-17; Board Certified Behavioral Analyst education program, Florida Institute of Technology 2017; Selectman, Town of Jackson, 2012 – 2019.

CATHY ROY

SUMMARY

Astute professional with 15 plus years of experience in accounting and management within non-profit health education/substance abuse, academic research administration, resort & hospitality and manufacturing settings. Demonstrated expertise in both front and back of house systems, accounting and financial reporting systems.

EXPERIENCE

North Country Health Consortium, Littleton, NH

Director of Finance

03/2020 to present

- Oversee all finance department activities including budgeting, financial forecasting, financial reporting requirements, and cash flow for administration, existing programs, and proposed new programs and services.
- Review and approve preparation and finalization of monthly and annual financial reporting materials and metrics for CEO and Board of Directors.
- Coordinate all activities for financial, federal, state and worker's compensation audits.
- Partner with CEO on the organization's financial, budgeting, and administrative processes.
- Supervise Finance Team and serve as liaison between finance team and CEO.
- Monitor insurance coverages.
- Monitor clinical service insurance claim billing and collections.
- Assist with payroll and benefit oversight.
- Collaborate with senior leadership to review and update Financial Policies and Procedures.

Financial Controller

01/2019 to 03/2020

- Direct supervision of Finance staff (Payroll/Benefits Admin, Accounts Payable, Accounts Receivable, Purchasing)
- Preparation and oversight of all finance related audits in collaboration with CFO.
- Monthly financial reports to CFO, provide direct oversight to Finance team to adhere to monthly schedule to produce timely and accurate reporting.
- Assist with oversight of clinical service insurance claim billing and collections.
- Collaborate with CFO in preparation of monthly, quarterly and annual reporting requirements by funders.
- Responsible for the application of all NCHC Policies, including the Finance Procedures Manual and applicable State and Federal guidelines.
- Assist with the creation of budgets for new, existing and potential revenue streams from outside funders. Assist with the annual organization wide budget preparation in coordination with Finance Team input including managing the timeline.

ARC MECHANICAL CONTRACTORS, Bradford, VT

Controller

04/2018 to 08/2018

- Manage weekly cash flow to correspond with business levels utilizing line of credit vs receivables.
- Process month end including payroll - produce financial statements – income statement, cash flow, balance sheet for submission to funding representatives.
- Produce reports associated with percent of completion on all open HVAC projects – job cost monitoring.
- Oversee contract billing – communication with project managers to assess amount to bill and forecast completion for work in process reports.
- Collection efforts for delinquent Accounts Receivable.

DARTMOUTH COLLEGE, Hanover, NH

Operations Director - Biomedical Data Science Department

07/2015 to 03/2018

- Financial Planning & Budgeting - develop plan for group/research team's financial goals working with departmental and division senior leadership. Working with the Dean's Office, the Office of Sponsored Projects,

Office of Finance to implement processes and procedures for successfully monitoring and streamlining the research objectives.

- Analyze on-going and planned research, available funding, anticipated fluctuations in funding, staffing and other resources to project current and long-term financial needs.
- Grant administration including budget development, creating the financial components of faculty grant applications for submission to federal, state and private agencies with a focus on large multi-center \$12 to \$18 million federal projects. Manage the departmental portfolio of approximately \$48m (over a 5-year span).
- Translate research plans into scope of work; identify areas in which costs will be incurred and develop estimates for such costs, manpower, equipment, supplies, communications, travel, etc.
- Manage the work of administrative and research staff in preparing and submitting grant applications. Ensure that all components are accurately and properly prepared and submitted timely.
- Develop recruitment packages and act as the department contact for potential recruits. Oversee recruitment of research personnel as required by principal investigators. Work in conjunction with the Dean's office on the promotion timeline and submission of faculty promotion package.

Administrative Officer - CFMED - Section of Biostatistics/Epidemiology

10/2013 -07/2015

- Oversee staff that prepare and process payables, deposits, journal transfers and labor distribution updates. Supervise the reconciliation of monthly financial reports and the resolution of discrepancies.
- Pre-award administration responsibilities include developing research proposals, negotiating and executing grants and contracts, working directly with faculty and staff to submit proposals, and educating faculty on best practices and compliance of sponsored research.
- Post-award administration duties include grant and contract compliance, reviewing financial reports, monitoring time and effort certifications, completing RPPR reports, and grant budget preparation.

BURKE MOUNTAIN, East Burke, VT

Controller/HR Manager

08/2007 to 07/2013

- Executive management team member responsible for guiding the resort's resources and personnel towards the goals and initiatives set by the Development Company.
- Preparation of annual business plan along with direction of budget process with upper management and their direct reports.
- Educate staff on use of budget templates along with labor schedule tools to produce accurate budgets and forecasts.
- Develop and distribute trend analysis to management to assist in budgeting and forecasts.
- Responsible for all payroll management, including hiring, training, and orientation.
- Direct staff on use of system including report analysis.
- Negotiation of benefit package along with administration of all facets including workers compensation.
- Development of forecasting tool in conjunction with sql contractor to be used by management to monitor daily/weekly/month to date business levels compared to prior year(s) and budget.
- Cash flow preparation for both operations and development requirements reflecting the actual revenue.

EDUCATION

Keene State College, Keene, NH 1979-1983

B.S: MANAGEMENT PERSONNEL ADMINISTRATION 05/1983

Granite State College (formerly CLL), NH 1992-1996

B.S. Accounting 05/1996

Kristen G. van Bergen-Buteau, CPHQ

OBJECTIVE

To serve as a leader within the community, with a focus on improving the quality of healthcare and education for North Country residents.

EDUCATION

- 2020 – Present University of New Hampshire, Master of Arts, Community Development Policy & Practice (anticipated graduation September 2021)
- 2016 – Present Neil & Louise Tillotson Fund's Community Practitioners' Network & Community Weave Team
- 1997 – 2000 USNH College for Lifelong Learning, Bachelor of Science, Behavioral Science
- 1998 – 1999 International 4-H Youth Exchange Delegate to the Netherlands (June 1998 - March 1999)
- 1994 – 1997 University of New Hampshire Bachelor of Science general studies
- 1991 – 1994 WMRHS Graduate, Salutatorian

CERTIFICATIONS

- 2008 – Present Certified Professional in Healthcare Quality (CPHQ)
- 2015 – Present American Heart Association BLS certification

WORK EXPERIENCE

- 2019 – Present Director of Workforce Development & Public Health Programs, North Country Health Consortium
- Senior Program Manager, June 202 - March 2021
 - IDN Program Manager, Feb 2019 - June 2020
 - Overall program management for the Integrated Delivery Network (IDN), Northern NH Area Health Education Center (NNH AHEC), and North Country Public Health Network (NC PHN) programs, including budgets, funding process, development and submission of all required program reports, and partner agreements to ensure program deliverables are completed
 - Supervise IDN, NNH AHEC and NC PHN program staff; participate in NCHC leadership meetings
 - Evaluate and assess program strengths, identify areas for improvement and implement interventions to ensure that program goals are achieved
 - Operationalize project plan to ensure timely achievement of deliverables and milestones
 - Foster partner engagement to build upon the successful innovative collaboration to improve the health status of the region
 - Build positive relations within the team and external parties by keeping all stakeholders up-to-date with relevant project information, communicating to ensure maximum efficiency and participating as a team member to complete program deliverables
 - Coordinate with staff from other NCHC program areas to ensure collaborative opportunities are identified and regional progress is reflected in program reports
- 2020 – Present Community Weaver, Niel & Louise Tillotson Fund Relief & Resiliency Program
- Collaboration in genuine solidarity with partners in Coös County and bordering communities in NH to build community and support a more resilient, prosperous region during and after the COVID-19 pandemic, with a focus on community resilience-building and related innovation
 - Participation in the design of this new program, including the clarification of desired outcomes to the work, and development of funding recommendations to the Tillotson Fund Advisors
 - Development of a thought partnership with a range of local community builders through which input is gathered informally and formally from across the region, creating solutions to problems and taking calculated risks in the name of achieving specific outcomes
 - Improvement of connections that serve the region, including identification of adaptations that have resulted from the COVID-19 pandemic which should be sustained because they hold

- promise for providing critical community services and building long-term resilience
 - Participation in learning exchanges to better understand approaches that accelerate and deepen community resilience and how existing power structures reinforce an imbalance of wealth and opportunity in the region, leveraging the learning to inform the Fund's strategic planning process
 - Evaluation and assessment of program strengths, identification of areas for improvement and implementation of interventions to ensure that program goals are achieved
- 2009 – 2019 Assistant Director, Quality Services, Littleton Regional Healthcare
- Provided day-to-day operational oversight for the Quality Services Department, including budgeting, management of personnel and delegation of tasks
 - Oversaw and coordinated facility programs for Risk Management, Corporate Compliance, Patient Safety, Quality Improvement, Patient Relations, Customer Service, survey readiness activities for state and federal licensing activities
 - Chair, Ethics Committee
 - Coordinator, LRH Family Support Team
 - Facilitated North Country Transitions in Care team monthly meetings
 - Represented LRH at North Country Healthcare workgroups for Quality, Compliance, Risk Management and Privacy
 - Served as facility point of contact for population health initiatives, including Accountable Care Organization, Integrated Delivery Network and Community Care Organization work
 - Assisted in the implementation of leadership and cultural development programs
 - Provided orientation to LRH culture to all new hires for the organization
- 2005 – 2009 Data Specialist & Executive Administrative Support, Quality Services, Littleton Regional Hospital
- Provided executive support to the Chief Administrative Officer/Chief Nursing Officer and CEO
 - Assisted in coordination, development, implementation, continuation and follow-up of projects developed by Quality Services and Department Leaders, including the coordination of data collection, analysis and reporting for identified quality improvement initiatives
- 2003 – 2005 Training and QA Staff Coordinator, Patient Access Services, Littleton Regional Hospital
- 2002 – 2003 Emergency Department Registrar, Littleton Regional Hospital
- 1999 – 2000 Clinical Lab Clerk, Weeks Medical Center
- 1997 – 1999 Cashier, Rite Aid Corporation
- Junior Level Management (Key Cashier) promotion 12/97
- 1995 – 1997 Resident Advisor, UNH Department of Residential Life, Durham, NH,
- 1992 – 1997 McDonald's Restaurant, Lancaster, NH
- Member of the Customer Service Committee 1993 - 1994

VOLUNTEER/COMMUNITY SERVICE EXPERIENCE

- 2018 – Present SAU 36 School Board Member, Lancaster Representative
- Educational Programming & Curriculum Committee
 - Personnel Committee
 - Policy Committee
 - Strategic Planning Committee
- 2019 – Present Parent Volunteer, Girl Scouts USA Troop 30356
- 2017 – Present Scouting BSA Troop 219, Lancaster NH
- Troop Committee Member
 - Advancement Coordinator
 - Merit Badge Counselor
- 2015 – 2016 Member, SAU 36 Ad Hoc Strategic Planning Committee
- 2012 – 2017 Hospice volunteer for North Country Home Health & Hospice Agency
- 2009 – 2020 Member, Littleton Regional Healthcare Family Support Team
- 2007 – 2020 Member, Weeks Medical Center Family Support Team

REFERENCES

Available upon request

Becky McEnany, MA

Professional Experience

Over 30 years in healthcare and public health with the last 14 years serving in a leadership capacity for NH non-profits with specific focus on Grafton, Coos, and Carroll Counties.

Professional History

North Country Health Consortium, Littleton, NH

Executive Director, March 2021 Present

Interim CEO, May 2020-February 2021

Director of Quality and Operations, October 2018- April 2020

- Serve on Senior Leadership Team
- Supervise operations at all NCHC locations.
- Responsible for all quality improvement efforts including identification of areas for improvement, data collection, data analysis, quarterly and annual reports, and performance improvement plan.
- Led CARF accreditation of Residential, Intensive Outpatient, and Outpatient Programs resulting in 3 -year accreditation. Responsible for all CARF NCHC Organizational annual plans and reports.

Program Director, March 2015-September 2018

- Responsible for NCHC's Healthcare Quality Improvement Programs and Practice Transformation Network, NCHC's only statewide initiative. Serve on both New Hampshire and New England leadership teams.

Program Coordinator, January 2014-February 2015

- Responsible for supervision and implementation of Ways2Wellness obesity reduction initiative with participating North Country Federally Qualified Health Centers.
- Managed Northern NH Chronic Disease Self-Management Program including support to local leaders, workshop promotion, data collection and analysis, and membership on the New Hampshire Chronic Disease Self-Management leadership team.

National Alliance on Mental Illness, Concord, NH

Community Educator and Prevention Specialist, Connect Suicide Prevention Program, August 2006-January 2014

- Member of Connect Suicide Prevention and Connect Postvention training teams providing national best practice suicide prevention and postvention training throughout the United States. Developed National Best Practice two-day speaking program, *SurvivorVoices*.
- Developed resources and coordinated the NH Survivor of Suicide Loss network, support group development, speaker training, statewide teleconference coordination, and statewide printed annual survivor newsletter and monthly E-news.
- Served on NH State Suicide Prevention Council Communications Committee promoting responsible reporting.
- Wrote and implemented federal and local grants.

Self Employed

Managed Care Consultant, 1998- 2002

- Trained medical and behavioral health practices in recruitment strategies, marketing, managed care requirements, billing, and effective communication with referral sources.

Concentra Managed Care, Bedford, NH

Marketing Specialist/ Medical Case Manager, 1994- 1998 and 1987-1989

- Responsible for forty major accounts specializing in workers' compensation managed care and long-term disability clinical case management

Center for Occupational Medicine, Greater Washington Rehabilitation Center Silver Spring, MD

Director, 1991- 1994

- Developed and managed a new CARF accredited out-patient rehabilitation facility from the ground up including budget, staffing, policy and procedure development, and supervision and training of multidisciplinary treatment team.

Pain Rehabilitation Center, HCA Portsmouth Regional Hospital, Portsmouth, NH

Clinical Coordinator, 1989 -1991

- Coordinated treatment team, patient recruitment and education, and case management of injured workers, including multidisciplinary counseling and therapies.
- Developed and implemented marketing and CARF accreditation strategy.

Region 10 Client Management, Plaistow, NH

Vocational Supervisor, 1986-1987

- Supported clients with developmental disabilities in vocational placements.

Education

Certificate in Financial Management of Non-Profits, anticipated 6/21, Cornell, Utica, NY
MA, Personal and Organizational Wellness, 2014, Plymouth State University, Plymouth, NH
BA, Psychology, 1985, Bates College, Lewiston, ME

Board and Volunteer Service

- Legislative Sub-committee Member, State Health Improvement Plan, May 2020-Present
- Board Member, Northern Human Services, 2016-2020
- Secretary, Executive Committee, Northern Human Services, 2018-2020
- Certified Dog Therapy Team, Helping Paws, 2015-Present

Awards

- Citation from NH Governor John Lynch in recognition of commitment to improve suicide prevention efforts in NH, 2009.
- Individually recognized by the Commission on the Accreditation of Rehabilitation Facilities for excellence in leadership and rehabilitation program management, 1994.

Certifications

- MINT Member, Motivational Interviewing Network of Trainers, International, 2016
- Trainer, Motivational Interviewing, Health education and Training Institute, 2016
- Coach, Motivational Interviewing, Health education and Training Institute, 2016
- Master Trainer, TeamSTEPPS, 2015
- Clinical Microsystems Coach-the-Coach Certification, The Dartmouth Institute, 2014
- Leader Certification, Stanford Chronic Disease Self-Management Program, 2014
- Master Trainer, Connect Suicide Prevention/Postvention Programs, NAMI, 2006

NCHC Student Assistance Program Key Personnel

Program Director, Bob Thompson \$77,985 20%
Program Coordinator, Laura Hosley \$31,200 100%
Director of Finance, Cathy Roy \$87,5000 4%
Executive Director, Becky McEnany \$106,340 10%
Director of programs, Kris van Bergen-Buteau \$80,160 5% F



31A *max*

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

Loel A. Shibleyette
Commissioner

Katja S. Fox
Director

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

June 10, 2020

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

REQUESTED ACTION

#1 Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing contracts, some of which are not **Sole Source** as indicated in italics, with the vendors listed below in bold for the continuation of Student assistance Program services at the middle and high school levels, by increasing the total price limitation by \$1,258,907 from \$2,859,021 to \$4,117,928 and by extending the completion dates from June 30, 2020 to June 30, 2021. 100% Federal Funds. 0% General Funds.

The Governor and Council approved the original agreements and subsequent amendments as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Monadnock Family Services	177510	Keene	\$101,118	\$47,178	\$148,296	O: 09/13/17, (Item #16) A1: 6/19/19, (Item, #29A)
North Country Education Services	154707	Gorham	\$200,000	\$100,000	\$300,000	O: 9/20/18, (Item #23) A1: 6/18/19, (Item #29A)
North Country Health Consortium	158557	Littleton	\$600,000	\$300,000	\$900,000	O: 9/20/18, (Item #23) A1: 6/18/19, (Item #29A)
SAU 06 Claremont School District	177374	Claremont	\$62,940	\$46,500	\$109,440	O: 12/05/18, (Item #21) A1: 8/28/19, (Item #13)

SAU 18 Franklin School District	159863	Franklin	\$291,143	\$91,143	\$382,286	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
SAU 30 Laconia School District	177240	Laconia	\$299,985	\$99,995	\$399,980	O: 9/13/17, (Item #16) A1: 6/19/19, (Item, #29A)
SAU 33 Raymond School District	159945	Raymond	\$299,945	\$99,990	\$399,935	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
SAU 37 Manchester School District	177323	Manchester	\$200,000	\$0	\$200,000	O: 12/5/18, (Item #29A) A1: 6/19/19, (Item #29A)
SAU 54 Rochester School District	177467	Rochester	\$200,000	\$100,000	\$300,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 61 Farmington School District	160001	Farmington	\$300,000	\$100,000	\$400,000	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
Second Start	177224	Concord	\$303,890	\$274,101	\$577,991	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
		Total:	\$2,859,021	\$1,258,907	\$4,117,928	

#2 Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing Sole Source contracts 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, by increasing the total price limitation by \$595,000 from \$715,000 to \$1,310,000 and by extending the completion dates from June 30, 2020 to June 30, 2022. 97% Federal Funds. 3% General Funds.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Seacoast Youth Services	203944	Seabrook	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15)

SAU 17 Sanborn School District	154453	Kingston	\$75,000	\$75,000	\$150,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 52 Portsmouth School District	177463	Portsmouth	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 43 Newport School District	159924	Newport	\$120,000	\$0	\$120,000	O: 12/5/18, (Item #21) A1: 9/18/19, (Item #17)
SAU 64 Milton School District	156682	Milton	\$100,000	\$100,000	\$200,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15)
SAU 9 Conway School District	159846	North Conway	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
		Total:	\$715,000	\$595,000	\$1,310,000	

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified. The Partnership for Success grant funding is anticipated to be available in State Fiscal Year 2021, effective October 1, 2020.

See attached fiscal details.

EXPLANATION

This request includes contracts that are **Sole Source** because vendors have effectively operated the Student Assistance Program for three (3) 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 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 the second (2nd) year of the two (2) year renewal option.

The purpose of this request is to continue Student Assistance Programming using the evidenced based Project Success in twenty (20) high schools; twenty-three (23) middle schools; and one (1) community college. The Contractors will effectively serve up to 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 drug use.

This request includes 15 of 17 agreements listed in the table above. The Department anticipates the remaining 2 agreements will be presented at the July 8, 2020 Governor and Executive Council meeting.

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 Contractors 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 Contractors 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 and to collect data for the purposes of 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 student's 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.

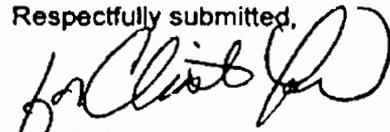
Should the Governor and Council not authorize this request, 23,333 students, statewide, may not receive the support and substance misuse prevention education needed during critical adolescent development years. Lack of these support services could result in: higher prevalence rates of underage drinking 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: Source of Funds: 98.93% Federal Funds from the Department of Health & Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, Substance Abuse Prevention and Treatment Block Grant (SAPT) CFDA #93.959 FAIN #TI010035 & TI083041 and DHHS, SAMHSA, Center for Substance Abuse Prevention, NH Partnership for Success Initiative (PFS2) CFDA #93.342 FAIN #SP020796 and 1.07% General Funds

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
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 #
FAIN

93-959
TI010035 and TI083041

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
Sub Total				91,049	140,000	231,049

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	15,035	-	15,035
2021	102/500731	Contracts for Program Services	92057502	-	50,000	50,000
2022	102/500731	Contracts for Program Services	92057502	-	50,000	50,000
Sub Total				65,035	100,000	165,035

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
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				120,000	-	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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				100,000	-	100,000

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District 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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
Sub Total				91,049	140,000	231,049

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	11,276	-	11,276
2021	102/500731	Contracts for Program Services	92057502	-	37,500	37,500
2022	102/500731	Contracts for Program Services	92057502	-	37,500	37,500
Sub Total				48,776	75,000	123,776

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
Sub Total				91,049	140,000	231,049

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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	25,000	25,000
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				42,500	25,000	67,500

SUB TOTAL PREVENTION				649,458	620,000	1,269,458
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU
OF DRUG & ALCOHOL SVCS, CLINICAL SVS**

66% Federal Funds 34% General Funds

CFDA #

93-959

FAIN

TI010035

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	34,965	-	34,965
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		34,965	-	34,965

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		-	-	-

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		-	-	-

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District 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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	26,224	-	26,224
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				26,224	-	26,224

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

SUB TOTAL PREVENTION				208,042	-	208,042
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**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 #

FAIN

93.243

SP020796

Claremont School District SAU #8

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
2021	102/500731	Contracts for Program Services	92052407	-	46,500	46,500
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				62,940	46,500	109,440

Farmington School Dist SAU 61

VE #160001-B001

PO #1069091

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				300,000	100,000	400,000

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
2021	102/500731	Contracts for Program Services	92052407	-	91,143	91,143
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				291,143	91,143	382,286

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
2021	102/500731	Contracts for Program Services	92052407	-	99,995	99,995
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				299,985	99,995	399,980

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
2021	102/500731	Contracts for Program Services	92052407	-	-	-
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				200,000	-	200,000

Monadnock Family Services

VE #177510-B001

PO #1058318

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

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
2021	102/500731	Contracts for Program Services	92052407	-	47,178	47,178
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				101,118	47,178	148,296

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				200,000	100,000	300,000

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
2021	102/500731	Contracts for Program Services	92052407	-	300,000	300,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				500,000	300,000	800,000

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
2021	102/500731	Contracts for Program Services	92052407	-	99,990	99,990
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				299,945	99,990	399,935

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				200,000	100,000	300,000

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
2021	102/500731	Contracts for Program Services	92052407	-	249,101	249,101
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				261,390	249,101	510,491

SUB TOTAL PFS2				2,716,521	1,233,907	3,950,428
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NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL

		TOTAL CONTRACT	3,574,021	1,853,907	5,427,928
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State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Student Assistance Program

This 2nd Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #2") 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, (hereinafter referred to as "the Contractor"), a Nonprofit Corporation with a place of business at 262 Cottage St., 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) as amended on June 19, 2019, (Item #29A), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended and extended 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, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$900,000.
3. Exhibit A, Scope of Services, Section 2., Subsection 2.14. to read:
2.14. The Contractor shall administer the 2021 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2021.
4. Exhibit A, Scope of Services, Section 2., Subsection 2.15. to read:
2.15. Reserved
5. Exhibit A, Scope of Services, Section 6., Deliverables, Subsection 6.1. to read:
6.1. The Contractor shall administer the 2021 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2021.
6. Exhibit A, Scope of Services, Section 6., Deliverables, Subsection 6.2. to read:
6.2. Reserved
7. Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 4., Subsection 4.1., to read:
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 and B-2, Amendment #2.

**New Hampshire Department of Health and Human Services
North Country Health Consortium**



-
8. Add Exhibit B-2, Amendment #2, attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
North Country Health Consortium



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. 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

6-8-2020
Date


Name: Christine Tappan
Title: Associate Commissioner

North Country Health Consortium

6/8/2020
Date


Name: Becky McEnany
Title: Interim CEO



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

OFFICE OF THE ATTORNEY GENERAL

June 10, 2020
Date

J Christopher Marshall
Name:
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:

Exhibit B-2, Amendment #2

New Hampshire Department of Health and Human Services
Exhibit B-2, Amendment #2

Contractor Name: North Country Health Consortium
Budget Request for: July 1, 2020-June 30, 2021
Budget Period: SFY 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DFHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 87,603.83	\$ 11,893.14	\$ 99,496.97	\$ -	\$ -	\$ -	\$ 87,603.83	\$ 11,893.14	\$ 99,496.97
2. Employee Benefits	\$ 15,278.32	\$ 2,873.71	\$ 18,152.03	\$ -	\$ -	\$ -	\$ 15,278.32	\$ 2,873.71	\$ 18,152.03
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Repairs and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Office	\$ 6,022.85	\$ 1,094.00	\$ 7,116.85	\$ -	\$ -	\$ -	\$ 6,022.85	\$ 1,094.00	\$ 7,116.85
11. Travel	\$ 3,000.00	\$ 575.00	\$ 3,575.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 575.00	\$ 3,575.00
12. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14. Telephone	\$ 484.84	\$ 84.85	\$ 569.69	\$ -	\$ -	\$ -	\$ 484.84	\$ 84.85	\$ 569.69
15. Postage	\$ 170.58	\$ 24.43	\$ 195.01	\$ -	\$ -	\$ -	\$ 170.58	\$ 24.43	\$ 195.01
16. Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17. Fuel and Light	\$ 852.83	\$ 114.25	\$ 967.08	\$ -	\$ -	\$ -	\$ 852.83	\$ 114.25	\$ 967.08
18. Insurance	\$ 367.03	\$ 60.48	\$ 427.51	\$ -	\$ -	\$ -	\$ 367.03	\$ 60.48	\$ 427.51
19. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20. Repairs	\$ 822.11	\$ 143.87	\$ 965.98	\$ -	\$ -	\$ -	\$ 822.11	\$ 143.87	\$ 965.98
21. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23. Other (specific details in addendum)	\$ 102,878.04	\$ -	\$ 102,878.04	\$ -	\$ -	\$ -	\$ 102,878.04	\$ -	\$ 102,878.04
24. Subcontract/Agreements	\$ 22,000.00	\$ 3,850.00	\$ 25,850.00	\$ -	\$ -	\$ -	\$ 22,000.00	\$ 3,850.00	\$ 25,850.00
TOTAL	\$ 278,577.28	\$ 30,427.72	\$ 309,005.00	\$ -	\$ -	\$ -	\$ 278,577.28	\$ 30,427.72	\$ 309,005.00

Indirect As A Percent of Direct: 7.3%
Totals may reflect no more than a \$1 variance due to rounding.



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

29A mac

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.

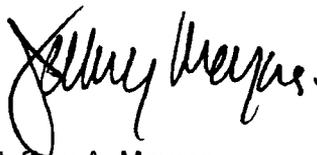
Area served: Statewide.

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.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

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,

A handwritten signature in black ink, appearing to read "Jeffrey Meyers". The signature is written in a cursive style with a large initial "J".

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 #
FAIN**

**93-959
T1010035**

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 District 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
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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	Total Revised Modified Budget
	Current Price Limitation	Current Price Limitation	Current Modified Budget	Increase/Decrease	
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 District 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 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.
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.



New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-07)

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

[Signature]
Name: Katja Fox
Title: Director

North Country Health Consortium, Inc.

5/15/19
Date

[Signature]
Name: Nick Frank
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.

[Signature]
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



New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-07)

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:



New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-07)
Exhibit B, Amendment #1

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.



**New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-07)
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.

NR

5/15/19

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 6.6%)
16.6%

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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

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
			<i>Subtotal:</i>	<i>\$440,000</i>

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
			<i>Subtotal:</i>	<i>\$462,289</i>
			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.

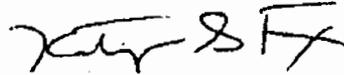
Should the Governor and Executive Council not authorize this request, 18,837 students, statewide, may not receive the support and substance misuse prevention education that may be needed during critical adolescent development years. Lack of these support services could result in: higher prevalence rates 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.

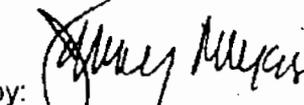
In the event that the Federal (or Other) Funds become no longer available, additional General Funds will not be requested to support this program.

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 Year	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
			<i>Prevention Sub Total:</i>	\$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
			<i>PFS2 Sub Total:</i>	\$462,289
			Total Contract Amount:	\$902,289

Subject: Student Assistance Program (SS-2019-BDAS-02-STUDE-07)

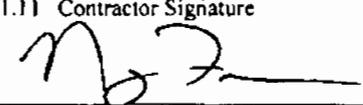
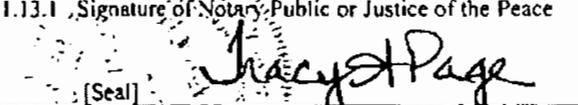
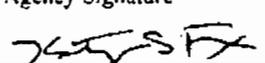
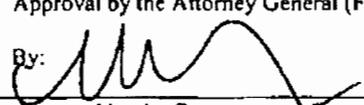
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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 <u>NH</u> , County of <u>Grafton</u> On <u>07/25/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary of 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 		1.15 Name and Title of State Agency Signatory K. Stok Director Date: <u>8/23/18</u>	
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: <u>Megan A. York - Attorney</u> <u>9/4/18</u>			
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

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 \$1,000,000 per 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.

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.



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.

NS
7/23/18



Exhibit A

- 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.



Exhibit A

- 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.



Exhibit A

- 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.



Exhibit A

- 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.



Exhibit B

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.

MS

7/25/18

New Hampshire Department of Health and Human Services
Student Assistance Program



Exhibit B

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.

NS
Date 7/25/18

New Hampshire Department of Health and Human Services
Exhibit C



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

32

7/25/17



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

27

7/25/14

New Hampshire Department of Health and Human Services
Exhibit C



- 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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7/20/12



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.

7/2/19

7/2/19



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 GRANTEEES 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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7/20/18

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

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

Contractor Name:

7/25/18
Date

Noley Frank
Name: Noley Frank
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-1.)
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: Alamy 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

[Signature]
Name: N. J. Frank
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.

Exhibit G

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

Contractor Initials

Handwritten initials, possibly "M2", in black ink.

Date

Handwritten date "7/23/17" in black ink.

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

Date 7/25/18

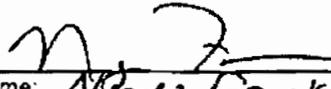

Name: Nancy Frank
Title: CEO

Exhibit G

Contractor Initials NF

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



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: Henry Frank
Title: 7/25/18



Exhibit I

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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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7/25/18



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

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

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7/25/12



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). 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

77

7/25/10



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, 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
The State

Katze S. Fix
Signature of Authorized Representative

Katze S. Fix
Name of Authorized Representative

Director
Title of Authorized Representative

8/23/18
Date

North Country Health Consortium
Name of the Contractor

Nancy Frank
Signature of Authorized Representative

Nancy Frank
Name of Authorized Representative

CEO
Title of Authorized Representative

7/25/18
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:

7/25/17
Date

[Signature]
Name: Wally Frank
Title: 7/25/17



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: 017711198
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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

[Handwritten Signature]

7/25/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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7/22/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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7/2/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

7/2

7/25/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and 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.

77

7/25/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, 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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

- A. DHHS 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

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7/25/18



New Hampshire Department of Health and Human Services Student Assistance Program

State of New Hampshire Department of Health and Human Services Amendment #3

This 3rd Amendment to the Student Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and North Country Education Services Agency, (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 300 Gorham Hill Rd, Gorham, NH 03581.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2018 (Item #23), as amended on June 19, 2019, (Item #29A), as amended on June 24, 2020, (Item #31A), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended 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, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$377,400
3. Modify 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, 2022, and the Department shall not be liable for any payments for services provide after June 30, 2022, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2022-2023 biennium.
4. Modify Exhibit A, Scope of Services, Section 2, Scope of Work, Subsection 2.14., to read:
 - 2.14. The Contractor shall administer the 2022 Youth Risk Behavior Survey with students in grades 9 through 12 in the spring of 2022.
5. Modify Exhibit A, Scope of Services, Section 6, Deliverables, Subsection 6.1., to read:
 - 6.1. The Contractor shall administer the 2022 Youth Risk Behavior Survey with students in grades 9 through 12 in the spring of 2022.
6. Modify Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1. to read:
 - 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, Exhibit B-2, Amendment #2, and Exhibit B-3, Amendment #3.
7. Add Exhibit B-3, Amendment #3, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. 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

6/14/2021
Date

DocuSigned by:
Katja Fox
Name: E09D05B04C83442... Katja Fox
Title: Director

North Country Education Services Agency

6/14/2021
Date

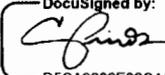
DocuSigned by:
Lori Langlois
Name: 5DF204FB82C91A2... Lori Langlois
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

6/14/2021

Date

DocuSigned by:


Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-3 Amendment #3

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: North Country Education Services

Budget Request for: Student Assistance Program

Budget Period: July 1, 2021-June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHH contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 56,851.19		\$ 56,851.19	\$ -	\$ -	\$ -	\$ 56,851.19		\$ 56,851.19
2. Employee Benefits	\$ 2,000.00		\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00		\$ 2,000.00
3. Consultants	\$ 1,500.00		\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00		\$ 1,500.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
7. Occupancy	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 3,650.00	\$ -	\$ 3,650.00	\$ -	\$ -	\$ -	\$ 3,650.00	\$ -	\$ 3,650.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 414.81	\$ -	\$ 414.81	\$ -	\$ -	\$ -	\$ 414.81	\$ -	\$ 414.81
11. Staff Education and Training	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect		\$ 5,734.00	\$ 5,734.00	\$ -	\$ -	\$ -	\$ -	\$ 5,734.00	\$ 5,734.00
TOTAL	\$ 71,666.00	\$ 5,734.00	\$ 77,400.00	\$ -	\$ -	\$ -	\$ 71,666.00	\$ 5,734.00	\$ 77,400.00

Indirect As A Percent of Direct

8.0%

State of New Hampshire

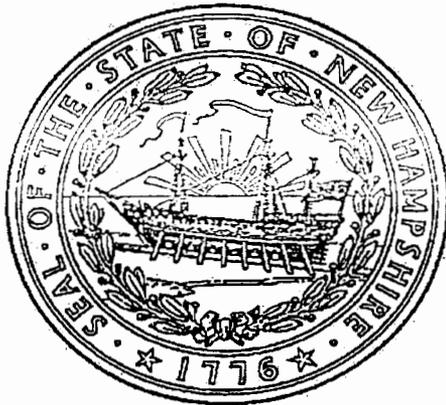
Department of State

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: 0005340806



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of North Country Education Services Agency, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 18, 2013, at which a quorum of the Directors/shareholders were present and voting.
(Date)

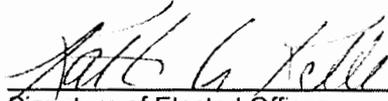
VOTED: That Lori Langlois, Executive Director or Matthew Treamer, Associate Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of North Country Education Services Agency, Inc to enter into contracts or agreements with the State.
(Name of Corporation/ LLC)

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

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

Dated: 5/26/21



Signature of Elected Officer
Name: Kathleen Kelley
Title: Treasurer/Secretary



EXECUTIVE BOARD

MINUTES

**Tuesday, June 18, 2013
9:30 a.m.**

- C. Baker (PSU)
- R. Bell (DOE Liaison)
- R. Bellavance (MAL)
- P. Bousquet (20)
- C. Cascadden (3)-VP
- G. Corrigan (20 Rep)
- B. Dube (NCES)
- H. Fensom (36)
- R. Healey (NCES)
- B. Keenan (MAL)
- B. Labs (23)
- C. Ladd (58)
- L. Langlois (NCES)
- P. MacMillan (35) PRES
- J. McGann (68)
- T. McGuire (77)
- R. Mills (7)
- R Pike (SU 57)
- K. Pfeifer (84)
- G. Placy (SAU 7)
- A. Platt (MAL) – Treas
- K. Shyne (MAL)
- K. Soucy (MAL)
- D. Stewart (WMCC)
- M. Treamer (NCES)
(in building)
- L. Blais (Admin.Asst.)

I. Call to Order-Welcome New Members and Guests

P. MacMillan called the meeting to order at 9:28 am. A round-table introduction was done for Pierre Couture, incoming SAU 35 Superintendent.

II. Introduction of New Executive Director

R. Healey said it is his pleasure to introduce Lori Langlois as the new Executive Director of NCES. He said she has done an outstanding job as Associate Director.

III. Collaboration Project Summary-Final Report-Wayne Gersen

R. Healey said that he has asked Dr. Gersen to give a final report on the Collaboration Tillotson Project. Wayne Gersen dispersed two handouts. He briefly discussed what was projected from the grant which started in 2011. He touched on a few important items: CCSS, Smarter Balanced Assessment, technology software and hardware, CIA, USDOE waiver, collaboration and supporting NCES. R. Healey thanked W. Gersen for all his time and effort over the last two years.

IV. Consent Agenda

- Board Minutes of May 21, 2013
- Finance/Personnel Minutes of May 21, 2013
- Policy Minutes of May 21, 2013

Motion: to accept the Consent Agenda by K. Pfeifer.
Seconded by P. Bousquet.

Motion Carried: all in favor; none opposed.

V. May 2013 Financial Summary

B. Dube said the Finance Summary begins on page 9 of the packet; asked if there were any questions. None were asked.

VI. Executive Director's Report

- **Collaboration Grant Evaluation:** R. Healey said that Kathleen Norris is scheduled to complete the second phase evaluation of the Collaboration Grant. He feels she did a great job the first time. He is planning to meet with her soon. C. Ladd asked if L. Langlois will be at this meeting. R. Healey said it was not planned; but will update her when he returns.

K. Pfeifer asked if the Wormeli reading circles were still happening. R. Healey said that at the last two meetings, other items have evolved. K. Pfeifer said we committed to the reading

circles so the districts would be prepared for the Wormeli presentation. R. Healey is proposing that the Board decide what to do with any excess money (from the Commissioner) that is left once the Wormeli presentation is paid. Discussion ensued. P. MacMillan asked that this be put on September's Board Agenda for discussion. P. Bousquet suggested reviewing the minutes from the last three months.

- **Tillotson Grant Proposal Update:** L. Langlois received a call from Tillotson; said they are prepared to send NCES a check for \$70,000 this month. NCES needs to apply for the second half. L. Langlois explained that in order to begin the second cohort of NISL, NCES needs to know if the grant is guaranteed. Tillotson said they will invite NCES back and a decision will be made at the beginning of September.
- **Position Openings Update:** R. Healey said that based on district needs; NCES is looking to fill some positions; Speech and language Therapist, Occupational Therapist and School Psychologist.

VI. Professional Development Reports

L. Langlois update the Board on the following: Tillotson Application (already discussed); 2014 North Country Middle School Film Festival; the upcoming Intel Math class this summer; USDA video conferencing units are being installed; and Gale Reference Library Consortium. R. Healey mentioned that M. Tremer is in the building, but not in the meeting due to the NISL workshop taking place downstairs.

VII. Other Business

- **NH DOE Liaison Update:** R. Bell was not in attendance this month; recovering from an operation. C. Ladd said he will be up next month to meet with Lori and Matt. R. Healey added that he feels NCES is in good hands with having R. Bell as the liaison, he has been helpful.
- **Signing Authorization; Lori and Matt:** P. MacMillan asked for two motions from the Board to allow L. Langlois and M. Tremer (as back up) to authorize new contracts and agreements.

Motion: to certify, as of July 1, 2013, L. Langlois, Executive Director of North Country Education Services, to sign all forms and enter into any contracts or agreements as outlined in the ByLaws, including contracts and agreements with the State of New Hampshire and Department of Education by P. Bousquet.

Seconded by B. Keenan.

Motion Carried: most in favor; one opposed (K. Pfeifer).

Motion: to certify, as of July 1, 2013, M. Tremer, Associate Director of North Country Education Services, to sign all forms and enter into any contracts or agreements as outlined in the ByLaws, including contracts and agreements with the State of New Hampshire and Department of Education by C. Ladd.

Seconded by C. Baker.

Motion Carried: all in favor; none opposed.

- **Non-Public Session:** Before going into non-public session, R. Healey wanted to thank the Board for their help over the last three years. P. MacMillan presented R. Healey with a plaque for his dedication and leadership. R. Healey also thanked P. MacMillan for his time as President and wished him best on his retirement.

Motion: to enter into non-public session at 10:35 am by J. McGann.

Seconded by C. Cascadden.

Motion Carried: all in favor; none opposed.

Motion: to return to public session at 10:44 am by P. Bousquet.

Seconded by C. Ladd.

Motion Carried: all in favor; none opposed.

During the non-public session, the Executive Board supported the Policy Committee's and R. Healey's recommendation to award B. Dube five days paid vacation.

VIII. Next meeting: Tuesday, September 17, 2013 at 9:30am.

IX. Adjournment

Motion: to adjourn the Executive Board meeting at 10:50 am by B. Keenan.

Seconded by C. Cascadden.

Motion carried: all in favor; none opposed.

Respectfully submitted by:



Lisa M Blais, Administrative Assistant



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: North Country Education Services Agency 300 Gorham Hill Road Gorham, NH 03581	Member Number: 953	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2021	7/1/2022	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2021	7/1/2022	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease -- Each Employee	\$2,000,000
			Disease -- Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2021	7/1/2022	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
			By: <i>Mary Beth Purcell</i>
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301			Date: 5/24/2021 mpurcell@nhprimex.org
Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax			



Mission

NCES collaborates with public schools and community partners to support excellent and equitable educational opportunities throughout the North Country.

Vision

Exceptional educational experiences and realized potential for all students.

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

June 30, 2020 and 2019

NORTH COUNTRY EDUCATION SERVICES AGENCY

Table of Contents

June 30, 2020 and 2019

<i>INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS</i>	<u>PAGE(S)</u>	i
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Financial Statements

	<u>Exhibit</u>	
Statements of Financial Position	A	2
Statements of Activities	B	3-4
Statements of Functional Expenses	C	5
Statements of Cash Flows	D	6
Notes to Financial Statements		7-14

Supplementary Schedules

	<u>Schedule</u>	
Comparative Schedule of Pension Obligations	1	15-16
Comparative Schedule of Other Post-Employment Benefits	2	17

The Mercier Group

a professional corporation

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, 2020 and 2019, 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, 2020 and 2019, 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

September 14, 2020

Financial Statements

Exhibit A

NORTH COUNTRY EDUCATION SERVICES AGENCY*Statements of Financial Position*

June 30, 2020 and 2019

All numbers are expressed in USA Dollars

	<u>2020</u>	<u>2019</u>
ASSETS		
CURRENT ASSETS		
Cash	130,581	15,806
Investments	768,523	694,303
Accounts receivable	187,364	123,814
Grants receivable	70,408	28,815
Prepaid expenses		1,050
	<u>1,156,876</u>	<u>863,788</u>
PROPERTY AND EQUIPMENT		
Land	35,000	35,000
Buildings	609,967	609,967
Equipment	17,618	23,082
Less: accumulated depreciation	(531,387)	(517,060)
	<u>131,198</u>	<u>150,989</u>
	<u>1,288,074</u>	<u>1,014,777</u>
LIABILITIES AND NET ASSETS		
LIABILITIES		
Current:		
Accounts payable	5,239	1,071
Deferred revenues	30,822	18,295
	<u>36,061</u>	<u>19,366</u>
Long-term, <i>less current maturities</i>		
Contingency for unfunded pension & OPEB obligations:		
Agency share of NHRS net pension liabilities, deferred inflows and outflows of resources	1,226,327	1,288,207
Agency share of NHRS net OPEB liabilities, deferred inflows and outflows of resources	71,629	98,862
	<u>1,297,956</u>	<u>1,387,069</u>
	<u>1,334,017</u>	<u>1,406,435</u>
NET ASSETS		
Without donor restrictions:		
Board designated for equipment	2,500	-
Board designated for building improvements	86,664	64,056
Net investment in property & equipment	131,198	150,989
Available to operations	588,637	465,840
Deficit related to unfunded pension obligations	(1,297,956)	(1,387,069)
	<u>(488,957)</u>	<u>(706,184)</u>
With donor restrictions:		
Program purposes	443,014	314,526
	<u>(45,943)</u>	<u>(391,658)</u>
	<u>1,288,074</u>	<u>1,014,777</u>

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, 2020 and 2019

All amounts are expressed in USA Dollars

	2020			2019		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
	OPERATING REVENUES					
Federal grants		364,503	364,503		275,113	275,113
State grants		357,977	357,977		271,417	271,417
Local government agencies		195,332	195,332		126,037	126,037
Other non-profit agencies		183,000	183,000		347,236	347,236
Donations		8,885	8,885	676	11,269	11,945
Program service revenue	1,016,098		1,016,098	865,375		865,375
	1,016,098	1,109,697	2,125,795	866,051	1,031,072	1,897,123
OPERATING EXPENSES						
Program Services:						
NCES Programs	568,615		568,615	721,242		721,242
Substance Misuse Prevention	172,064		172,064	159,093		159,093
Coos County Director's Network	140,743		140,743	129,902		129,902
Adult Learner Services	137,725		137,725	142,814		142,814
NHCTA	102,574		102,574	123,295		123,295
SAP	99,745		99,745	92,000		92,000
PPP	86,263		86,263			-
Migrant	80,000		80,000	74,416		74,416
SEL	67,305		67,305			-
Jane's Trust	43,745		43,745	52,088		52,088
NHCF - Operating support	34,149		34,149	5,851		5,851
FFCLA CTSO	7,946		7,946	14,142		14,142
TSA CTSO	435		435	10,733		10,733
Tillotson - Hi SET	65		65	65		65
USDA Equipment			-	58,185		58,185
NHH Foundation			-	27,778		27,778
Tillotson - Trauma			-	27,778		27,778
Endowment for health			-	12,122		12,122

Exhibit B
NORTH COUNTRY EDUCATION SERVICES AGENCY
Statements of Activities
For the Fiscal Years Ending June 30, 2020 and 2019

All amounts are expressed in USA Dollars

	2020			2019		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
	ECERS CDN	-		-	6,740	
NHCF - Administration	-		-	5,000		5,000
SUAV	-		-	4,264		4,264
Tillotson - No. of the 44th	-		-	192		192
	1,541,374	-	1,541,374	1,667,700	-	1,667,700
Supporting activities:						
Management and general	319,145		319,145	379,130		379,130
	1,860,519	-	1,860,519	2,046,830	-	2,046,830
NET OPERATING INCOME (LOSS)	(844,421)	1,109,697	265,276	(1,180,779)	1,031,072	(149,707)
NONOPERATING INCOME AND TRANSFERS AND RECLASSIFICATIONS						
Investment income	76,439		76,439	56,851		56,851
Unrelated business income - garage rent	4,000		4,000	4,400		4,400
Net assets released from restrictions	981,209	(981,209)	-	1,017,163	(1,017,163)	-
	1,061,648	(981,209)	80,439	1,078,414	(1,017,163)	61,251
CHANGE IN FINANCIAL POSITION	217,227	128,488	345,715	(102,365)	13,909	(88,456)
NET ASSETS (DEFICIT) - BEGINNING, as rest	(706,184)	314,526	(391,658)	(603,819)	300,617	(303,202)
NET ASSETS (DEFICIT) - ENDING	(488,957)	443,014	(45,943)	(706,184)	314,526	(391,658)

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, 2020 and 2019

All amounts are expressed in USA Dollars

	2020			2019		
	Regular	Management		Regular	Management	
	Educational	and		Educational	and	
	Programs	General	Total	Programs	General	Total
Salaries and other compensation	587,691	212,996	800,687	557,159	231,301	788,460
Pension expense	68,951	31,924	100,875	65,945	30,733	96,678
Other Employee benefits	123,292	52,198	175,490	121,206	49,730	170,936
Payroll taxes	36,232	17,655	53,887	36,163	18,485	54,648
Staff development	28,533	2,116	30,649	20,111	3,298	23,409
Contracted services	395,651	6,800	402,451	306,170	6,800	312,970
Occupancy	52,502	6,959	59,461	49,963	8,223	58,186
Administrative expenses	25,279	7,769	33,048	23,709	7,679	31,388
Travel	36,263	2,192	38,455	45,074	4,566	49,640
Materials & supplies	220,897	-	220,897	392,366	-	392,366
Insurance	12,152	1,075	13,227	10,144	1,122	11,266
Depreciation	14,843	4,948	19,791	15,216	5,072	20,288
Decrease in estimated net pension liabilities (NHRS)	(42,297)	(19,583)	(61,880)	(42,068)	(20,720)	(62,788)
Increase in estimated net OPEB obligations (NHRS)	(18,615)	(8,618)	(27,233)	66,542	32,320	98,862
Tax on unrelated business income		714	714		521	521
	1,541,374	319,145	1,860,519	1,667,700	379,130	2,046,830

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, 2020 and 2019

All amounts are expressed in USA Dollars

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net operating income(loss)	265,276	(149,707)
<i>Adjustments to reconcile to net cash provided by (used in) operating activities:</i>		
Depreciation Expense	19,791	20,288
Difference between pension & OPEB expenses and NHRS plan contributions	(89,113)	36,074
Change in assets and liabilities:		
(Increase) decrease in assets:		
Accounts receivable	(63,550)	(27,983)
Grants receivable	(41,593)	(5,765)
Prepaid expenses	1,050	(56)
Increase (decrease) in liabilities:		
Accounts payable	4,168	103
Deferred revenues	12,527	18,122
	<u>108,556</u>	<u>(108,924)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Unrelated business income - garage rent	4,000	4,400
Earnings on investments	76,439	56,851
Purchase of Investments	(74,220)	(53,195)
	<u>6,219</u>	<u>8,056</u>
NET INCREASE (DECREASE) IN CASH	<u>114,775</u>	<u>(100,868)</u>
CASH - BEGINNING	<u>15,806</u>	<u>116,674</u>
CASH - ENDING	<u>130,581</u>	<u>15,806</u>

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

NORTH COUNTRY EDUCATION SERVICES AGENCY*Notes to Financial Statements*June 30, 2020 and 2019

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, 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 U.S. generally accepted accounting principles (GAAP), which require the Agency to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Agency. These net assets may be used at the discretion of management and the board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors, and grantors. The donor restrictions are temporary in nature; those restrictions will be met by certain actions or by the passage of time.

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

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

NORTH COUNTRY EDUCATION SERVICES AGENCY*Notes to Financial Statements*June 30, 2020 and 2019

Cash and cash equivalents. Cash consists of bank deposits held in checking and savings accounts. For purposes of reporting the statements of cash flows, if any, all highly liquid debt instruments purchased with a maturity of three months or less are considered to be cash equivalents.

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 FY2020 or FY2019. *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.

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 increases in net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of restrictions. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Contributed Services. From time to time, the Agency may receive donated services in carrying out the mission and fund-raising activities of the Agency. Such donations meet the criteria for revenue recognition when all of the following conditions are met:

- Special skills are required
- The work is done by volunteers who have these skills
- The services would otherwise have to be purchased

The value of volunteer services is also recorded when the services create or improve upon a non-

NORTH COUNTRY EDUCATION SERVICES AGENCY*Notes to Financial Statements*

June 30, 2020 and 2019

financial asset. In those cases, revenue is recognized in the amount of the value of the hours contributed or via the change in fair value of the altered asset. The Agency received no reportable donated services during FY2020 or 2019.

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*.

Functional Allocation of Expenses. The costs of providing program services and supporting activities have been summarized on a functional basis in the *Statements of Activities*. Expenses are charged to program services based on direct costs incurred or estimated usage (for indirect costs). Any expenses not directly chargeable are allocated to functions based on the 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.

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:

	<u>Years</u>
Buildings	30
Equipment	5

Accumulated Unpaid Vacation and Sick Pay. Vacation time is granted to full-time employees in amounts of 5 to 20 days per year, depending on positions held. Such vacation time must be used prior to September 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. The Agency is not a private Agency within the meaning of Internal Revenue Code Section 509(a). During the years ended April 30, 2020 and 2019, the Agency had unrelated business income for the rental of facilities; the income taxes on which is made in the accompanying financial statements. Contributions to the Agency are deductible as allowed under Section 170(b)(1)(A)(vi) of the Code.

ASSETS

Deposits. All bank deposits as of June 30, 2020 and 2019 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.

NORTH COUNTRY EDUCATION SERVICES AGENCY*Notes to Financial Statements*

June 30, 2020 and 2019

Cash Equivalents. Short-term investments at December 31, 2020 and 2019, 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, 2020 and 2019, include the following:

	<u>2020</u>	<u>2019</u>
Mutual Funds	<u>\$ 768,523</u>	<u>\$ 694,303</u>

The composition of investment return in the statement of activities for the years ended December 31, 2020 and 2019 were as follows:

	<u>2020</u>	<u>2019</u>
Interest and dividends	<u>\$ 2,219</u>	<u>\$ 3,656</u>
Capital gain distributions	<u>74,220</u>	<u>53,195</u>
	<u>\$ 76,439</u>	<u>\$ 56,851</u>

Accounts Receivable. Accounts Receivable at June 30, 2020 and 2019 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, 2020 and 2019 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, 2020 and 2019 are as follows:

	Balance			Balance
	July 1, 2019	Additions	Deductions	June 30, 2020
Land	\$ 35,000	\$ -	\$ -	\$ 35,000
Buildings	609,967	-	-	609,967
Equipment & Furnishings	<u>23,082</u>	-	<u>5,464</u>	<u>17,618</u>
	<u>668,049</u>	-	<u>5,464</u>	<u>662,585</u>
Less: Accumulated Depreciation	<u>(517,060)</u>	<u>(19,791)</u>	<u>(5,464)</u>	<u>(531,387)</u>
	<u>\$ 150,989</u>	<u>\$ (19,791)</u>	<u>\$ -</u>	<u>\$ 131,198</u>

NORTH COUNTRY EDUCATION SERVICES AGENCY*Notes to Financial Statements*

June 30, 2020 and 2019

	Balance			Balance
	July 1, 2018	Additions	Deductions	June 30, 2019
Land	\$ 35,000	\$ -	\$ -	\$ 35,000
Buildings	609,967	-	-	609,967
Equipment & Furnishings	27,854	-	(4,772)	23,082
	672,821	-	(4,772)	668,049
Less: Accumulated Depreciation	(501,544)	(20,288)	(4,772)	(517,060)
	<u>\$ 171,277</u>	<u>\$ (20,288)</u>	<u>\$ (9,544)</u>	<u>\$ 150,989</u>

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 (Primex³) 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, 2019 to July 1, 2020. 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 *Primex³*, 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, 2020 are as follows:

- Property/Liability	\$ 4,299
- Workers' Compensation	\$ 2,621

The Member Participation Agreement permits *Primex³* to make additional assessments to members should there be a deficiency in Trust assets to meet its liabilities. At this time management understands that *Primex³* 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, 2020 and 2019, 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, 2020 and 2019 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

NORTH COUNTRY EDUCATION SERVICES AGENCY*Notes to Financial Statements*

June 30, 2020 and 2019

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, 2019 through June 30, 2020 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

NORTH COUNTRY EDUCATION SERVICES AGENCY*Notes to Financial Statements*

June 30, 2020 and 2019

medical subsidy rates paid during fiscal years 2019 (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>

NET ASSETS

Board Designated for Equipment. During the FY20 fiscal year, the board established a reserve for equipment replacements. Balances in the reserve account as of June 30, 2020 and available for that purpose was \$2,500.

Board Designated for Building Improvements. Amounts designated for building repairs and improvements is funding monthly based on prior loan payment amounts of \$1,884. Balances of the reserve account and available for that purpose as of June 20, 2020 and 2019 were \$86,664 and \$64,056 respectively.

Temporarily Restricted Net Assets.

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

	2020	2019
NHCTA	255,847	163,089
Coos County Director's Network	\$ 115,365	\$ 93,108
Paycheck Protection Program	38,737	-
SEL	32,695	-
Tillotson - Hi SET	370	435
Jane's Trust	-	43,745
NHCF Operating Support	-	14,149
	<u>\$ 443,014</u>	<u>\$ 314,526</u>

NORTH COUNTRY EDUCATION SERVICES AGENCY

Notes to Financial Statements

June 30, 2020 and 2019

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.

Supplementary Schedules

Exhibit C1
NORTH COUNTRY EDUCATION SERVICES AGENCY
Comparative Schedule of Pension Obligations
As of June 30, 2020

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:

	Actuarial Valuation as of June 30,						
	2013	2014	2015	2016	2017	2018	2019
Proportionate share	0.03138606%	0.03000652%	0.02908921%	0.02839177%	0.02942595%	0.02299710%	0.02536250%
Employer contribution	\$ 78,043	\$ 97,348	\$ 97,590	\$ 101,665	\$ 107,800	\$ 97,199	\$ 89,370
Net Pension Liability	\$ 1,350,788	\$ 1,126,320	\$ 1,152,377	\$ 1,509,759	\$ 1,447,166	\$ 1,107,357	\$ 988,133
Deferred outflows of resources:							
Differences between expected and actual investment earnings on pension plan investments	<i>base year</i>	-	-	4,196	3,281	8,839	5,464
Changes of assumptions	<i>base year</i>	-	-	94,458	145,315	-	-
Changes in proportion and differences between employer contributions and share of contributions	<i>base year</i>	-	-	185,803	36,237	76,635	35,454
<i>Total deferred outflows of resources</i>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 284,457</u>	<u>\$ 184,833</u>	<u>\$ 112,622</u>	<u>\$ 58,977</u>
Deferred inflows of resources:							
Differences between expected and actual investment earnings on pension plan investments	<i>base year</i>	-	25,288	19,065	18,418	8,966	21,248
Changes in proportion and differences between employer contributions and share of contributions	<i>base year</i>	144,114	30,799	-	18,430	25,625	8,072
<i>Total deferred inflows of resources</i>	<u>\$ -</u>	<u>\$ 48,784</u>	<u>\$ 69,834</u>	<u>\$ 75,311</u>	<u>\$ 51,814</u>	<u>\$ 258,881</u>	<u>\$ 267,851</u>
Pension expense:							
Proportionate share of plan pension expense	<i>base year</i>	76,366	74,458	166,542	153,526	110,012	122,480
Net amortization of deferred amounts from changes in proportion and differences between employer contributions and proportionate share of contributions	<i>base year</i>	(10,588)	(17,788)	(23,497)	(14,409)	(75,601)	(94,990)
<i>Total employer pension expense</i>	<u>\$ -</u>	<u>\$ 65,778</u>	<u>\$ 56,670</u>	<u>\$ 143,045</u>	<u>\$ 139,117</u>	<u>\$ 34,411</u>	<u>\$ 27,490</u>

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, 2020, 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 will be paid from operations as they become due.

Exhibit C2

NORTH COUNTRY EDUCATION SERVICES AGENCY*Comparative Schedule of Other Post-Employment Benefit (OPEB) Obligations*

As of June 30, 2020

All amounts are expressed in USA Dollars

Estimated future OPEB 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:

	Actuarial Valuation as of June 30,			
	2016	2017	2018	2019
Proportionate share	0.03170407%	0.03325286%	0.00185088%	0.01601588%
Employer contribution	\$ 18,422	\$ 19,709	\$ 8,187	\$ 7,309
Net OPEB Liability	\$ 153,481	\$ 152,043	\$ 84,742	\$ 70,215
Deferred outflows of resources:				
Differences between expected and actual	<i>base year</i>	-	497	-
Changes in proportion	<i>base year</i>	2,253	-	-
<i>Total deferred outflows of resources</i>	<u>\$ -</u>	<u>\$ 2,253</u>	<u>\$ 497</u>	<u>\$ -</u>
Deferred inflows of resources:				
Differences between expected and actual	<i>base year</i>	-	-	122
experience	<i>base year</i>	480	269	79
Net difference between projected and actual	<i>base year</i>	-	14,348	1,213
investment earnings on OPEB plan investments	<i>base year</i>	-	-	-
Changes in proportion	<u>\$ -</u>	<u>\$ 480</u>	<u>\$ 14,617</u>	<u>\$ 1,414</u>
<i>Total deferred inflows of resources</i>	<u>\$ -</u>	<u>\$ 480</u>	<u>\$ 14,617</u>	<u>\$ 1,414</u>
OPEB expense:				
Proportionate share of plan OPEB expense	<i>base year</i>	11,253	7,805	4,595
Net amortization of deferred amounts from	<i>base year</i>	5,245	(51,026)	(24,519)
changes in proportion	<u>\$ -</u>	<u>\$ 16,498</u>	<u>\$ (43,221)</u>	<u>\$ (19,924)</u>
<i>Total employer OPEB expense</i>	<u>\$ -</u>	<u>\$ 16,498</u>	<u>\$ (43,221)</u>	<u>\$ (19,924)</u>

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 OPEB liabilities, the NHRS's fiduciary net position and current year sources of changes to net OPEB 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/employers/employer-resources/gash/gash-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, 2020, 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 will be paid by current appropriations as they become due.



**BOARD OF DIRECTORS
FY 2020 – 2021**

Dr. Marion Anastasia
Superintendent SAU 36

Dr. Cheryl Baker
Vice President
Member at Large

Dr. Debra Taylor
Superintendent SAU 7

William Hart
Superintendent SAU 84

Randy Bell
Member at Large

Randall Pilotte
Member at Large
CFO, Tri-County CAP

David Backler
President
Superintendent SAU 20

Robin Scott
Member at Large
Professor of Education, WMCC-Berlin

Ronna Cadarette
Superintendent SAU 58

Tari Thomas
Interim Superintendent SAU 35

Pamela Stimpson
Superintendent Designee SAU 9
Director of Special Services SAU 9

Doug Earick
Member at Large
Holmes Center for School Partnerships and Education Prep
Plymouth State University

Julie King
Superintendent SAU 3

Bernard Keenan
Member at Large

Kathleen Kelley
Treasurer/Secretary
Member at Large

Leah Holz
District Administrator SAU 77

Dr. Judith McGann
Superintendent SAU 68

Robert Mills
Member at Large

The Board Treasurer receives a stipend. No other board members receive compensation.

Program Co-Facilitator

Education

Bachelor of Science in Adventure Education – December 2019

Plymouth State University

Plymouth, New Hampshire

Minor: Business Administration

GPA: 3.63 / 4.0

Hingham High School - June 2014

Hingham, Massachusetts

Employment history

Lead Instructor, *Kroka Expeditions, 767 NH-123, Marlow, NH, June 15, 2020 – October 28, 2020*

- Responsible for high quality programming centered around community values and mutual aid. Program areas include Lake Champlain, Connecticut River and local State Parks.
- Mentored young assistant instructors in group management, time management, judgment, lesson planning, logistics, cooking, facilitating the debriefing of experiences, conflict resolution and co-leader relationships.
- Designed curriculum, lesson plans and time control plans to create enriching experiences for students while simultaneously evaluating students regularly to adapt programming and itinerary to fit their needs.

Intern, *Outdoor Adventures by Boojum, Temecula, CA, August 28, 2019 – November 6, 2019*

- Supported field instructors during program by sharing in leadership and teaching opportunities.
- Provided logistical, administrative and operational support to staff including curriculum development, gear management and repair, and office tasks such as data entry.
- Assisted in the delivery of experiential programs, provided youth supervision, took part in staff meetings and acted to resolve any problems with program partners.

Outdoor Programming Director, *Camp Hidden Meadows, Bartow, WV, May 29, 2019 – August 19, 2019*

- Responsible for supervising multiple activity areas including farming, outdoor living skills, fishing as well as twice weekly backpacking trips.
- Lead instructor for two-week leadership camp, Seneca rock climbing trips and chaperoning up to 50 campers for white water rafting trips.
- Expedition manager for three one-week trips which included guiding hikes, rock climbing, backpacking, caving and canoeing.
- Outdoor center gear manager included responsibilities such as inventorying backpacks, camp kitchen kits, tents, water storage and purification apparatuses as well as training backpacking staff.

Organic Farm Coordinator and Backpacking Leader, *Camp Hidden Meadows, Bartow, WV, May 29, 2018 – August 19, 2018*

- Wrote lesson plans and taught nine, five-day farm courses.
- Served as a cabin counselor for up to 16 boys ages 9-11.

- Lead instructor for twice weekly overnight backpacking trips.

Hang-Gliding Dune Instructor, *Kitty Hawk Kites, Nags Head, NC, May 2017 – August 2017*

- Taught up to five individuals per lesson how to fly a hang-glider in five flights or less.
- Accountable for pre-lesson flight school, outfitting the group with harnesses and helmets, setting up and breaking down the gliders and teaching the lessons to participants and instructors in training.

Farmhand, *Bear Mountain Farm, Alexandria, NH, June 18, 2016 – July 22, 2016*

- Worked on an organic homestead; growing and harvesting every kind of vegetable and berry.
- Cared for, fed and watered goats, pigs, chickens, and rabbits.
- Helped make cheese, bake bread and package salad greens for the bi-weekly farmers market.

Security Valuation, *State Street Bank, Boston, MA, April 2015 – August 2015*

- Priced mutual fund securities.

Facilitator, *Cohasset Sports Complex, Cohasset, MA, July 2013 – May 2014*

- Worked with kids of all ages for sport themed birthday parties.
- Responsible for working the concession stand, referred soccer games, and assisted coaching a handful of soccer clinics.

Honors and Achievements

President, Plymouth State University Adventure Education Club, 2018, 2019

Magna Cum Laude Graduate, Adventure Education, Plymouth State University, Class of 2019

Editor, 2018 Holderness School Outback Program Review, Holderness, NH

Rock Climbed in 5 states; New Hampshire, Kentucky, Maine, West Virginia and California

Hiked over 30 of the 4000 footers in New Hampshire's White Mountain National Forest

Visited, East Coast of China, in 2014 with High School Chinese Class

- Rock Climbing Instructor

Education:

Plymouth State University

September 2017- Present

- Bachelor of Science, Adventure Education

Milford High School, Milford MA

- Graduated

June 2017

Volunteer Work:

Haiti Mission Trip

- Building school in small village
- Growing gardens to supply food
- Fixing roads

High Flight

- Adventure therapy program from ages 12-17
- Outdoor Education

Certifications:

- | | |
|--|---------------|
| • First Aid and CPR, | October 2018 |
| • Wilderness First Responder, | October 2018 |
| • Leave No Trace, | October 2018 |
| • Lifeguard Certification | May 2019 |
| • DOE Award Coordinator | December 2020 |
| • Project Alert | December 2020 |
| • High Five Facilitator | February 2021 |
| • Project Adventure Ropes Course Facilitator | February 2021 |
| • RENEW Facilitator | March 2021 |

Supervisor of Personnel (name and contact info redacted)

INTRODUCTION

Dynamic and passionate professional who has a proven and accomplished record of working with students of all ages; over twenty successful years utilizing his knowledge, skills and evidence based curriculum to meet the unique needs of the community from a wide range of backgrounds. Has introduced a number of innovative programs, clubs and intramural sports based on needs assessments such as Youth Leadership Through Adventure (an adventure approach to teaching service learning and leadership skills) and Wilderness Youth Leadership Development (an adventure approach to student wellness.)

EDUCATION & CERTIFICATIONS

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

Plymouth, NH

Evidence Based Certifications

Certified Project SUCCESS Counselor
Certified Prime for Life Instructor
Certified Life Skills Instructor
Certified SOS (Signs Of Suicide) Facilitator
Certified Project Venture Train the Trainer
Certified Crisis Prevention Intervention
Certified RENEW Facilitator

PROFESSIONAL EXPERIENCE

A.D.A.P.T., Inc. ~ Campton, NH 1999-Present **CEO, Student Assistance Coordinator, creator and lead facilitator of YLTA, WYLD**

Determining the mission and purpose of the organization. Leading and inspiring all aspects of the organization including planning, administering needs assessments, budgeting, programming, financial reporting, payroll, resource management, human resources, fundraising, grant writing, social enterprise, public relations, special events and the training and supervision of staff. Implementing the Evidence Based Intervention Project SUCCESS at Lin-Wood Public School with fidelity. Supporting the mission of the organization and creating sustainable model programs.

Profile Middle High School 2013-2019 **Student Assistance Coordinator**

Implementing the Evidence Based Intervention Project SUCCESS at Profile Public School with fidelity. Coordination of prevention and intervention strategies through innovative initiatives in coordination with community agencies including the Littleton area task force. YLTA advisor, Co-advisor Student Council, adventure fitness class facilitator. Assist with mental health concerns, behavioral concerns, positive behavioral support, academic, and classroom support, consultation with teachers, parents, and administrators as well as provide individual and group interventions. To identify and help students who may be experiencing personal, family, and/or alcohol and other drug problems which may be interfering with their ability to perform at school. Screen students when appropriate using the GAIN (Global Appraisal of Individual Needs). Create and establish support groups or implement short term counseling to help students cope with stressful events in their lives. Work with school administration to adhere to procedures around alcohol and/or other drug violations.

O.C.T.A.A. (On Campus Talking About Alcohol) ~ Plymouth, NH 2008-2020

Instructor Plymouth State University

Facilitating the Evidence Based Intervention Prime for Life for University alcohol & Marijuana policy violators on a bi-weekly basis.

The Center for Adolescent Health/Dartmouth-Hitchcock Clinic ~ Plymouth, NH 2006-2010

Director of Experiential Programming

Implementation of culturally sensitive experiential programming for at-risk youth; including rock climbing, backpacking, snowshoeing, white water rafting and service learning.

Lin-Wood Public School ~ Lincoln, NH 1999-2013

Student Assistant Coordinator

Assist with mental health concerns, behavioral concerns, positive behavioral support, academic, and classroom support, consultation with teachers, parents, and administrators as well as provide individual and group interventions. To identify and help students who may be experiencing personal, family, and/or alcohol and other drug problems which may be interfering with their ability to perform at school. Screen students when appropriate using the GAIN (Global Appraisal of Individual Needs). Create and establish support groups or implement short term counseling to help students cope with stressful events in their lives. Work with school administration to adhere to procedures around alcohol and/or other drug violations.

Professional References:

Robert Nelson Principal (retired) Lin-Wood Public School
(603) 348-7848

Aaron Loukes Athletic Director/ Physical Education Teacher Lin-Wood Public School
(603) 348-6181

Greg Williams Substance Misuse Prevention Coordinator North Country Health Consortium
(603) 728-5048

North Country Education Services
Direct Prevention Services
2021-2022 Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Chris Myrick	Program Co-Facilitator	\$35,000	100%	\$35,000
Sean O'Brien	Program Director	\$80,000	47.5%	\$38,000
Staci Segalla	Program Co-Facilitator	\$40,000	100%	\$40,000



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibanette
Commissioner

Katja S. Fox
Director

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

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June 10, 2020

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

REQUESTED ACTION

#1 Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing contracts, some of which are not Sole Source as indicated in italics, with the vendors listed below in bold for the continuation of Student assistance Program services at the middle and high school levels, by increasing the total price limitation by \$1,258,907 from \$2,859,021 to \$4,117,928 and by extending the completion dates from June 30, 2020 to June 30, 2021. 100% Federal Funds. 0% General Funds.

The Governor and Council approved the original agreements and subsequent amendments as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Monadnock Family Services	177510	Keene	\$101,118	\$47,178	\$148,296	O: 09/13/17, (Item #16) A1: 6/18/19, (Item, #29A)
North Country Education Services	154707	Gorham	\$200,000	\$100,000	\$300,000	O: 8/20/18, (Item #23) A1: 6/18/19, (Item #29A)
North Country Health Consortium	158557	Littleton	\$600,000	\$300,000	\$900,000	O: 8/20/18, (Item #23) A1: 6/18/19, (Item #29A)
SAU 08 Claremont School District	177374	Claremont	\$62,940	\$46,500	\$109,440	O: 12/05/18, (Item #21) A1: 8/28/19, (Item #13)

SAU 18 Franklin School District	159863	Franklin	\$291,143	\$91,143	\$382,286	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
SAU 30 Laconia School District	177240	Laconia	\$299,985	\$99,995	\$399,980	O: 9/13/17, (Item #16) A1: 6/19/19, (Item, #29A)
SAU 33 Raymond School District	159945	Raymond	\$299,945	\$99,990	\$399,935	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
SAU 37 Manchester School District	177323	Manchester	\$200,000	\$0	\$200,000	O: 12/5/18, (Item #29A) A1: 6/19/19, (Item #29A)
SAU 54 Rochester School District	177467	Rochester	\$200,000	\$100,000	\$300,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 61 Farmington School District	160001	Farmington	\$300,000	\$100,000	\$400,000	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
Second Start	177224	Concord	\$303,890	\$274,101	\$577,991	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
		Total:	\$2,859,021	\$1,258,907	\$4,117,928	

#2 Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing Sole Source contracts 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, by increasing the total price limitation by \$595,000 from \$715,000 to \$1,310,000 and by extending the completion dates from June 30, 2020 to June 30, 2022. 97% Federal Funds. 3% General Funds.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Seacoast Youth Services	203944	Seabrook	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15)

SAU 17 Sanborn School District	154453	Kingston	\$75,000	\$75,000	\$150,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 52 Portsmouth School District	177463	Portsmouth	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 43 Newport School District	159924	Newport	\$120,000	\$0	\$120,000	O: 12/5/18, (Item #21) A1: 9/18/19, (Item #17)
SAU 64 Milton School District	156682	Milton	\$100,000	\$100,000	\$200,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15)
SAU 9 Conway School District	159846	North Conway	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
		Total:	\$715,000	\$595,000	\$1,310,000	

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified. The Partnership for Success grant funding is anticipated to be available in State Fiscal Year 2021, effective October 1, 2020.

See attached fiscal details.

EXPLANATION

This request includes contracts that are Sole Source because vendors have effectively operated the Student Assistance Program for three (3) 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 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 the second (2nd) year of the two (2) year renewal option.

The purpose of this request is to continue Student Assistance Programming using the evidenced based Project Success in twenty (20) high schools; twenty-three (23) middle schools; and one (1) community college. The Contractors will effectively serve up to 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 drug use.

This request includes 15 of 17 agreements listed in the table above. The Department anticipates the remaining 2 agreements will be presented at the July 8, 2020 Governor and Executive Council meeting.

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 Contractors 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 Contractors 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 and to collect data for the purposes of 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 student's 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.

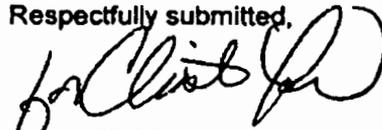
Should the Governor and Council not authorize this request, 23,333 students, statewide, may not receive the support and substance misuse prevention education needed during critical adolescent development years. Lack of these support services could result in: higher prevalence rates of underage drinking 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: Source of Funds: 98.93% Federal Funds from the Department of Health & Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, Substance Abuse Prevention and Treatment Block Grant (SAPT) CFDA #93.959 FAIN #TI010035 & TI083041 and DHHS, SAMHSA, Center for Substance Abuse Prevention, NH Partnership for Success Initiative (PFS2) CFDA #93.342 FAIN #SP020796 and 1.07% General Funds

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
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

T1010035 and T1083041

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
		Sub Total		91,049	140,000	231,049

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	15,035	-	15,035
2021	102/500731	Contracts for Program Services	92057502	-	50,000	50,000
2022	102/500731	Contracts for Program Services	92057502	-	50,000	50,000
		Sub Total		65,035	100,000	165,035

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
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		120,000	-	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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		100,000	-	100,000

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District 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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
		Sub Total		91,049	140,000	231,049

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	11,276	-	11,276
2021	102/500731	Contracts for Program Services	92057502	-	37,500	37,500
2022	102/500731	Contracts for Program Services	92057502	-	37,500	37,500
		Sub Total		48,776	75,000	123,776

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
		Sub Total		91,049	140,000	231,049

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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	25,000	25,000
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		42,500	25,000	67,500

		SUB TOTAL PREVENTION		649,458	620,000	1,269,458
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU
OF DRUG & ALCOHOL SVCS, CLINICAL SVS
66% Federal Funds 34% General Funds**

**CFDA #
FAIN**

**93-959
T1010035**

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	34,965	-	34,965
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		34,965	-	34,965

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		-	-	-

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		-	-	-

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District 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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	26,224	-	26,224
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				26,224	-	26,224

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

SUB TOTAL PREVENTION				208,042	-	208,042
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**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 #

FAIN

93.243

SP020796

Claremont School District SAU #6

VE # 177374-B005

PO # 1065152

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
2021	102/500731	Contracts for Program Services	92052407	-	46,500	46,500
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				62,940	46,500	109,440

Farmington School Dist SAU 61

VE #160001-B001

PO #1069091

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				300,000	100,000	400,000

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
2021	102/500731	Contracts for Program Services	92052407	-	91,143	91,143
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				291,143	91,143	382,286

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
2021	102/500731	Contracts for Program Services	92052407	-	99,995	99,995
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				299,985	99,995	399,980

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
2021	102/500731	Contracts for Program Services	92052407	-	-	-
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				200,000	-	200,000

Monadnock Family Services

VE #177510-B001

PO #1058318

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

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
2021	102/500731	Contracts for Program Services	92052407	-	47,178	47,178
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				101,118	47,178	148,296

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				200,000	100,000	300,000

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
2021	102/500731	Contracts for Program Services	92052407	-	300,000	300,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				500,000	300,000	800,000

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
2021	102/500731	Contracts for Program Services	92052407	-	99,990	99,990
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				299,945	99,990	399,935

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				200,000	100,000	300,000

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
2021	102/500731	Contracts for Program Services	92052407	-	249,101	249,101
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				261,390	249,101	510,491

SUB TOTAL PFS2				2,716,521	1,233,907	3,950,428
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NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL

		TOTAL CONTRACT	3,574,021	1,853,907	5,427,928
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**New Hampshire Department of Health and Human Services
Student Assistance Program**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Student Assistance Program**

This 2nd Amendment to the Student A contract (hereinafter referred to as "Amendment #2") 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, (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 300 Gorham Hill Rd, Gorham, NH 03581.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2018, (Item #23), as amended on June 19, 2019, (Item #29A) 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended and extended 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, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$300,000.
3. Exhibit A, Scope of Services, Section 2., Subsection 2.14., to read:
2.14. The Contractor shall administer the 2021 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2021.
4. Exhibit A, Scope of Services, Section 2., Subsection 2.15., to read:
2.15. Reserved
5. Exhibit A, Scope of Services, Section 6., Subsection 6.1., to read:
6.1 The Contractor shall administer the 2021 Youth Risk Behavior Survey with students in grades through 12 in the Spring of 2021.
6. Exhibit A, Scope of Services, Section 6., Subsection 6.2., to read:
6.2. Reserved.
7. Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:
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 and Exhibit B-2, Amendment #2.

JR
5/20/20

New Hampshire Department of Health and Human Services
Student Assistance Program



-
8. Add Exhibit B-2, Amendment #2, attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Student Assistance Program

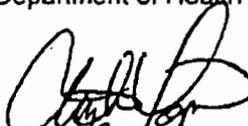


All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

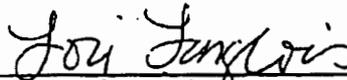
State of New Hampshire
Department of Health and Human Services

5/21/2020
Date


Name: Christine Toppas
Title: Associate Commissioner

North Country Education Services Agency

5/20/20
Date


Name: Lori Langlois
Title: Executive Director

New Hampshire Department of Health and Human Services
Student Assistance Program



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

OFFICE OF THE ATTORNEY GENERAL

June 10, 2020
Date

Christopher Marshall
Name:
Title:

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:

New Hampshire Department of Health and Human Services

Contractor name: North Country Education Services

Budget Request for: Student Assistance Program (SS-2019-BDAS-02-STUDE-06-A02)

Budget Period: July 1, 2020-June 30, 2021

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	\$ 60,000.00	\$ -	\$ 60,000.00	\$ -	\$ -	\$ -	\$ 60,000.00	\$ -	\$ 60,000.00
2. Employee Benefits	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
3. Consultants	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 3,750.00	\$ -	\$ 3,750.00	\$ -	\$ -	\$ -	\$ 3,750.00	\$ -	\$ 3,750.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
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	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
11. Staff Education and Training	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect As A Percent of Direct	\$ -	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 8,000.00
TOTAL	\$ 92,000.00	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 92,000.00	\$ 8,000.00	\$ 100,000.00

Indirect As A Percent of Direct

0.0%

Contractor Initials *JF*
 Date 5/26/20



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

29A mac

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

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

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.

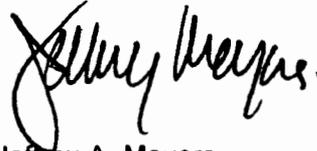
Area served: Statewide.

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.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

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,

A handwritten signature in black ink, appearing to read "Jeffrey Meyers". The signature is fluid and cursive, with a large initial "J" and "M".

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 #
FAIN**

**93-959
T1010035**

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 District 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 #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	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
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**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	99,995	-	99,995
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		199,985	99,990	299,975

**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
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	TOTAL CONTRACT			1,962,644	1,611,377	3,574,021
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
SFY 2017 and SFY 2018 FINANCIAL DETAIL**

	2018	2019		2020	Total Revised Modified Budget
	Current Price Limitation	Current Price Limitation	Current Modified Budget	Increase/Decrease	
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 District 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 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.



New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-06)

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

6/16/19
Date

[Signature]
Name: Katja Fox
Title: Director

North Country Education Services Agency

6/5/19
Date

[Signature]
Name: Lori Longfolds
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]
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: _____

New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-06)



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:



**New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-06)
Exhibit B, Amendment #1**

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.

JJ

6/5/19



**New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-06)
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.

JF

6/5/19

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 DHS 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: *JR*
 Date: *6/5/19*



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

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
			<i>Subtotal:</i>	<i>\$440,000</i>

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
			<i>Subtotal:</i>	<i>\$462,289</i>
			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.

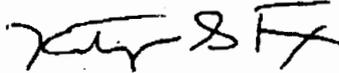
Should the Governor and Executive Council not authorize this request, 18,837 students, statewide, may not receive the support and substance misuse prevention education that may be needed during critical adolescent development years. Lack of these support services could result in: higher prevalence rates 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.

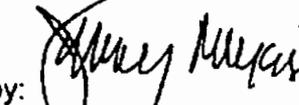
In the event that the Federal (or Other) Funds become no longer available, additional General Funds will not be requested to support this program.

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 Year	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
			<i>Prevention Sub Total:</i>	\$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
			<i>PFS2 Sub Total:</i>	\$462,289
			Total Contract Amount:	\$902,289

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

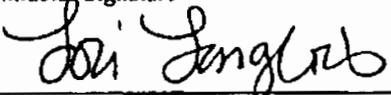
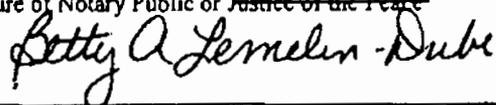
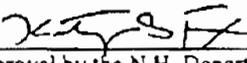
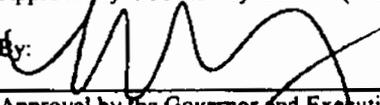
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 		1.12 Name and Title of Contractor Signatory Lori Langlois Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Coos</u> On <u>8/1/2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		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 		1.15 Name and Title of State Agency Signatory Katia Stox, 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: <u>Megan A. Leach Attorney</u> <u>9/7/18</u>			
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 JS
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 \$1,000,000 per 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.

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.



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.

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Exhibit A

- 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:

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Exhibit A

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- 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:

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8/1/18



Exhibit A

- 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.

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Exhibit A

- 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.

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8/1/18



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.

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New Hampshire Department of Health and Human Services
Student Assistance Program



Exhibit B

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.

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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.

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New Hampshire Department of Health and Human Services
Exhibit C



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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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

Exhibit C - Special Provisions

Contractor Initials

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Date

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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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New Hampshire Department of Health and Human Services
Exhibit C



- 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.

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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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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

Contractor Name:

8/1/18
Date

Lori Langlois
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-1.)
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:

8/11/18
Date

Lori Langolis
Name: Lori Langolis
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

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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 (11)(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

Lori Langlais
Name: Lori Langlais
Title: Executive Director

Contractor Initials LL
Date 8/1/18



**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.

Exhibit G

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

Contractor Initials

Date

8/1/14

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

8/1/18
Date

Lori Langlois
Name: Lori Langlois
Title: Executive Director

Exhibit G

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

Contractor Initials LL



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:

8/11/18
Date

Lori Langlois
Name: Lori Langlois
Title: Executive Director



Exhibit I

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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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8/1/18



Exhibit I

- l. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

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

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8/11/18



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). 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

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Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, 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
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

8/23/18
Date

North Country Education Services
Name of the Contractor

Jon Langlois
Signature of Authorized Representative

Lori Langlois
Name of Authorized Representative

Executive Director
Title of Authorized Representative

8/1/18
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

Lori Langlois
Name: Lori 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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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8/1/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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8/1/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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8/1/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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8/1/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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8/1/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and 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.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, 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

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-
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

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New Hampshire Department of Health and Human Services Student Assistance Program

State of New Hampshire Department of Health and Human Services Amendment #3

This 3rd Amendment to the Student Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and SAU #6 – Claremont School District, ("the Contractor"), a municipality with a place of business at 165 Broad Street, Claremont, NH 03102.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 5, 2018 (Item #21), as amended on August 28, 2019, (Item #13), as amended on June 24, 2020, (Item #31A), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the Contract may be amended 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, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$155,940
3. Modify Exhibit A, Scope of Services, Section 2, Scope of Work, Paragraph 2.14., to read:
2.14. The Contractor shall administer the 2022 Youth Risk Behavior Survey with students in grades 9 through 12 in the spring of 2022.
4. Modify Exhibit A, Scope of Services, Section 6, Deliverables, Paragraph 6.1., to read:
6.1. The Contractor shall administer the 2022 Youth Risk Behavior Survey with students in grades 9 through 12 in the spring of 2022.
5. Modify Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1. to read:
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, Exhibit B-2, Amendment #2, and Exhibit B-3, Amendment #3.
6. Add Exhibit B-3, Amendment #3, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. 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

6/15/2021

Date

DocuSigned by:

Katja Fox

ED9D05B04C63442...

Name: Katja Fox

Title:
Director

SAU #6 – Claremont School District

6/15/2021

Date

DocuSigned by:

Michael Tempesta

0DBA4D03442844E...

Name: Michael Tempesta

Title:
Superintendent of Schools

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

OFFICE OF THE ATTORNEY GENERAL

6/15/2021

Date

DocuSigned by:



D5CA9202E32C4AE

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit B-3 Budget Amendment 3

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: SAU 6 Claremont School District

Budget Request for: Student Assistance Program

Budget Period: July 1, 2021 to June 30, 2022

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	\$ 30,600.00		\$ 30,600.00	\$ -	\$ -	\$ -	\$ 30,600.00		\$ 30,600.00
2. Employee Benefits	\$ 12,050.00		\$ 12,050.00	\$ -	\$ -	\$ -	\$ 12,050.00		\$ 12,050.00
3. Consultants				\$ -	\$ -	\$ -			
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:									
Educational	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Cost- As a percentage of Direct		\$ 1,350.00	\$ 1,350.00	\$ -	\$ -	\$ -	\$ -	\$ 1,350.00	\$ 1,350.00
TOTAL	\$ 45,150.00	\$ 1,350.00	\$ 46,500.00	\$ -	\$ -	\$ -	\$ 45,150.00	\$ 1,350.00	\$ 46,500.00

Indirect As A Percent of Direct

3.0%

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Claremont School District
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 2, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

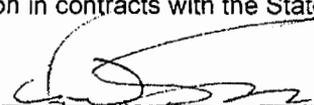
VOTED: That Michael Tempesta (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Claremont School District to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 6/2/2021



Signature of Elected Officer
Name: Frank Sprague
Title: Claremont School Board Chair Person



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.

<i>Participating Member:</i> Claremont School District SAU #6 165 Broad Street Claremont, NH 03743	<i>Member Number:</i> 909	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ 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:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2021	7/1/2022	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2021	7/1/2022	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease -- Each Employee	\$2,000,000
			Disease -- Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2021	7/1/2022	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: <i>Mary Beth Pucell</i>
			Date: 6/7/2021 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



Loel A. Shlbinette
Commissioner

Katja S. Fox
Director

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

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

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June 10, 2020

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

REQUESTED ACTION

#1 Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing contracts, some of which are not **Sole Source** as indicated in italics, with the vendors listed below in bold for the continuation of Student assistance Program services at the middle and high school levels, by increasing the total price limitation by \$1,258,907 from \$2,859,021 to \$4,117,928 and by extending the completion dates from June 30, 2020 to June 30, 2021. 100% Federal Funds. 0% General Funds.

The Governor and Council approved the original agreements and subsequent amendments as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Monadnock Family Services	177510	Keene	\$101,118	\$47,178	\$148,296	O: 09/13/17, (Item #16) A1: 6/19/19, (Item, #29A)
North Country Education Services	154707	Gorham	\$200,000	\$100,000	\$300,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
North Country Health Consortium	158557	Littleton	\$600,000	\$300,000	\$900,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 06 Claremont School District	177374	Claremont	\$62,940	\$46,500	\$109,440	O: 12/05/18, (Item #21) A1: 8/28/19, (Item #13)

SAU 18 Franklin School District	159863	Franklin	\$291,143	\$91,143	\$382,286	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
SAU 30 Laconia School District	177240	Laconia	\$299,985	\$99,995	\$399,980	O: 9/13/17, (Item #16) A1: 6/19/19, (Item, #29A)
SAU 33 Raymond School District	159945	Raymond	\$299,945	\$99,990	\$399,935	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
SAU 37 Manchester School District	177323	Manchester	\$200,000	\$0	\$200,000	O: 12/5/18, (Item #29A) A1: 6/19/19, (Item #29A)
SAU 54 Rochester School District	177467	Rochester	\$200,000	\$100,000	\$300,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 61 Farmington School District	160001	Farmington	\$300,000	\$100,000	\$400,000	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
Second Start	177224	Concord	\$303,890	\$274,101	\$577,991	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
		Total:	\$2,859,021	\$1,258,907	\$4,117,928	

#2 Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing Sole Source contracts 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, by increasing the total price limitation by \$595,000 from \$715,000 to \$1,310,000 and by extending the completion dates from June 30, 2020 to June 30, 2022. 97% Federal Funds. 3% General Funds.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Seacoast Youth Services	203944	Seabrook	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15)

SAU 17 Sanborn School District	154453	Kingston	\$75,000	\$75,000	\$150,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 52 Portsmouth School District	177463	Portsmouth	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 43 Newport School District	159924	Newport	\$120,000	\$0	\$120,000	O: 12/5/18, (Item #21) A1: 9/18/19, (Item #17)
SAU 64 Milton School District	156682	Milton	\$100,000	\$100,000	\$200,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15)
SAU 9 Conway School District	159846	North Conway	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
		Total:	\$715,000	\$595,000	\$1,310,000	

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified. The Partnership for Success grant funding is anticipated to be available in State Fiscal Year 2021, effective October 1, 2020.

See attached fiscal details.

EXPLANATION

This request includes contracts that are **Sole Source** because vendors have effectively operated the Student Assistance Program for three (3) 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 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 the second (2nd) year of the two (2) year renewal option.

The purpose of this request is to continue Student Assistance Programming using the evidenced based Project Success in twenty (20) high schools; twenty-three (23) middle schools; and one (1) community college. The Contractors will effectively serve up to 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 drug use.

This request includes 15 of 17 agreements listed in the table above. The Department anticipates the remaining 2 agreements will be presented at the July 8, 2020 Governor and Executive Council meeting.

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 Contractors 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 Contractors 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 and to collect data for the purposes of 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 student's 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.

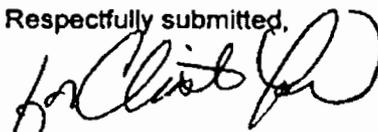
Should the Governor and Council not authorize this request, 23,333 students, statewide, may not receive the support and substance misuse prevention education needed during critical adolescent development years. Lack of these support services could result in: higher prevalence rates of underage drinking 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: Source of Funds: 98.93% Federal Funds from the Department of Health & Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, Substance Abuse Prevention and Treatment Block Grant (SAPT) CFDA #93.959 FAIN #TI010035 & TI083041 and DHHS, SAMHSA, Center for Substance Abuse Prevention, NH Partnership for Success Initiative (PFS2) CFDA #93.342 FAIN #SP020796 and 1.07% General Funds

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
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 #
FAIN

93-959
TI010035 and TI083041

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
		Sub Total		91,049	140,000	231,049

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	15,035	-	15,035
2021	102/500731	Contracts for Program Services	92057502	-	50,000	50,000
2022	102/500731	Contracts for Program Services	92057502	-	50,000	50,000
		Sub Total		65,035	100,000	165,035

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
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		120,000	-	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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		100,000	-	100,000

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District 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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
Sub Total				91,049	140,000	231,049

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	11,276	-	11,276
2021	102/500731	Contracts for Program Services	92057502	-	37,500	37,500
2022	102/500731	Contracts for Program Services	92057502	-	37,500	37,500
Sub Total				48,776	75,000	123,776

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
Sub Total				91,049	140,000	231,049

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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	25,000	25,000
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				42,500	25,000	67,500

SUB TOTAL PREVENTION				649,458	620,000	1,269,458
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU
OF DRUG & ALCOHOL SVCS, CLINICAL SVS
66% Federal Funds 34% General Funds**

CFDA # **93-959**
FAIN **TI010035**

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	34,965	-	34,965
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				34,965	-	34,965

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District 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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	26,224	-	26,224
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				26,224	-	26,224

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

SUB TOTAL PREVENTION				208,042	-	208,042
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**New Hampshire Department of Health and Human Services
Student Assistance Program**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Student Assistance Program**

This 2nd Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #2") 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 #6 – Claremont School District, (hereinafter referred to as "the Contractor"), a municipality with a place of business at 165 Broad St., Claremont, NH 03102.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 5, 2018, (Item #21), as amended on August 28, 2019 (Item #13) 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended and extended 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, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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 1.4, Contractor Address, to read:
165 Broad Street, Claremont, NH 03743.
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$109,440.
4. Exhibit A, Scope of Services, Section 2., Subsection 2.14., to read:
2.14. The Contractor shall administer the 2021 Youth Risk Behavior Survey with students in grades 9 through 12 in the spring of 2021.
5. Exhibit A, Scope of Services, Section 2., Subsection 2.15., to read:
2.15. Reserved.
6. Exhibit A, Scope of Services, Section 6., Deliverables, Subsection 6.1., to read:
6.1. The Contractor shall administer the 2021 Youth Risk Behavior Survey with students in grades 9 through 12 in the spring of 2021.
7. Exhibit A, Scope of Services, Section 6., Deliverables, Subsection 6.2., to read:
6.2. Reserved.
8. Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:
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 and Exhibit B-2, Amendment #2.

New Hampshire Department of Health and Human Services
Student Assistance Program



-
9. Add Exhibit B-2, Amendment #2, attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Student Assistance Program

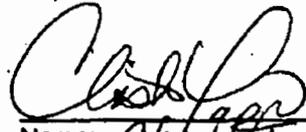


All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

6-2-2020
Date


Name: Christi Tappan
Title: Associate Commissioner

SAU #6 - Claremont School District

5/29/30
Date


Name: MICHAEL C. TOMPESSA
Title: SUPERINTENDENT

New Hampshire Department of Health and Human Services
Student Assistance Program



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

OFFICE OF THE ATTORNEY GENERAL

June 10, 2020
Date

Christopher Marshall
Name:
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:

Handwritten signature and date
5/27/20

New Hampshire Department of Health and Human Services
Exhibit B-2, Amendment #2

Contractor Name: SAU #6 - Claremont School District

Budget Request for: Student Assistance Program

Budget Period: July 1, 2020 to June 30, 2021

Line Item	Total Program Cost				Contractor Share / Match				Funded by DHHHS contract share				
	Direct	Indirect	Total	Share	Match	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salary/Wages	\$ 30,600.00	\$ -	\$ 30,600.00	\$ -	\$ -	\$ -	\$ 30,600.00	\$ -	\$ -	\$ 30,600.00	\$ -	\$ -	\$ 30,600.00
2. Employee Benefits	\$ 12,050.00	\$ -	\$ 12,050.00	\$ -	\$ -	\$ -	\$ 12,050.00	\$ -	\$ -	\$ 12,050.00	\$ -	\$ -	\$ 12,050.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aerial and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific reference to contractor):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect As A Percent of Direct	\$ -	\$ 1,350.00	\$ 1,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350.00	\$ -	\$ 1,350.00
TOTAL	\$ 45,150.00	\$ 1,350.00	\$ 46,500.00	\$ -	\$ -	\$ -	\$ 45,150.00	\$ -	\$ -	\$ 45,150.00	\$ 1,350.00	\$ -	\$ 46,500.00

Indirect As A Percent of Direct

3.0%

Contractor Initials _____
Date: 5/29/20

13 mac



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

August 14, 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 retroactively exercise a renewal option and amend an existing sole source agreement with SAU #6-Claremont School District (Vendor #177374), for the continuation of Student Assistance Program services, by increasing the price limitation by \$31,470 from \$4,100,051 to \$4,131,521, and by extending the completion date from June 30, 2019 to June 30, 2020, retroactive to June 30, 2019, effective upon Governor and Executive Council approval. 93.71% Federal Funds, 6.29% 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	\$101,118	\$0	\$101,118	O: 09/13/2017 (Item #16) A1: 6/19/19 (Item #29A)
North Country Education Services Agency	154707	Gorham	\$200,000	\$0	\$200,000	O: 09/20/2018 (Item #23) A1: 6/19/19 (Item #29A)
North Country Health Consortium	158557	Littleton	\$700,000	\$0	\$700,000	O: 09/20/2018 (Item #23) A1: 6/19/19 (Item #29A)
SAU 06 Claremont	177374	Claremont	\$31,470	\$31,470	\$62,940	O: 12/05/18 (Item #21)
SAU 09 Conway School District	159846	North Conway	\$280,000	\$0	\$280,000	O: 09/20/2018 (Item #23)

Vendor	Vendor Number	Location	Current Amount	Increase/ (Decrease)	Modified Amount	G&C Approval Date
						A1: 6/19/19 (Item #29A)
SAU 17 Sanborn	154453	Kingston	\$150,000	\$0	\$150,000	09/20/2018 (Item #23) A1: 6/19/19 (Item #29A)
SAU 18 Franklin	159863	Franklin	\$291,143	\$0	\$291,143	O: 09/13/2017 (Item #16) A1: 6/19/19 (Item #29A)
SAU 30 Laconia	177420	Laconia	\$299,985	\$0	\$299,985	O: 09/13/2017 (Item #16) A1: 6/19/19 (Item #29A)
SAU 33 Raymond	159945	Raymond	\$299,945	\$0	\$299,945	O: 09/13/2017 (Item #16) A1: 6/19/19 (Item #29A)
SAU 37 Manchester	177323	Manchester	\$200,000	\$0	\$200,000	O: 12/05/18 (Item #21) A1: 6/19/19 (Item #29A)
SAU 43 Newport	159924	Newport	\$60,000	\$0	\$60,000	O: 12/05/18 (Item #21)
SAU 52 Portsmouth	177463	Portsmouth	\$280,000	\$0	\$280,000	O: 09/20/2018 (Item #23) A1: 6/19/19 (Item #29A)
SAU 54 Rochester	177467	Rochester	\$200,000	\$0	\$200,000	O: 09/20/2018 (Item #23) A1: 6/19/19 (Item #29A)
SAU 61 Farmington	160001	Farmington	\$300,000	\$0	\$300,000	O: 09/13/2017 (Item #16) A1: 6/19/19 (Item #29A)

Vendor	Vendor Number	Location	Current Amount	Increase/ (Decrease)	Modified Amount	G&C Approval Date
SAU 64 Milton School District	156682	Milton	\$150,000	\$0	\$150,000	O: 9/20/2018 (Item #23)
Seacoast Youth Services	203944	Seabrook	\$140,000	\$0	\$210,000	O: 9/20/2018 (Item #23)
Second Start	177224	Concord	\$346,390	\$0	\$346,390	O: 09/20/2018 (Item #23) A1: 6/19/19 (Item #29A)
		Totals:	\$4,100,051	\$31,470	\$4,131,521	

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 budget, 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 is **retroactive** because the Contractor was not able to execute the contract amendment before the deadline for submission for the final Governor and Executive Council meeting for State Fiscal Year (SFY) 2019, in June 2019. Additionally, the contract amendments are retroactive to June 30, 2019 to continue services under these agreements.

This request is **sole source** because the Contractor has 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 period in order to continue receiving Federal funding.

The contract contains 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, the 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.

The Governor and Executive Council approved contract amendments for thirteen (13) of the contracts listed on the table above on June 19, 2019, Item #29A. Contract amendments for two (2) of the remaining four (4) contracts were approved by the Governor and Executive Council on July 10, 2019 (Item #15). This request, if approved, will amend one of the remaining two (2) of the seventeen (17) contracts listed in the table above, and will to extend services provided by the contractor for one (1) additional year.

The contractor will continue Student Assistance Programming (SAP) using the evidenced based Project Success in one (1) high school and one (1) middle school. The SAP provides services

for 780 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. This request, if approved, will continue services in the Contractor's school district for one (1) additional year.

The Contractor will conduct screenings for alcohol and other drug use, provide individual and group support sessions, and make referrals to drug and alcohol treatment providers when indicated by the screening. Additionally, the Contractor will continue to 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 this agreement requires the Contractor to incorporate community level media strategies, and approaches shown to impact the culture and overall wellbeing of the community.

Student Assistance Programs work collaboratively with the Department and the New Hampshire Center for Excellence to improve the quality of services to students and 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, 898 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.

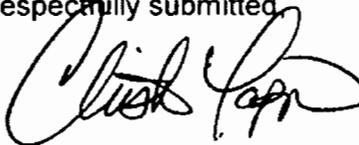
Area served: Statewide.

Source of Funds: 93.71% 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 6.29% General Funds.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 5 of 5

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

Respectfully submitted,

for 

Jeffrey A. Meyers
Commissioner

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
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 T1010035

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		140,000	-	140,000

Milton School District SAU #84

VE # 158682-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	15,035	-	15,035
		Sub Total		65,035	-	65,035

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	-	-	-
		Sub Total		60,000	-	60,000

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 District 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		140,000	-	140,000

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

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				75,000	-	75,000

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	21,049	-	21,049
Sub Total				91,049	-	91,049

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				713,584	-	713,584
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05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SVS

66% Federal Funds 34% General Funds

**CFDA #
FAIN**

**93-959
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				140,000	-	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	34,965	-	34,965
Sub Total				84,965	-	84,965

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

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 District 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				140,000	-	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				75,000	-	75,000

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	48,951	-	48,951
Sub Total				118,951	-	118,951

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				701,416	-	701,416
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**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 #180001-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				300,000	-	300,000

Franklin School District				VE #159883-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				291,143	-	291,143

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				299,985	-	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				200,000	-	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	36,782	-	36,782
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				101,138	-	101,138

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

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				200,000	-	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				500,000	-	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				299,945	-	299,945

Rochester School District SAU #54				VE # 177483-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				200,000	-	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	82,289	-	82,289
2020	102/500731	Contracts for Program Services	92052407	199,101	-	199,101
Sub Total				281,390	-	281,390

SUB TOTAL PFS2				2,685,051	31,470	2,716,521
TOTAL CONTRACT				4,100,051	31,470	4,131,521



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 #6 Claremont School District (hereinafter referred to as "the Contractor"), a municipality with a place of business at 165 Broad Street, Claremont, 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 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:
\$62,940.
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.



New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-01)

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

8/7/19
Date

[Signature]
Name: Katja Fox
Title: Director

SAU #6 Claremont School District

7/19/19
Date

[Signature]
Name: Michael Tempesta
Title: Superintendent of Schools

Acknowledgement of Contractor's signature:

State of NH, County of Sullivan on 7/19/2019, 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]
Signature of Notary Public or Justice of the Peace

Misty D. Hodgdon
Name and Title of Notary or Justice of the Peace

MISTY D. HODGDON, Notary Public
State of New Hampshire
My Commission Expires June 7, 2022

My Commission Expires: 6/7/2022

New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-01)



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

OFFICE OF THE ATTORNEY GENERAL

8/9/2019
Date

[Signature]
Name: *Nancy J. Smith*
Title: *Sr. Assistant 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:



**New Hampshire Department of Health and Human Services
 Student Assistance Program (SS-2019-BDAS-02-STUDE-01)
 Exhibit B, Amendment #1**

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.

met

2/19/19



**New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-01)
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 #6 Claremont School District

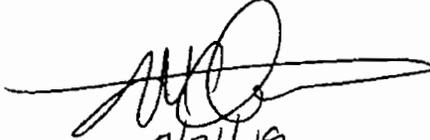
Budget Request for: Student Assistance Program (SS-2019-BDAS-02-STUDE-01)

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	\$ 20,750.00	\$ -	\$ 20,750.00	\$ -	\$ -	\$ -	\$ 20,750.00	\$ -	\$ 20,750.00
2. Employee Benefits	\$ 7,070.00	\$ -	\$ 7,070.00	\$ -	\$ -	\$ -	\$ 7,070.00	\$ -	\$ 7,070.00
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 (Chem Free Grant)	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Costs @ 3.8%	\$ -	\$ 1,150.00	\$ 1,150.00	\$ -	\$ -	\$ -	\$ -	\$ 1,150.00	\$ 1,150.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 30,320.00	\$ 1,150.00	\$ 31,470.00	\$ -	\$ -	\$ -	\$ 30,320.00	\$ 1,150.00	\$ 31,470.00

Indirect As A Percent of Direct

3.8%


 7/31/19

Contractor Initials _____

Date _____

New Hampshire Department of Health and Human Services

Contractor name SAU #6 Claremont School District

Budget Request for: Student Assistance Program (SS-2019-BDAS-02-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	\$ 20,750.00	\$ -	\$ 20,750.00	\$ -	\$ -	\$ -	\$ 20,750.00	\$ -	\$ 20,750.00
2. Employee Benefits	\$ 7,070.00	\$ -	\$ 7,070.00	\$ -	\$ -	\$ -	\$ 7,070.00	\$ -	\$ 7,070.00
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. Subcontract/Agreements (Chem Free Grad)	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Costs @ 3.8%	\$ -	\$ 1,150.00	\$ 1,150.00	\$ -	\$ -	\$ -	\$ -	\$ 1,150.00	\$ 1,150.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 30,320.00	\$ 1,150.00	\$ 31,470.00	\$ -	\$ -	\$ -	\$ 30,320.00	\$ 1,150.00	\$ 31,470.00

Indirect As A Percent of Direct

3.8%


 7/31/19

Contractor Initials _____

Date _____

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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

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
			<i>Subtotal:</i>	\$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
			<i>Subtotal:</i>	\$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.

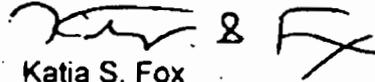
Area served: Statewide.

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.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4

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-01)

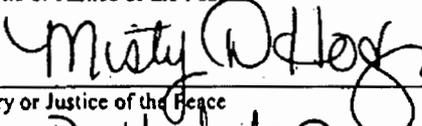
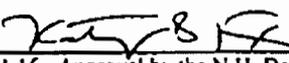
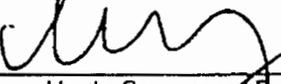
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 SAU #6 - Claremont School District		1.4 Contractor Address 165 Broad St. Claremont NH 03102	
1.5 Contractor Phone Number 603 543-4200	1.6 Account Number 05-95-92-920510-33950000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$31,470
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	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Sullivan</u> On <u>8/28/2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		MISTY D. HODGDON, Notary Public State of New Hampshire My Commission Expires June 7, 2022	
1.13.2 Name and Title of Notary or Justice of the Peace Misty D. Hodgdon			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Ktja S Fox Director	
Date: <u>10/2/18</u>			
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: <u>Megan A. Cole - Attorney</u> <u>10/10/18</u>			
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

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8/24/15

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 \$1,000,000 per 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

CL
8/24/18

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

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8/24/13



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: Claremont middle school and Stevens 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.

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- 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.

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Exhibit A

- 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.

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- 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.

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Exhibit A

- 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.

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Exhibit B

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.

**New Hampshire Department of Health and Human Services
Student Assistance Program**



Exhibit B

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 Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 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.

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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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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: [Signature]
Date: 8/24/18

New Hampshire Department of Health and Human Services
Exhibit C



- 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.

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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

CE
8/24/18

New Hampshire Department of Health and Human Services
Exhibit D



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

Place of Performance (street address, city, county, state, zip code) (list each location)
Claremont Middle School - 107 South St Claremont NH 03743
Stevens High School - 115 Broad Street Claremont NH 03743

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

Contractor Name:

8/24/18
Date


Name:
Title:



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-1.)
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:

8/24/18
Date

Name: Amyll Al
Title: Comptroller
Asst. Supt.

Exhibit E - Certification Regarding Lobbying

Contractor Initials

AL
Date 8/24/18



**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 Order 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 (11)(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:

Date 8/24/18

[Signature]
Name: Conrad Leclair
Title: Asst. Supt.

Contractor Initials CL
Date 8/24/18



**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.

Exhibit G

Contractor Initials

CP

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

8/24/18

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

8/24/18
Date


Name: Conrad LeClair
Title: Asst. Supt.

Exhibit G

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

Contractor Initials

CL

Date 8/24/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

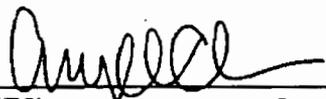
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, 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:

8/24/18
Date


Name:
Title: Corey LeClair
Asst. Supt.

Contractor Initials cl
Date 8/24/18



Exhibit I

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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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8/24/18



Exhibit I

- l. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (1). 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



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

al
Date 8/24/18



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

10/2/18
Date

SAU b
Name of the Contractor

[Signature]
Signature of Authorized Representative

Cory LeClair
Name of Authorized Representative

Asst Superintendent
Title of Authorized Representative

8/24/18
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:

8/24/18
Date

[Signature]
Name:
Title: Corey LeClair
Asst. Supt.



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: 019799283
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: _____

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8/24/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

[Handwritten Signature]
Date *2/24/18*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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8/24/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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


8/24/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

8/24/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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8/21/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's 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

[Handwritten initials]

8/24/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and 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.

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8/24/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, 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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

- A. DHHS 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



New Hampshire Department of Health and Human Services Student Assistance Program

State of New Hampshire Department of Health and Human Services Amendment #3

This 3rd Amendment to the Student Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Monadnock Family Services, ("the Contractor"), a domestic nonprofit corporation with a place of business at 64 Main St., Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 13, 2017, (Item #16), as amended on June 19, 2019, (Item #29A), as amended on June 24, 2020, (Item #31A), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended 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, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$195,474
3. Modify 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, 2022, and the Department shall not be liable for any payment for services provide after June 30, 2022, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2022-2023 biennium.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, by adding Section 9 as follows:
9. The Contractor shall submit one (1) budget for State Fiscal Year 2022, for approval in a form satisfactory to the Department, no later than 10 days from the Effective Date, which shall be retained by the Department. The Contractor shall:
 - 9.1. Ensure approval is received from the Department prior to submitting invoices for payment.
 - 9.2. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
5. Modify Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1. to read:
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, Exhibit B-2, Amendment #2, and the budget approved by the Department in accordance with Section 9 of this Exhibit B, hereinafter referred to as Exhibit B-3, Amendment #3.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. 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

6/14/2021
Date

DocuSigned by:
Katja Fox
ED9D05B04C63442...

Name: Katja Fox
Title: Director

Monadnock Family Services

6/14/2021
Date

DocuSigned by:
Phillip Wyzik
643E02AA3E57407...

Name: Phillip Wyzik
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/14/2021

Date

DocuSigned by:

D6CA0262E32G4AE...

Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

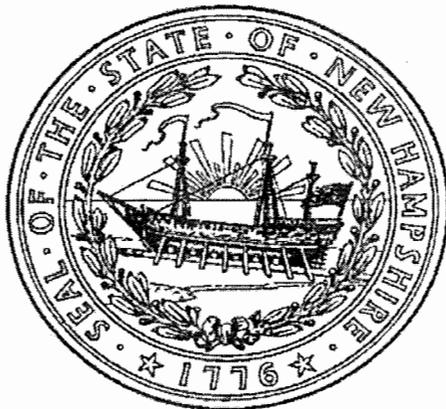
Department of State

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: 0005337887



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. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Monadnock Family Services.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 27, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Philip Wyzik, CEO & Gigi Pratt, CFO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Monadnock Family Services to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 5/27/21



Signature of Elected Officer
Name: Brian P. Donovan
Title: CHAIRMAN of BOARD of DIRECTORS



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.

Our Vision:

We see a community in which the needs of our clients are met through understanding and skillful providers, supportive and accessible services, and a rich array of opportunities for growth.

Our Service Standard:

All our interactions with clients, customers, stakeholders and each other are at the same level of quality and professionalism we expect from health care providers treating ourselves or our family members. This is our standard for quality.

Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**FOR THE YEARS ENDED
JUNE 30, 2020 AND 2019
AND
INDEPENDENT AUDITORS' REPORT**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

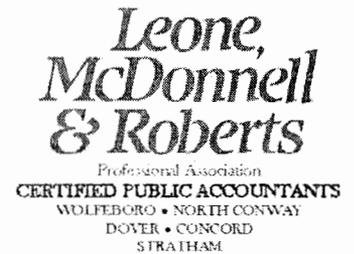
CERTIFIED PUBLIC ACCOUNTANTS

MONADNOCK FAMILY SERVICES, INC.

JUNE 30, 2020 AND 2019

TABLE OF CONTENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 - 2
Financial Statements:	
Statements of Financial Position	3
Statement of Activities	4
Statements of Cash Flows	5
Statement of Functional Expenses	6 - 8
Notes to Financial Statements	9 - 18
Supplementary Information:	
Schedule of Functional Revenues	19 - 21



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, 2020 and 2019, and the related statements of cash flows, and the notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2020.

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 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 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, 2020 and 2019, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2020 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, 2019 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 31, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019, 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 18 - 20 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*

Wolfeboro, New Hampshire
October 14, 2020

MONADNOCK FAMILY SERVICES, INC.**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2020 AND 2019****ASSETS**

	<u>2020</u>	<u>2019</u>
CURRENT ASSETS		
Cash and equivalents	\$ 1,604,971	\$ 1,129,329
Accounts receivable:		
Client fees	269,740	309,150
Medicaid and Medicare	265,449	266,341
Insurance	100,108	84,409
Other	574,780	344,184
Allowance for doubtful accounts	(380,557)	(385,497)
Prepaid expenses	<u>75,127</u>	<u>103,587</u>
Total current assets	<u>2,509,618</u>	<u>1,851,503</u>
PROPERTY		
Furniture, fixtures and equipment	380,991	465,669
Vehicles	194,863	194,863
Building and leasehold improvements	<u>130,838</u>	<u>131,596</u>
Total	706,692	792,128
Less accumulated depreciation	<u>506,678</u>	<u>535,393</u>
Property, net	<u>200,014</u>	<u>256,735</u>
OTHER ASSETS		
Interest in net assets of Foundation	<u>1,736,408</u>	<u>1,029,832</u>
Total other assets	<u>1,736,408</u>	<u>1,029,832</u>
Total assets	<u>\$ 4,446,040</u>	<u>\$ 3,138,070</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 232,940	\$ 163,631
Accrued salaries, wages, and related expenses	534,240	381,710
Refundable advance	315,364	320,093
Other current liabilities	106,713	65,875
Due to affiliates, net	<u>653,866</u>	<u>552,139</u>
Total liabilities	<u>1,843,123</u>	<u>1,483,448</u>
NET ASSETS		
Without donor restrictions	2,339,938	1,399,625
With donor restrictions	<u>262,979</u>	<u>254,997</u>
Total net assets	<u>2,602,917</u>	<u>1,654,622</u>
Total liabilities and net assets	<u>\$ 4,446,040</u>	<u>\$ 3,138,070</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Without Donor</u> <u>Restrictions</u>	<u>With Donor</u> <u>Restrictions</u>	<u>2020</u> <u>Total</u>	<u>2019</u> <u>Total</u>
CHANGES IN NET ASSETS				
Revenues				
Program service fees	\$ 10,392,141	\$ -	\$ 10,392,141	\$ 9,160,937
Other public support	1,048,784	-	1,048,784	570,423
Federal funding	376,412	-	376,412	561,592
Donations	468,010	-	468,010	299,902
United Way	258,607	-	258,607	208,012
Local/County government	186,465	-	186,465	182,439
Program sales	75,991	-	75,991	87,739
Rental income	32,763	-	32,763	2,338
Net gain on beneficial interest in Foundation	698,594	7,982	706,576	201,350
Other income	<u>47,302</u>	<u>-</u>	<u>47,302</u>	<u>72,251</u>
Total revenues	<u>13,585,069</u>	<u>7,982</u>	<u>13,593,051</u>	<u>11,346,983</u>
Expenses				
Program services				
Children & adolescents	2,862,242	-	2,862,242	2,578,426
Multi-service team	1,974,808	-	1,974,808	1,767,386
Maintenance	1,117,201	-	1,117,201	862,688
ACT team	884,867	-	884,867	883,226
Emergency services/assessment	834,066	-	834,066	734,862
Other non-BBH	788,705	-	788,705	769,447
Older adult services	581,669	-	581,669	478,031
Community residence	511,454	-	511,454	462,577
Non-eligibles	353,561	-	353,561	163,183
Intake	279,141	-	279,141	269,475
Supportive living	180,120	-	180,120	176,066
Vocational services	146,148	-	146,148	169,095
Restorative partial hospital	32,759	-	32,759	38,151
Community education & training	10,699	-	10,699	10,276
Supporting activities				
Administration	<u>2,087,316</u>	<u>-</u>	<u>2,087,316</u>	<u>1,861,703</u>
Total expenses	<u>12,644,756</u>	<u>-</u>	<u>12,644,756</u>	<u>11,224,592</u>
CHANGES IN NET ASSETS	940,313	7,982	948,295	122,391
NET ASSETS, BEGINNING OF YEAR	<u>1,399,625</u>	<u>254,997</u>	<u>1,654,622</u>	<u>1,532,231</u>
NET ASSETS, END OF YEAR	<u>\$ 2,339,938</u>	<u>\$ 262,979</u>	<u>\$ 2,602,917</u>	<u>\$ 1,654,622</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 948,295	\$ 122,391
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	56,721	43,367
Change in allowance for doubtful accounts	(4,940)	118,395
Gain on beneficial interest in Foundation	(706,576)	(201,350)
(Increase) decrease in assets:		
Accounts receivable	(205,993)	(379,659)
Prepaid expenses	28,460	(46,424)
Increase (decrease) in liabilities:		
Accounts payable	69,309	94,396
Accrued salaries, wages and related expenses	152,530	43,387
Refundable advance	(4,729)	(141,004)
Other current liabilities	<u>40,838</u>	<u>354</u>
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>373,915</u>	<u>(346,147)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Increase in due to affiliates, net	101,727	364,914
Property and equipment additions	<u>-</u>	<u>(143,079)</u>
NET CASH PROVIDED BY INVESTING ACTIVITIES	<u>101,727</u>	<u>221,835</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	475,642	(124,312)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>1,129,329</u>	<u>1,253,641</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 1,604,971</u>	<u>\$ 1,129,329</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid for interest	<u>\$ 100</u>	<u>\$ 987</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

Continued

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Maintenance</u>	<u>Children & Adolescents</u>	<u>Older Adult Services</u>	<u>Intake</u>	<u>Emergency Services/ Assessment</u>	<u>Restorative Partial Hospital</u>
PERSONNEL COSTS						
Salaries and wages	\$ 751,790	\$ 1,819,342	\$ 412,033	\$ 179,453	\$ 588,585	\$ 27,328
Employee benefits	187,150	448,943	69,706	47,080	105,281	972
Payroll taxes	53,473	128,106	30,315	13,218	41,603	2,112
PROFESSIONAL FEES						
Substitute staff	3,143	7,875	-	-	2,932	-
Audit fees	7,729	24,205	3,997	2,861	5,074	406
Legal fees	1,021	5,193	922	80	273	86
Other professional fees	187	88,127	30	43	-	-
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	134	352	14	6	7	1
In-service training	-	-	-	-	-	-
Conferences and conventions	3,252	6,363	1,156	99	975	-
Other staff development	820	1,097	84	324	708	-
OCCUPANCY COSTS						
Rent	60,210	154,733	27,352	21,336	45,774	32
Repairs and maintenance	1,511	573	1,126	723	1,547	1
Other occupancy costs	7,531	21,650	3,031	2,273	5,159	127
CONSUMABLE SUPPLIES						
Office supplies and equipment	4,251	8,194	1,301	1,420	6,398	240
Building and household	1,811	5,028	889	693	1,437	199
Educational and training	77	245	19	-	13	1
Food	102	6,185	455	3	19	17
Medical supplies	1,237	1,602	6,566	376	1,078	37
Other consumable supplies	2,510	6,102	762	514	2,364	62
DEPRECIATION	51	136	32	20	47	-
EQUIPMENT RENTAL	2,520	6,202	462	863	-	-
EQUIPMENT MAINTENANCE	1,631	4,832	675	550	760	42
ADVERTISING	98	327	51	37	66	5
PRINTING	328	881	98	71	690	2
TELEPHONE	10,374	42,588	6,653	4,102	10,018	758
POSTAGE	1,288	5,764	522	446	633	10
TRANSPORTATION						
Staff	3,684	35,851	8,318	115	4,631	5
Clients	82	1,343	391	2	699	-
ASSISTANCE TO INDIVIDUALS						
Client services	653	7,494	463	175	849	-
INSURANCE						
Malpractice and bonding	3,181	6,050	1,453	227	2,814	32
Vehicles	-	148	-	-	-	-
Comprehensive property and liability	5,325	16,711	2,793	2,031	3,582	284
MEMBERSHIP DUES	47	-	-	-	-	-
INTEREST EXPENSE	-	-	-	-	-	-
CONTRIBUTION EXPENSE	-	-	-	-	-	-
OTHER	-	-	-	-	50	-
TOTAL FUNCTIONAL EXPENSES	<u>\$ 1,117,201</u>	<u>\$ 2,862,242</u>	<u>\$ 581,669</u>	<u>\$ 279,141</u>	<u>\$ 834,066</u>	<u>\$ 32,759</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

Continued

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Vocational Services</u>	<u>Non-Eligibles</u>	<u>Multi-Service Team</u>	<u>ACT Team</u>	<u>Community Residence</u>	<u>Supportive Living</u>
PERSONNEL COSTS						
Salaries and wages	\$ 91,876	\$ 90,929	\$ 1,293,620	\$ 590,483	\$ 358,368	\$ 10,315
Employee benefits	15,497	19,984	250,856	63,566	62,896	2,472
Payroll taxes	6,652	6,660	91,574	40,554	25,870	730
PROFESSIONAL FEES						
Substitute staff	627	-	9,470	20	448	164,890
Audit fees	921	1,250	13,925	7,241	3,889	79
Legal fees	136	176	2,699	1,608	763	656
Other professional fees	-	474	104,765	-	-	-
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	2	471	791	35	308	8
In-service training	-	-	920	-	-	-
Conferences and conventions	1,469	482	5,981	2,975	45	3
Other staff development	4	75	186	119	3	-
OCCUPANCY COSTS						
Rent	22,197	14,639	72,477	99,072	7,072	364
Repairs and maintenance	53	255	876	2,085	1,243	2
Other occupancy costs	511	997	5,789	10,930	879	68
CONSUMABLE SUPPLIES						
Office supplies and equipment	399	2,433	8,722	2,258	1,121	45
Building and household	254	393	4,897	1,595	9,865	18
Educational and training	4	8	157	61	27	14
Food	70	1	2,929	9,063	6,683	1
Medical supplies	132	143	2,028	1,048	962	4
Other consumable supplies	323	754	5,434	1,993	1,248	23
DEPRECIATION	6	9	109	78	2	1
EQUIPMENT RENTAL	-	449	3,057	-	-	-
EQUIPMENT MAINTENANCE	98	241	2,202	1,107	604	8
ADVERTISING	12	15	181	96	51	1
PRINTING	188	251	645	171	39	19
TELEPHONE	1,974	1,725	31,122	16,309	6,611	172
POSTAGE	86	244	2,461	1,114	226	109
TRANSPORTATION						
Staff	1,395	1,093	22,454	7,997	734	52
Clients	2	108	816	2,621	100	5
ASSISTANCE TO INDIVIDUALS						
Client services	39	208,135	15,317	14,846	10,284	-
INSURANCE						
Malpractice and bonding	587	91	8,890	600	676	6
Vehicles	-	-	-	-	1,283	-
Comprehensive property and liability	634	811	9,798	5,207	2,749	55
MEMBERSHIP DUES	-	115	150	-	-	-
INTEREST EXPENSE	-	-	-	-	-	-
CONTRIBUTION EXPENSE	-	-	-	-	-	-
OTHER	-	150	(490)	15	6,405	-
TOTAL FUNCTIONAL EXPENSES	<u>\$ 146,148</u>	<u>\$ 353,561</u>	<u>\$ 1,974,808</u>	<u>\$ 884,867</u>	<u>\$ 511,454</u>	<u>\$ 180,120</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Education & Training</u>	<u>Other Non-BBH</u>	<u>Total Programs</u>	<u>Administration</u>	<u>2020 Totals</u>	<u>2019 Totals</u>
PERSONNEL COSTS						
Salaries and wages	\$ 7,746	\$ 443,815	\$ 6,665,683	\$ 741,067	\$ 7,406,750	\$ 6,618,564
Employee benefits	396	70,658	1,345,457	136,907	1,482,364	1,433,008
Payroll taxes	556	31,586	473,009	54,446	527,455	484,200
PROFESSIONAL FEES						
Substitute staff	-	-	189,405	398	189,803	174,801
Audit fees	228	5,983	77,788	15,510	93,298	30,400
Legal fees	-	579	14,192	1,872	16,064	21,709
Other professional fees	-	18,268	211,894	101,820	313,714	220,281
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	-	337	2,466	740	3,206	2,675
In-service training	-	-	920	-	920	-
Conferences and conventions	218	715	23,733	7,098	30,831	36,441
Other staff development	825	99	4,344	1,275	5,619	8,462
OCCUPANCY COSTS						
Rent	2	72,113	597,373	98,311	695,684	599,587
Repairs and maintenance	2	731	10,728	764	11,492	4,743
Other occupancy costs	168	3,657	62,770	23,570	86,340	91,674
CONSUMABLE SUPPLIES						
Office supplies and equipment	11	3,269	40,062	6,882	46,944	40,777
Building and household	44	3,600	30,723	2,165	32,888	14,589
Educational and training	85	20	731	-	731	60
Food	-	12,666	38,194	98	38,292	51,117
Medical supplies	13	1,162	16,388	363	16,751	10,802
Other consumable supplies	46	7,605	29,740	76,270	106,010	179,193
DEPRECIATION	-	19,121	19,612	37,109	56,721	43,367
EQUIPMENT RENTAL	-	30	13,583	2,160	15,743	18,649
EQUIPMENT MAINTENANCE	20	627	13,397	26,075	39,472	38,304
ADVERTISING	2	3,345	4,287	4,757	9,044	21,002
PRINTING	4	5,201	8,588	981	9,569	12,069
TELEPHONE	179	12,254	144,839	19,000	163,839	131,185
POSTAGE	1	2,343	15,247	680	15,927	12,334
TRANSPORTATION						
Staff	-	960	87,289	4,028	91,317	110,516
Clients	-	22,504	28,673	428	29,101	31,927
ASSISTANCE TO INDIVIDUALS						
Client services	-	13,426	271,681	-	271,681	38,422
INSURANCE						
Malpractice and bonding	15	472	25,094	522	25,616	28,436
Vehicles	-	3,848	5,279	-	5,279	4,981
Comprehensive property and liability	138	4,665	54,783	4,791	59,574	51,317
MEMBERSHIP DUES	-	777	1,089	2,755	3,844	3,330
INTEREST EXPENSE	-	5	5	95	100	987
CONTRIBUTION EXPENSE	-	-	-	700,000	700,000	600,000
OTHER	-	22,264	28,394	14,379	42,773	54,683
TOTAL FUNCTIONAL EXPENSES	<u>\$ 10,699</u>	<u>\$ 788,705</u>	<u>\$ 10,557,440</u>	<u>\$ 2,087,316</u>	<u>\$ 12,644,756</u>	<u>\$ 11,224,592</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

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.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

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.

Cash Equivalents

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

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The Organization has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral, except as disclosed in Note 5.

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 \$56,721 and \$43,367 for the years ended June 30, 2020 and 2019, respectively.

Accrued Earned Time

At June 30, 2020 and 2019 the Organization has accrued a liability for future compensated leave time in the amount of \$335,958 and \$305,524, respectively, 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.

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 net assets with donor restrictions, 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 net assets without donor restrictions.

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, 2019, 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. Such allocations have been determined by management on an equitable basis.

The expenses that are allocated include the following:

<u>Expense</u>	<u>Method of allocation</u>
Salaries and benefits	Time and effort
Occupancy	Square footage
Depreciation	Square footage
All other expenses	Direct assignment

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 4).

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). Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

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 2016.

New Accounting Pronouncement

During the year, the Organization adopted the provisions of FASB ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (Topic 958). This accounting standard is meant to help not-for-profit entities evaluate whether transactions should be accounted for as contributions or as exchange transactions and, if the transaction is identified as a contribution, whether it is conditional or unconditional. ASU 2018-08 clarifies how an organization determines whether a resource provider is receiving commensurate value in return for a grant. If the resource provider does receive commensurate value from the grant recipient, the transaction is an exchange transaction. If no commensurate value is received by the grant maker, the transfer is a contribution. ASU 2018-08 stresses that the value received by the general public as a result of the grant is not considered to be commensurate value received by the provider of the grant. Results for reporting the years ending June 30, 2020 and 2019 are presented under FASB ASU 2018-08. The comparative information has not been restated and continues to be reported under the accounting standards in effect in those reporting periods. There was no material impact to the financial statements as a result of adoption. Accordingly, no adjustment to opening net assets was recorded.

Other Events

The impact of the novel coronavirus ("COVID-19") and measures to prevent its spread are affecting the Organization. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial and operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. The Organization's activities could also be impacted should the disruptions from COVID-19 lead to changes in consumer behavior. The COVID-19 impact on the capital markets could also impact the Organization's cost of borrowing. There are certain limitations on the Organization's ability to mitigate the adverse financial impact of these items. COVID-19 also makes it more challenging for management to estimate future performance of the Organization, particularly over the near to medium term.

During the year ended June 30, 2020, the Managed Care Organizations that Monadnock Family Services, Inc. contracts with to provide services, had forgiven their maintenance of effort requirements due to the hardships COVID-19 presented. As a result, the Organization recognized approximately an additional \$850,000 in revenue. If these requirements were not relaxed, the Organization would have recorded these amounts as a refundable advance liability at June 30, 2020, and would have been required to be returned to the managed care organizations.

3. **LIQUIDITY AND AVAILABILITY**

The following represents the Organization's financial assets as of June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 1,604,971	\$ 1,129,329
Accounts receivable, net	829,520	618,587
Beneficial interest in Foundation	<u>1,736,408</u>	<u>1,029,832</u>
 Total financial assets	 <u>\$ 4,170,899</u>	 <u>\$ 2,777,748</u>
 Less amounts not available to be used within one year:		
Net assets with donor restrictions	\$ 262,979	\$ 254,997
Beneficial interest in Foundation	<u>1,736,408</u>	<u>1,029,832</u>
 Amounts not available within one year	 <u>1,999,387</u>	 <u>1,284,829</u>
 Financial assets available to meet general expenditures over the next twelve months	 <u>\$ 2,171,512</u>	 <u>\$ 1,492,919</u>

The Organization's goal is generally to maintain financial assets to meet 45 days of operating expenses (approximately \$1.55 million). As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

4. **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 \$1,736,408 and \$1,033,171 at June 30, 2020 and 2019, respectively. The cost basis of the Foundation's assets was \$1,669,474 and \$971,974 at June 30, 2020 and 2019, respectively.

5. **DEMAND NOTES PAYABLE**

The Organization maintains the following demand notes payable:

Demand note payable with a bank, subject to bank renewal on June 30, 2021. The maximum amount available at June 30, 2020 and 2019 was \$250,000. At June 30, 2020 and 2019 the interest rate was stated at 4% and 6.25%, respectively. The note is renewable annually, collateralized by all the business assets of the Organization and guaranteed by a related nonprofit organization (see Note 10). There was no balance outstanding at June 30, 2020 and 2019.

The Organization maintains a demand note payable with a bank. The demand note payable is examined and reviewed on an annual basis. The maximum amount available at June 30, 2019 and 2018 was \$150,000. At June 30, 2020 and 2019 the interest rate was stated a 5% and 7%, 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 10) and is guaranteed by Monadnock Community Service Center, Inc. (a related party, see Note 10). There was no balance outstanding at June 30, 2020 and 2019.

6. NET ASSETS

Net assets with donor restrictions were as follows for the years ended June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Special Purpose Restrictions:		
Beneficial interest in Foundation	\$ 181,765	\$ 173,783
Restricted in Perpetuity:		
Beneficial interest in Foundation	<u>81,214</u>	<u>81,214</u>
Total net assets with donor restrictions	<u>\$ 262,979</u>	<u>\$ 254,997</u>

Net assets released from net assets with donor restrictions are as follows:

	<u>2020</u>	<u>2019</u>
Satisfaction of Purpose Restrictions:		
Timken contribution	\$ -	\$ 45,932
Total net assets released	<u>\$ -</u>	<u>\$ 45,932</u>

7. 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 matching contributions to the plan for the years ended June 30, 2020 and 2019 were \$60,879 and \$50,204, respectively.

8. CONCENTRATION OF RISK

For the years ended June 30, 2020 and 2019 approximately 68% and 73%, respectively 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 21% and 26% of the total accounts receivable balances at June 30, 2020 and 2019, 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 5.

9. 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 \$711,426 and \$618,239 for the years ended June 30, 2020 and 2019, respectively.

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

<u>Year Ending June 30</u>	<u>Amount</u>
2021	\$ 15,270
2022	<u>9,560</u>
Total	<u>\$ 24,830</u>

See Note 10 for information regarding a lease agreement with a related party.

10. 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.

<u>Related Party</u>	<u>Function</u>
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 to/from Affiliate

At June 30, 2020 the Organization had a receivable due from Monadnock Community Service Center, Inc. in the amount of \$2,234. At June 30, 2019 the Organization had a payable due to Monadnock Community Service Center, Inc. in the amount of \$394,444. At June 30, 2020 and 2019 the Organization had a payable due to Monadnock Regional Foundation for Family Services, Inc. in the amount of \$656,100 and \$157,695, respectively. 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 \$670,254 and \$576,250 for the years ended June 30, 2020 and 2019, respectively.

Contribution

During the year ended the June 30, 2019 the Organization made a contribution to Monadnock Community Service Center, Inc. in the amount of \$400,000. No contribution to Monadnock Family Community Service Center, Inc. was made for the year ended June 30, 2020. For the years ended June 30, 2020 and 2019 the Organization made contributions to Monadnock Regional Foundation for Family Services, Inc. in the amount of \$700,000 and \$200,000, respectively.

Management Fee

The Organization charges Monadnock Community Service Center, Inc. for administrative expenses incurred on its behalf. Management fee revenue aggregated \$75,911 and \$84,899 for the years ended June 30, 2020 and 2019, respectively.

Guarantee

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

Co-obligation

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

11. 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, 2020.

12. 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, 2020 and 2019. 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, 2020 and 2019, cash balances in excess of FDIC coverage aggregated \$1,175,736 and \$707,613, respectively.

13. 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.

14. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 14, 2020 the date when the June 30, 2020 financial statements were available for issuance.

MONADNOCK FAMILY SERVICES, INC.

Continued

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Maintenance</u>	<u>Children & Adolescents</u>	<u>Older Adult Services</u>	<u>Intake</u>	<u>Emergency Services/ Assessment</u>	<u>Restorative Partial Hospital</u>
Program fees:						
Net client fees	\$ 30,203	\$ 50,953	\$ (354)	\$ 4,864	\$ 2,994	\$ 4,397
Medicaid	563,231	4,500,264	359,269	35,761	197,127	78,371
Medicare	201,630	2,172	8,358	3,152	21,521	-
Other insurance	133,817	147,523	1,884	10,138	45,513	21,810
Other program fees	-	-	-	-	-	-
Program sales:						
Service and production	-	80	-	-	-	-
Public support:						
United Way	-	147,450	-	14,083	21,583	-
Local/county government	-	44,467	-	118,684	18,314	-
Donations	600	5,650	-	-	16,501	-
Other public support	1,690	20,484	4,585	-	(23,094)	-
Div. for Children, Youth & Families	-	974	-	-	-	-
DHHS - State	-	5,000	-	-	140,711	-
Federal funding:						
Other federal grants	112,542	41,694	-	-	10,939	-
PATH	-	-	-	-	33,300	-
DHHS - Federal	-	4,821	-	-	-	-
Rental income	-	-	-	-	-	-
Net gain on beneficial interest in Foundation	-	-	-	-	-	-
Other	<u>1,505</u>	<u>196</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL FUNCTIONAL REVENUE	<u>\$ 1,045,218</u>	<u>\$ 4,971,728</u>	<u>\$ 373,742</u>	<u>\$ 186,682</u>	<u>\$ 485,409</u>	<u>\$ 104,578</u>

MONADNOCK FAMILY SERVICES, INC.

Continued

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Vocational Services</u>	<u>Non-Eligibles</u>	<u>Multi-Service Team</u>	<u>ACT Team</u>	<u>Community Residence</u>	<u>Supportive Living</u>
Program fees:						
Net client fees	\$ (610)	\$ 6,650	\$ 14,314	\$ 9,996	\$ (4,664)	\$ 741
Medicaid	43,716	3,654	2,467,624	337,239	353,111	350,581
Medicare	2,080	1,380	15,132	13,832	1,484	-
Other insurance	967	8,141	6,180	12,148	690	-
Other program fees	-	-	1,155	-	35,585	-
Program sales:						
Service and production	-	-	-	-	-	-
Public support:						
United Way	-	13,927	-	-	-	-
Local/county government	-	5,000	-	-	-	-
Donations	-	150	9,597	2,265	13,372	-
Other public support	-	235,615	136,719	-	-	-
Div. for Children, Youth & Families	-	-	-	-	-	-
DHHS - State	-	-	-	245,000	-	-
Federal funding:						
Other federal grants	2,341	-	35,331	74	1,670	-
PATH	-	-	-	-	-	-
DHHS - Federal	-	-	-	-	-	-
Rental income	-	-	-	-	-	-
Net gain on beneficial interest in Foundation	-	-	-	-	-	-
Other	-	-	1,811	-	-	-
TOTAL FUNCTIONAL REVENUES	<u>\$ 48,494</u>	<u>\$ 274,517</u>	<u>\$ 2,687,863</u>	<u>\$ 620,554</u>	<u>\$ 401,248</u>	<u>\$ 351,322</u>

MONADNOCK FAMILY SERVICES, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Community Education & Training	Other Non-BBH	Total Programs	Administration	2020 Totals	2019 Totals
Program fees:						
Net client fees	\$ -	\$ 71,576	\$ 191,060	\$ -	\$ 191,060	\$ 268,428
Medicaid	-	120,593	9,410,541	-	9,410,541	8,260,760
Medicare	-	-	270,741	-	270,741	227,634
Other insurance	-	76,533	465,344	-	465,344	350,187
Other program fees	17,662	53	54,455	-	54,455	53,928
Program sales:						
Service and production	-	-	80	75,911	75,991	87,739
Public support:						
United Way	-	61,564	258,607	-	258,607	208,012
Local/county government	-	-	186,465	-	186,465	182,439
Donations	-	419,825	467,960	50	468,010	299,902
Other public support	-	7,500	383,499	273,600	657,099	568,998
Div. for Children, Youth & Families	-	-	974	-	974	1,425
DHHS - State	-	-	390,711	-	390,711	-
Federal funding:						
Other federal grants	-	101,943	306,534	31,757	338,291	158,244
PATH	-	-	33,300	-	33,300	37,000
DHHS - Federal	-	-	4,821	-	4,821	366,348
Rental income	-	2,763	2,763	30,000	32,763	2,338
Net gain on beneficial interest in Foundation	-	-	-	706,576	706,576	201,350
Other	-	172	3,684	43,618	47,302	72,251
 TOTAL FUNCTIONAL REVENUES	 <u>\$ 17,662</u>	 <u>\$ 862,522</u>	 <u>\$ 12,431,539</u>	 <u>\$ 1,161,512</u>	 <u>\$ 13,593,051</u>	 <u>\$ 11,346,983</u>

Monadnock Family Services
Board of Directors
2020-2021

Brian Donovan – Chair
John Round – Treasurer
Aaron Moody – Secretary
Sharman Howe – Assistant Secretary

Laurie Appel
Mike Chelstowski
Reba Clough
Susan Doyle
Shaun Filiault
Julie Green
Christine Houston
Molly Lane
Jan Peterson
Judy Rogers
Alfred John Santos
Joe Schapiro
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, New Hampshire. Services focus on clientele considered eligible for state supported care, out patient behavioral health counseling, prevention services and adult care for seniors.

Certified instructor Mental Health First Aid, July 2014

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-profit 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

Philip F. Wyzik
Keene NH

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 present)

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

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

Philip F. Wyzik
Keene NH

- “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.

Philip F. Wyzik
Keene NH

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, July 28, 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:

Personal references furnished upon request.

CURRICULUM VITAE

Marianne Marsh, MD

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:

Marsh, 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.

Confidential Resume of

Gigi Pratt

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

8/09-present Monadnock Family Services Keene, NH

Work History

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 nonprofit 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

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Philip Wyzik	Chief Executive Officer	162,723	0	
Marianne Marsh	Chief Medical Officer	233,997	0	
Gigi Pratt	Chief Financial Officer	116,320	0	



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544

Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Shibiante
Commissioner

Katja S. Fox
Director

31A max

June 10, 2020

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

REQUESTED ACTION

#1 Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing contracts, some of which are not **Sole Source** as indicated in italics, with the vendors listed below in bold for the continuation of Student assistance Program services at the middle and high school levels, by increasing the total price limitation by \$1,258,907 from \$2,859,021 to \$4,117,928 and by extending the completion dates from June 30, 2020 to June 30, 2021. 100% Federal Funds. 0% General Funds.

The Governor and Council approved the original agreements and subsequent amendments as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Monadnock Family Services	177510	<i>Keene</i>	\$101,118	\$47,178	\$148,296	O: 09/13/17, (Item #16) A1: 6/19/19, (Item #29A)
North Country Education Services	154707	<i>Gorham</i>	\$200,000	\$100,000	\$300,000	O: 8/20/18, (Item #23) A1: 6/19/19, (Item #29A)
North Country Health Consortium	158557	<i>Littleton</i>	\$600,000	\$300,000	\$900,000	O: 8/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 08 Claremont School District	177374	<i>Claremont</i>	\$62,940	\$46,500	\$109,440	O: 12/05/18, (Item #21) A1: 8/28/19, (Item #13)

SAU 18 Franklin School District	159863	Franklin	\$291,143	\$91,143	\$382,286	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
SAU 30 Laconia School District	177240	Laconia	\$299,985	\$99,995	\$399,980	O: 9/13/17, (Item #16) A1: 6/19/19, (Item, #29A)
SAU 33 Raymond School District	159945	Raymond	\$299,945	\$99,990	\$399,935	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
SAU 37 Manchester School District	177323	Manchester	\$200,000	\$0	\$200,000	O: 12/5/18, (Item #29A) A1: 6/19/19, (Item #29A)
SAU 54 Rochester School District	177467	Rochester	\$200,000	\$100,000	\$300,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 61 Farmington School District	160001	Farmington	\$300,000	\$100,000	\$400,000	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
Second Start	177224	Concord	\$303,890	\$274,101	\$577,991	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
		Total:	\$2,859,021	\$1,258,907	\$4,117,928	

#2 Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing Sole Source contracts 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, by increasing the total price limitation by \$595,000 from \$715,000 to \$1,310,000 and by extending the completion dates from June 30, 2020 to June 30, 2022. 97% Federal Funds. 3% General Funds.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Seacoast Youth Services	203944	Seabrook	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15)

SAU 17 Sanborn School District	154453	Kingston	\$75,000	\$75,000	\$150,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 52 Portsmouth School District	177463	Portsmouth	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 43 Newport School District	159924	Newport	\$120,000	\$0	\$120,000	O: 12/5/18, (Item #21) A1: 9/18/19, (Item #17)
SAU 64 Milton School District	156682	Milton	\$100,000	\$100,000	\$200,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15)
SAU 9 Conway School District	159846	North Conway	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
		Total:	\$715,000	\$595,000	\$1,310,000	

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified. The Partnership for Success grant funding is anticipated to be available in State Fiscal Year 2021, effective October 1, 2020.

See attached fiscal details.

EXPLANATION

This request includes contracts that are **Sole Source** because vendors have effectively operated the Student Assistance Program for three (3) 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 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 the second (2nd) year of the two (2) year renewal option.

The purpose of this request is to continue Student Assistance Programming using the evidenced based Project Success in twenty (20) high schools; twenty-three (23) middle schools; and one (1) community college. The Contractors will effectively serve up to 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 drug use.

This request includes 15 of 17 agreements listed in the table above. The Department anticipates the remaining 2 agreements will be presented at the July 8, 2020 Governor and Executive Council meeting.

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 Contractors 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 Contractors 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 and to collect data for the purposes of 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 student's 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 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.

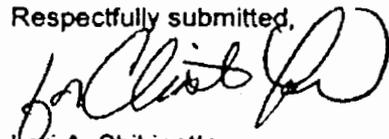
Area served: Statewide.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 5 of 5

Source of Funds: Source of Funds: 98.93% Federal Funds from the Department of Health & Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, Substance Abuse Prevention and Treatment Block Grant (SAPT) CFDA #93.959 FAIN #TI010035 & TI083041 and DHHS, SAMHSA, Center for Substance Abuse Prevention, NH Partnership for Success Initiative (PFS2) CFDA #93.342 FAIN #SP020796 and 1.07% General Funds

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
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 #
FAIN

93-959
TI010035 and TI083041

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
Sub Total				91,049	140,000	231,049

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	15,035	-	15,035
2021	102/500731	Contracts for Program Services	92057502	-	50,000	50,000
2022	102/500731	Contracts for Program Services	92057502	-	50,000	50,000
Sub Total				65,035	100,000	165,035

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
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				120,000	-	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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				100,000	-	100,000

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District 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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
		Sub Total		91,049	140,000	231,049

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	11,276	-	11,276
2021	102/500731	Contracts for Program Services	92057502	-	37,500	37,500
2022	102/500731	Contracts for Program Services	92057502	-	37,500	37,500
		Sub Total		48,776	75,000	123,776

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
		Sub Total		91,049	140,000	231,049

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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	25,000	25,000
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		42,500	25,000	67,500

		SUB TOTAL PREVENTION		649,458	620,000	1,269,458
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU
OF DRUG & ALCOHOL SVCS, CLINICAL SVS
66% Federal Funds 34% General Funds**

CFDA # **93-959**
FAIN **TI010035**

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	34,965	-	34,965
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				34,965	-	34,965

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District 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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	26,224	-	26,224
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				26,224	-	26,224

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

SUB TOTAL PREVENTION				208,042	-	208,042
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**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
2021	102/500731	Contracts for Program Services	92052407	-	46,500	46,500
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		62,940	46,500	109,440

Farmington School Dist SAU 61

VE #160001-B001

PO #1069091

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub-Total		300,000	100,000	400,000

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
2021	102/500731	Contracts for Program Services	92052407	-	91,143	91,143
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		291,143	91,143	382,286

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
2021	102/500731	Contracts for Program Services	92052407	-	99,995	99,995
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		299,985	99,995	399,980

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
2021	102/500731	Contracts for Program Services	92052407	-	-	-
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		200,000	-	200,000

Monadnock Family Services

VE #177510-B001

PO #1058318

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

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
2021	102/500731	Contracts for Program Services	92052407	-	47,178	47,178
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		101,118	47,178	148,296

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		200,000	100,000	300,000

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
2021	102/500731	Contracts for Program Services	92052407	-	300,000	300,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		500,000	300,000	800,000

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
2021	102/500731	Contracts for Program Services	92052407	-	99,990	99,990
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		299,945	99,990	399,935

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		200,000	100,000	300,000

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
2021	102/500731	Contracts for Program Services	92052407	-	249,101	249,101
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		261,390	249,101	510,491

		SUB TOTAL PFS2		2,716,521	1,233,907	3,950,428
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NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL

		TOTAL CONTRACT	3,574,021	1,853,907	5,427,928
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**New Hampshire Department of Health and Human Services
Student Assistance Program**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Student Assistance Program**

This 2nd Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #2") 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 domestic nonprofit corporation with a place of business at 64 Main St, Keene, 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 13, 2017, (Item #16), as amended on June 19, 2019, (Item #29A) 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended and extended 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, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$148,296.
3. Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:
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 and Exhibit B-2, Amendment #2.
4. Add Exhibit B-2, Amendment #2, attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Student Assistance Program

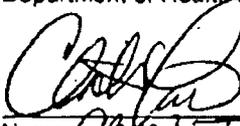


All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

5/11/2020
Date


Name: Chandu Tapan
Title: Associate Commissioner

Monadnock Family Services

5/28/20
Date


Name:
Title:

New Hampshire Department of Health and Human Services
Student Assistance Program



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

OFFICE OF THE ATTORNEY GENERAL

June 9, 2020
Date

J Christopher Marshall
Name:
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:

Exhibit B-2, Amendment #2

New Hampshire Department of Health and Human Services
Exhibit B-2, Amendment #2

Contractor Name: Woodbrook Family Services
Budget Report for: Student Assistance Program
Budget Period: July 1, 2020-June 30, 2021

Line Item	Total Program Cost			Funding by State (2020-21)			Funding by Local Government		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Other Amortization	75,321.00	8,211.00	83,532.00	-	-	-	75,321.00	8,211.00	83,532.00
2. Contingency Reserve	8,211.00	1,026.37	9,237.37	-	-	-	8,211.00	1,026.37	9,237.37
3. Equipment	-	-	-	-	-	-	-	-	-
4. Fuel	-	-	-	-	-	-	-	-	-
5. Repairs and Maintenance	-	-	-	-	-	-	-	-	-
6. Information Technology	-	-	-	-	-	-	-	-	-
7. Supplies	8,211.00	-	8,211.00	-	-	-	8,211.00	-	8,211.00
8. Telephone	-	-	-	-	-	-	-	-	-
9. Travel	-	-	-	-	-	-	-	-	-
10. Training	200.00	2,180.00	2,380.00	-	-	-	200.00	2,180.00	2,380.00
11. Utilities	-	277.00	277.00	-	-	-	-	277.00	277.00
12. Vehicle Expenses	-	1,250.00	1,250.00	-	-	-	-	1,250.00	1,250.00
13. Vehicle Expenses (Fuel)	-	200.00	200.00	-	-	-	-	200.00	200.00
14. Vehicle Expenses (Insurance)	-	200.00	200.00	-	-	-	-	200.00	200.00
15. Vehicle Expenses (Maintenance)	-	200.00	200.00	-	-	-	-	200.00	200.00
16. Vehicle Expenses (Repairs)	-	200.00	200.00	-	-	-	-	200.00	200.00
17. Vehicle Expenses (Tolls)	-	200.00	200.00	-	-	-	-	200.00	200.00
18. Vehicle Expenses (Other)	-	200.00	200.00	-	-	-	-	200.00	200.00
19. Vehicle Expenses (Total)	-	2,050.00	2,050.00	-	-	-	-	2,050.00	2,050.00
20. Other Expenses	-	-	-	-	-	-	-	-	-
21. Other Expenses (Total)	-	-	-	-	-	-	-	-	-
TOTAL	31,344.00	14,818.37	46,162.37	-	-	-	31,344.00	14,818.37	46,162.37

Indirect Fee: 4.7%

Completed by *PCW*
on 5/27/20



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

29A mac

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

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

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
<i>Monadnock Family Services</i>	177510	<i>Keene</i>	\$68,940	\$32,178	\$101,118	<i>09/13/2017 (Item #16)</i>
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)
<i>SAU 18 Franklin</i>	<i>159863</i>	<i>Franklin</i>	\$200,000	\$91,143	\$291,143	<i>09/13/2017 (Item #16)</i>
<i>SAU 30 Laconia</i>	<i>177420</i>	<i>Laconia</i>	\$199,990	\$99,995	\$299,985	<i>09/13/2017 (Item #16)</i>
<i>SAU 33 Raymond</i>	<i>159945</i>	<i>Raymond</i>	\$199,955	\$99,990	\$299,945	<i>09/13/2017 (Item #16)</i>
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.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

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,

A handwritten signature in black ink, appearing to read "Jeffrey Meyers". The signature is written in a cursive style with a large initial "J".

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 #
FAIN**

**93-959
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 District 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
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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
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	TOTAL CONTRACT		1,962,644	1,611,377	3,574,021
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
SFY 2017 and SFY 2018 FINANCIAL DETAIL**

	2018	2019		2020	Total Revised Modified Budget
	Current Price Limitation	Current Price Limitation	Current Modified Budget	Increase/Decrease	
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 District 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



**New Hampshire Department of Health and Human Services
Student Assistance Program (RFA-2018-BDAS-02-STUDE-04)**

**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.



**New Hampshire Department of Health and Human Services
Student Assistance Program (RFA-2018-BDAS-02-STUDE-04)**

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

Katja Fox
Name: Katja Fox
Title: Director

Monadnock Family Services

6/5/19
Date

Philip F. Wyzik
Name: CEO
Title: Philip F. Wyzik
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.

Gigi Batchelder
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: _____

New Hampshire Department of Health and Human Services
Student Assistance Program (RFA-2018-BDAS-02-STUDE-04)



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

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:



New Hampshire Department of Health and Human Services
Student Assistance Program (RFA-2018-BDAS-02-STUDE-04)
Exhibit B, Amendment #1

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.



**New Hampshire Department of Health and Human Services
Student Assistance Program (RFA-2018-BDAS-02-STUDE-04)
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: Manchester Family Services									
Budget Request for: Student Assistance Program (RF A 2018 RDAS 02-9-131-04)									
Budget Period: July 1, 2018 - June 30, 2019									
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	\$ 10,321.43	\$ 6,275.22	\$ 16,596.65	\$ 4,321.35	\$ 1,075.72	\$ 5,397.07	\$ 15,000.00	\$ 5,200.00	\$ 20,200.00
2. Employee Benefits	\$ 8,545.30	\$ 1,989.30	\$ 10,534.60	\$ 2,000.34	\$ 819.35	\$ 2,819.69	\$ 3,820.00	\$ 1,170.00	\$ 4,990.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educations	\$ 7,000.00	\$ -	\$ 7,000.00	\$ 600.00	\$ -	\$ 600.00	\$ 6,400.00	\$ -	\$ 6,400.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 300.00	\$ 400.00
7. Occupancy	\$ -	\$ 272.00	\$ 272.00	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 172.00	\$ 272.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 112.00	\$ 112.00	\$ -	\$ 35.00	\$ 35.00	\$ -	\$ 77.00	\$ 112.00
Postage	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 287.00	\$ 287.00	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 187.00	\$ 287.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ 1,150.00	\$ 1,150.00	\$ -	\$ 203.00	\$ 203.00	\$ -	\$ 947.00	\$ 1,150.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details - mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration - 10% of expenses	\$ -	\$ 4,166.23	\$ 4,166.23	\$ -	\$ 416.62	\$ 416.62	\$ -	\$ 3,749.61	\$ 4,166.23
TOTAL	\$ 31,886.70	\$ 15,380.80	\$ 47,267.50	\$ 7,941.79	\$ 7,127.80	\$ 15,069.59	\$ 23,925.00	\$ 8,283.00	\$ 32,178.00

Contract Initials
Date: 6/5/18
JPW

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 Survey¹ 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

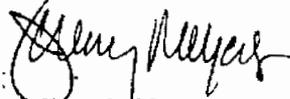
Source of Funds: 100% Federal Funds from Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, CFDA #93.243 FAIN #SP020796

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



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

Student Assistance Program

RFA-2018-BDAS-02-STUDE

RFA Name

RFA Number

Reviewer Names

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

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

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

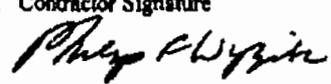
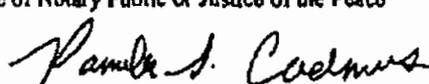
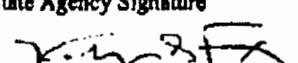
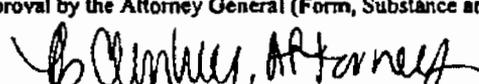
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Main Street Keene, NH 03431	
1.5 Contractor Phone Number 603-357-4400	1.6 Account Number 3395 05-95-49-491510-2497-102-500731	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 		1.12 Name and Title of Contractor Signatory PHILIP F WYZIK CHIEF EXECUTIVE OFFICER	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>July 27th, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2 Name and Title of Notary or Justice of the Peace Pamela S. Cadmus Justice of the Peace (comm expires 8/11/17)			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katya 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: <u>8/8/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

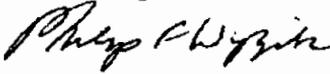
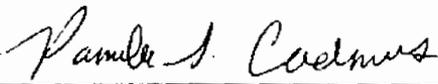
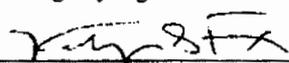
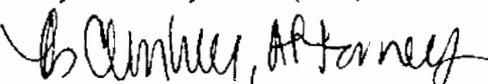
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1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PHILIP F WYZIK CHIEF EXECUTIVE OFFICER	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>July 28th, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
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  Date: <u>8/3/17</u>		1.15 Name and Title of State Agency Signatory Katy 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: <u>8/8/17</u>			
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 PAW
Date 05-10-2011

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 \$1,000,000 per 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.

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 DFW
Date JUL 28 2011



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.



Exhibit A

- 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



Exhibit A

- 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:



Exhibit A

- 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



Exhibit A

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.

Exhibit A

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.

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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.

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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.

New Hampshire Department of Health and Human Services
Exhibit C



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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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



Exhibit C-1

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name:

7/28/11
Date

Philly Wyzel
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-1.)
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

Philip Wyzal
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

PEW

1-28-2011



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:

7/28/11
Date

Philip Wyzel
Name:
Title: CEO

Contractor Initials PAW

Date JUL 28 2011



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

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

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

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

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

Exhibit G

Contractor Initials

PLW

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

7/23/17
Date

Phyllis F. W. York
Name:
Title: CEO

Exhibit G

Contractor Initials PFW

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



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

Philip Wynn
Name:
Title: COO



Exhibit I

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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I

- I. "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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). 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

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Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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2/13/2014



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

8/3/17
Date

Monadnock Family Services
Name of the Contractor

[Signature]
Signature of Authorized Representative

PHILIP WYLIK
Name of Authorized Representative

CEO
Title of Authorized Representative

7/28/17
Date

Contractor Initials [Signature]

Date JUL 28 2017



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

Philip W. Wynn
Name:
Title: CEO

Contractor Initials PKW
Date _____



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: _____



**New Hampshire Department of Health and Human Services
Student Assistance Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #3**

This 3rd Amendment to the Student Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Second Start, ("the Contractor"), a Domestic 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), as amended on June 19, 2019, (Item #29A), as amended on June 24, 2020, (Item #31A), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended 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, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$882,092
3. Modify Exhibit A, Scope of Services, Subsection 1.5, to read:
 - 1.5. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2022, and the Department shall not be liable for any payment for services provide after June 30, 2022, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2022-2023 biennium.
4. Modify Exhibit A, Scope of Services, Section 2, Scope of Work, Paragraph 2.14., to read:
 - 2.14. The Contractor shall administer the 2022 Youth Risk Behavior Survey with students in grades 9 through 12 in the spring of 2022.
5. Modify Exhibit A, Scope of Services, Section 6, Deliverables, Paragraph 6.1., to read:
 - 6.1. The Contractor shall administer the 2022 Youth Risk Behavior Survey with students in grades 9 through 12 in the spring of 2022.
6. Modify Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 2, to read:
 2. This Agreement is funded with 77% Federal, 23% other funds as follows: CFDA 93.959 FAIN T1010035/T1083041 & CFDA 93.243 FAIN SP020796 and TBD Settlement Funds.
7. Modify Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 4, to

read:

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, Exhibit B-2, Amendment #2, and Exhibit B-3, Amendment #3.
 - 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.
 - 4.5. Add Exhibit B-3, Amendment #3, which is attached hereto and incorporated by reference herein.
8. Modify Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 6, to read:
 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.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. 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

6/10/2021
Date

DocuSigned by:
Katja Fox
ED9D05B04C63442...
Name: Katja Fox
Title: Director

Second Start

6/10/2021
Date

DocuSigned by:
James Snodgrass
60C65BB278854A8
Name: James Snodgrass
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

6/11/2021

Date

DocuSigned by:


D5CA0202E32C4AE

Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-3 Amendment #3

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Instructions: Fill out the Direct/Indirect columns only for Contractor Share (if applicable) and Funded by DHHS. Everything else will automatically populate.

Contractor Name: Second Start

Budget Request for: Student Assistance Program

Project Title

Budget Period: 7/1/21-6/30/22

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	\$ 239,848.00	\$ -	\$ 239,848.00				\$ 239,848.00	\$ -	\$ 239,848.00
2. Employee Benefits	\$ 51,101.00	\$ -	\$ 51,101.00				\$ 51,101.00	\$ -	\$ 51,101.00
3. Consultants	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,200.00	\$ -	\$ 1,200.00				\$ 1,200.00	\$ -	\$ 1,200.00
Purchase/Depreciation	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Office	\$ 765.00	\$ -	\$ 765.00				\$ 765.00	\$ -	\$ 765.00
6. Travel	\$ 2,470.00	\$ -	\$ 2,470.00				\$ 2,470.00	\$ -	\$ 2,470.00
7. Occupancy	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Telephone	\$ 360.00	\$ -	\$ 360.00				\$ 360.00	\$ -	\$ 360.00
Postage	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Insurance	\$ 628.00	\$ -	\$ 628.00				\$ 628.00	\$ -	\$ 628.00
Board Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 3,900.00	\$ -	\$ 3,900.00				\$ 3,900.00	\$ -	\$ 3,900.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
13. Other (indirect cost):	\$ -	\$ 3,829.00	\$ 3,829.00				\$ -	\$ 3,829.00	\$ 3,829.00
14. Other (general administration)	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
TOTAL	\$ 300,272.00	\$ 3,829.00	\$ 304,101.00	\$ -	\$ -	\$ -	\$ 300,272.00	\$ 3,829.00	\$ 304,101.00

Indirect As A Percent of Direct

1.3%

State of New Hampshire

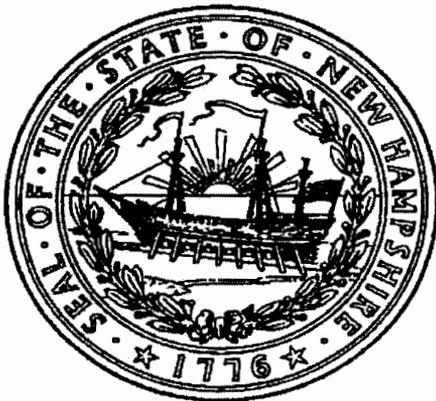
Department of State

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: 0005367281



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of May A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Second Start
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 24, 20 21, at which a quorum of the Directors/shareholders were present and voting.
(Date)

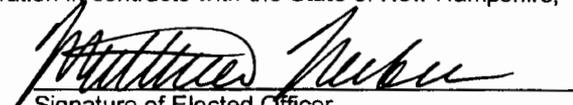
VOTED: That James B. Snodgrass, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Second Start to enter into contracts or agreements with the State
(Name of Corporation/LLC)

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

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

Dated: 5/24/2021


Signature of Elected Officer
Name: MATTHEW NADEAU
Title: Secretary



Granite State Healthcare
and Human Service Trust

PO Box 4197
Concord, NH 03302-4197

Issue Date 05/24/2021

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 policies below.

Certificate Of Insurance

CERTIFICATE HOLDER

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

Companies Affording Coverage

COMPANY LETTER	A	The Granite State Healthcare And Human Services Self-Insured Group Trust
COMPANY LETTER	B	Midwest Employers Casualty Corp.

This policy is effective on 2/1/2021 12:00 AM, and will expire on 2/1/2022 12:00 AM. This policy will automatically be renewed unless notified by either party by October 1st of any fund year.

COVERAGES

This is to certify that the Workers' Compensation and Employer's Liability Insurance has been issued to the insured named above for the policy period indicated, not withstanding 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.

Type of Insurance/Carrier	Policy Number	Policy Effective	Policy Expiration	LIMITS	
<u>Workers' Compensation & Employer's Liability</u> The Granite State Healthcare And Human Services Self-Insured Group Trust	HCHS20210000385	2/1/2021 12:00 AM	2/1/2022 12:00 AM	W/C Statutory Limits	
				E.L. Each Accident	\$1,000,000
				E.L. Disease - Pol Limit	\$1,000,000
<u>Excess Insurance</u> Midwest Employers Casualty Corp	EWC009477	2/1/2021 12:00 AM	2/1/2022 12:00 AM	Workers' Compensation	Statutory
				Employer's Liability	\$1,000,000

Description of Operations:

Excluded Officer

Covering operations of the insured during the policy term. Per NH Law, additional insured and waiver of subrogation are not allowed on workers' comp. COIs.

MEMBER

Second Start
17 Knight Street
Concord, NH 03301

CANCELLATION

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

05/24/2021

Date

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, 2020 AND 2019

INDEX TO FINANCIAL STATEMENTS

Independent Auditor's Report.....	1-2
Statements of Financial Position.....	3
Statements of Activities and Changes in Net Assets	4-5
Statements of Functional Expenses	6-7
Statements of Cash Flows.....	8
Notes to Financial Statements.....	9-19
Schedule of Support and Revenues, Expenses and Changes in Net Assets 2020.....	20
Schedule of Support and Revenues, Expenses and Changes in Net Assets 2019.....	21

WWW.MASONRICH.COM

Six Bicentennial Square, Concord, New Hampshire 03301
P: 603.224.2000 F: 603.224.2613



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, 2020 and 2019, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

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, 2020 and 2019, 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 Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of support and revenues, expenses and changes in net assets on pages 20 and 21 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

November 13, 2020

SECOND START
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2020 AND 2019

ASSETS

	2020	2019
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 873,115	\$ 419,052
Accounts Receivable	39,022	49,637
Grants Receivable	109,957	113,563
Unconditional Pledges Receivable, Current Portion	-	20,000
Prepaid Expenses	24,131	12,286
Total Current Assets	<u>1,046,225</u>	<u>614,538</u>
PROPERTY AND EQUIPMENT		
Property and Equipment	3,307,581	3,291,348
Less Accumulated Depreciation	<u>(1,791,395)</u>	<u>(1,676,433)</u>
Net Property and Equipment	<u>1,516,186</u>	<u>1,614,915</u>
TOTAL ASSETS	<u><u>2,562,411</u></u>	<u><u>2,229,453</u></u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts Payable	6,612	58,236
Accrued Expenses	216,036	188,814
Deferred Contributions and Revenue	<u>330,938</u>	<u>33,545</u>
TOTAL LIABILITIES	<u>553,586</u>	<u>280,595</u>
NET ASSETS		
Net Assets Without Donor Restrictions	2,008,825	1,907,814
Net Assets With Donor Restrictions	<u>-</u>	<u>41,044</u>
TOTAL NET ASSETS	<u>2,008,825</u>	<u>1,948,858</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,562,411</u>	<u>\$ 2,229,453</u>

SECOND START
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

	2020	2019
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS SUPPORT AND REVENUE		
Grants from Governmental Agencies	\$ 1,189,199	\$ 1,146,636
Private Fees	670,093	922,240
Fees from Governmental Agencies	973,733	919,901
Government Assistance - PPP	173,203	-
Miscellaneous Income	17,136	44,868
Private Grants	15,901	-
Contributions	15,745	16,912
United Way	6,473	12,034
Interest Income	86	122
Total Support and Revenue	<u>3,061,569</u>	<u>3,062,713</u>
NET ASSETS RELEASED FROM RESTRICTIONS		
Satisfaction of Program Restrictions	21,044	29,956
Expiration of Time Restrictions	20,000	23,000
Total Net Assets Released from Restrictions	<u>41,044</u>	<u>52,956</u>
TOTAL SUPPORT, REVENUE, AND OTHER NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>3,102,613</u>	<u>3,115,669</u>
FUNCTIONAL EXPENSES AND LOSSES		
Functional Expenses		
Program Services	2,652,539	2,745,743
Management and General	349,261	397,596
Total Functional Expenses	<u>3,001,800</u>	<u>3,143,339</u>
Other (Income) Expenses		
(Gain) Loss on Disposal of Property and Equipment	<u>(198)</u>	<u>2,114</u>
TOTAL FUNCTIONAL EXPENSES AND LOSSES	<u>\$ 3,001,602</u>	<u>\$ 3,145,453</u>

(Continued on next page)

The Accompanying Notes are an Integral Part of These Financial Statements

- Page 4 -

SECOND START
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

	2020	2019
INCREASE (DECREASE) IN TOTAL NET ASSETS WITHOUT DONOR RESTRICTIONS	\$ 101,011	\$ (29,784)
CHANGE IN ASSETS WITH DONOR RESTRICTIONS		
DONOR RESTRICTIONS		
Donor Restricted Support and Revenue	-	42,500
Net Assets Released from Restrictions	(41,044)	(52,956)
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	(41,044)	(10,456)
INCREASE (DECREASE) IN TOTAL NET ASSETS	59,967	(40,240)
NET ASSETS, BEGINNING OF YEAR	1,948,858	1,989,098
NET ASSETS, END OF YEAR	<u>\$ 2,008,825</u>	<u>\$ 1,948,858</u>

The Accompanying Notes are an Integral Part of These Financial Statements

SECOND START
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020

	Program Services	Management and General	Fundraising	Total
Advertising Expenses	\$ 5,239	\$ 75	\$ -	\$ 5,314
Conference and Meeting Expense	22,112	-	-	22,112
Depreciation Expense	84,770	35,636	-	120,406
Bad Debt Expense	15,050	-	-	15,050
Dues and Membership	9,152	6,249	-	15,401
Employee Benefits	179,880	24,317	-	204,197
Information Technology	15,422	6,109	-	21,531
Instructional Materials	8,774	-	-	8,774
Insurance Expense	45,607	3,809	-	49,416
Miscellaneous Expense	3,300	-	-	3,300
Occupancy Expense	75,777	25,097	-	100,874
Office Expense	9,138	3,412	-	12,550
Payroll Taxes	135,402	15,566	-	150,968
Professional Fees	89,047	17,956	-	107,003
Salaries and Wages	1,836,722	206,868	-	2,043,590
Staff Development	4,007	245	-	4,252
Stipends and Discounts	6,396	-	-	6,396
Supplies Expense	77,613	3,850	-	81,463
Travel Expense	29,131	72	-	29,203
Total Functional Expenses	\$ 2,652,539	\$ 349,261	\$ -	\$ 3,001,800

The Accompanying Notes are an Integral Part of These Financial Statements

SECOND START
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019

	Program Services	Management and General	Fundraising	Total
Advertising Expenses	\$ 4,774	\$ 330	\$ -	\$ 5,104
Conference and Meeting Expense	30,171	-	-	30,171
Depreciation Expense	85,262	38,202	-	123,464
Dues and Membership	8,192	6,160	-	14,352
Employee Benefits	206,931	25,723	-	232,654
Information Technology	14,508	6,487	-	20,995
Instructional Materials	6,741	-	-	6,741
Insurance Expense	36,463	3,143	-	39,606
Miscellaneous Expense	9,624	184	-	9,808
Occupancy Expense	82,803	27,131	-	109,934
Office Expense	8,558	4,182	-	12,740
Payroll Taxes	137,913	18,296	-	156,209
Professional Fees	128,789	15,385	-	144,174
Salaries and Wages	1,829,843	249,569	-	2,079,412
Staff Development	8,112	-	-	8,112
Stipends and Discounts	8,767	-	-	8,767
Supplies Expense	108,531	2,602	-	111,133
Travel Expense	29,761	202	-	29,963
Total Functional Expenses	\$ 2,745,743	\$ 397,596	\$ -	\$ 3,143,339

The Accompanying Notes are an Integral Part of These Financial Statements

SECOND START
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (Decrease) in Net Assets	\$ 59,967	\$ (40,240)
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by (Used in) Operating Activities:		
Depreciation Expense	120,406	123,464
(Gain) Loss on Disposal of Property and Equipment	(198)	2,114
(Increase) Decrease in Operating Assets:		
Accounts Receivable	10,615	5,162
Grants Receivable	3,606	85,388
Unconditional Pledges Receivable, Current Portion	20,000	3,000
Prepaid Expenses	(11,845)	31,277
Increase (Decrease) in Operating Liabilities:		
Accounts Payable	(51,621)	33,874
Accrued Expenses	27,222	17,650
Deferred Revenue	297,393	25,235
Total Adjustments	<u>415,577</u>	<u>327,164</u>
<i>Net Cash Provided by (Used in) Operating Activities</i>	<u>475,544</u>	<u>286,924</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from Disposal of Property and Equipment	569	-
Purchases of Property and Equipment	(22,050)	(105,270)
<i>Net Cash Provided by (Used in) Investing Activities</i>	<u>(21,481)</u>	<u>(105,270)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS		
	454,063	181,654
<i>Cash and Cash Equivalents, Beginning of Year</i>	<u>419,052</u>	<u>237,398</u>
<i>Cash and Cash Equivalents, End of Year</i>	<u>\$ 873,115</u>	<u>\$ 419,052</u>

SECOND START

NOTES TO 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 coded 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 personal and social responsibility, workforce readiness, and provide experiential training and coursework 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 for special education services.

Student Assistance Program (SAP) – The Student Assistance Program is a drug education, prevention, and early identification program designed for public school students. The Student Assistance Program was started in 1984 and accounts for the proceeds and expenses associated with the student assistance services for the local school districts as well as programs for the Second Start 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 administering staff development for ABE/ESL teachers statewide.

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 volunteer tutors. This program also includes services to foreign-speaking and refugee students to increase their English skills.

(Continued on next page)

SECOND START

NOTES TO FINANCIAL STATEMENTS

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 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 | SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of the Organization is presented to assist in understanding these financial statements. The financial statements and notes are the representations of the Organization's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles (GAAP) in the United States of America and have been consistently applied in the preparation of the financial statements.

Basis of Accounting

The Organization uses the accrual basis of accounting in its financial statements. Under this basis, revenue is recognized when earned rather than when payment is received, and expenses and purchases of assets are recognized when the obligation is incurred rather than when the cash is disbursed.

Use of Estimates

The preparation of financial statements and related disclosures in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect certain amounts reported in the financial statements and accompanying notes. Actual results experienced by the Organization may differ from management's 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.

Accounts Receivable

Accounts receivable consists of private fees due from the daycare program and revenue from school districts for various programs. 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.

(Continued on next page)

SECOND START
NOTES TO FINANCIAL STATEMENTS

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.

Unconditional Pledges Receivable

Unconditional 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

The Organization's property and equipment policy is to capitalize individual purchases, renewals and betterments in excess of \$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

Net Assets

The Organization reports its net assets as required by Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. Under ASU 2016-14, the Organization is required to report information regarding its financial position and activities accounting to the following classes: net assets without donor restrictions and net assets with donor restrictions. Descriptions of the net asset categories included in the Organization's financial statements are as follows:

Net assets without donor restrictions include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Net assets without donor restrictions can be designated by the Board of Directors for special projects and expenditures.

(Continued on next page)

SECOND START

NOTES TO FINANCIAL STATEMENTS

Net assets with donor restrictions include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restriction. Net assets with donor restrictions also include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or portion thereof (excluding gains restricted by state statute) be made available for program operations in accordance with donor restrictions.

Contributions and Promises to Give

Contributions received are recorded as net assets with donor restrictions or net assets without donor restrictions depending on the existence or nature of any donor restrictions. Contributions are recognized when the donor makes an unconditional promise to give to the Organization. Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restriction expires in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions.

Contributions are recognized under FASB ASU 2018-08, *Not-For-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. Under this ASU, contributions are not recognized as revenue if there are donor-imposed conditions and barriers that must be overcome before the Organization is entitled to the assets transferred. Conditional contributions can exist if the Organization has limited discretion over how the resources are spent and the contributor retains a right of return to the resources provided if the conditions are not met. If contributions are received prior to the satisfaction of the donor-imposed conditions and barriers, the advanced receipt of funds would be recorded as deferred revenue on the statement of financial position. Once conditions have been substantially met, the contributions are recognized as revenue and classified as net assets with or without donor restrictions depending on remaining donor restrictions.

Deferred contributions were \$312,897 for the year ended June 30, 2020. Deferred revenue from exchange transactions was \$18,041 and \$33,545 for the years ended June 30, 2020 and 2019, respectively.

Functional Allocation of Expenses

The costs of providing the Organization's program and other activities have been summarized on the functional basis in the statement of functional expenses. 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 each program based on the direct expenses incurred for each program or estimated usage based on time spent on each function of the staff.

(Continued on next page)

SECOND START

NOTES TO FINANCIAL STATEMENTS

Donated Materials and Services

Contributed goods and services are reported at their fair value if such goods or services create or enhance non-financial assets, or would have been purchased if not provided by contribution, and for services which are provided by individuals possessing specialized skills. A number of volunteers have made contributions of their time and talent, or contributed goods to develop the Organization's programs. However, these services do not meet the criteria for recognition as contributed services and, therefore, are not reflected in the financial statements.

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 stipulation, contributions of property and equipment are recorded as unrestricted support. The Organization received no contributed property for the years ended June 30, 2020 and 2019.

Advertising

The Organization conducts non-direct response advertising. These costs are expensed as incurred. Advertising costs was \$5,314 and \$5,104 for the years ended June 30, 2020 and 2019, respectively.

Income Taxes

Management evaluates its tax position in accordance with FASB Accounting Standards Codification (ASC) 740-10, *Accounting for Uncertain Tax Positions*, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return and also provides guidance on various related matters such as de-recognition, interest, penalties, and disclosures required. The Organization's policy is to recognize interest and penalties related to unrecognized tax benefits as tax expense.

Changes to Accounting Standards Prior to Adoption

In May 2014, the FASB established ASC Topic 606, *Revenue from Contracts with Customers*, by issuing ASU 2014-09 effective for financial reporting periods beginning after December 15, 2018. In June 2020, the FASB delayed the effective date of the revenue standards to periods beginning after December 15, 2019 in response to the coronavirus pandemic, with early adoption permitted. ASC 606 requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the Organization expects to be entitled in exchange for those goods and services. ASC 606 and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in GAAP. The ASC also requires expanded disclosures related to the nature, amount, time, and uncertainty of revenue and cash flows arising from contracts with customers. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. As a result, the Organization will evaluate the guidance for adopting ASU 2014-09 for reporting period beginning July 1, 2020. The Organization is currently evaluating the impact of adopting the new standard on its results of operations and financial position.

(Continued on next page)

SECOND START

NOTES TO FINANCIAL STATEMENTS

C | ADOPTION OF ACCOUNTING STANDARD

In June 2018, FASB issued ASU 2018-08, *Not-For-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, effective for financial reporting periods beginning after December 15, 2018. This update clarifies and improves current guidance about whether a transfer of assets is a contribution or exchange transaction. The Organization adopted the new standard effective July 1, 2019 using the modified prospective approach.

Prior to the implementation of ASU 2018-08, the Organization recorded conditional contributions that were restricted by the donor as increases in net assets with donor restrictions. After implementation of ASU 2018-08, the Organization may not recognize revenue if contributions are conditional. Conditional contributions received in advance are recorded as deferred revenue until conditions have been substantially met. See Note B, Contributions and Promises to Give, for more information.

D | PAYCHECK PROTECTION PROGRAM

On April 20, 2020, the Organization received loan proceeds in the amount of \$486,100 under the Paycheck Protection Program ("PPP"). The PPP, established as part of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), provides for loans to qualifying businesses up to 2.5 times the average monthly payroll expenses of the qualifying business. The entire principal amount and any accrued interest on the loan is eligible for forgiveness to the extent the proceeds were used for eligible purposes, including payroll, employee benefits, and other eligible payments, and maintains its payroll levels over a twenty-four week period from the date the funds were received. Other eligible payments include rent, mortgage interest, insurance premiums, utilities, and interest on other debt obligations incurred before February 15, 2020.

Management has elected to record the proceeds of the PPP loan as an in-substance government grant based on the assertion that the Organization will meet all qualifications and that the loan forgiveness is probable. Under this method, the PPP loan is initially recognized as a deferred income liability. Subsequently, the Organization reduces the liability and recognizes grant income on the statements of activities and changes in net assets as the Organization recognizes the related expenses for which loan forgiveness is allowed.

For the year ended June 30, 2020, the Organization spent \$173,203 of qualifying expenses against this loan. As of June 30, 2020, the amount of deferred income liability related to the PPP loan is \$312,897.

(Continued on next page)

SECOND START
NOTES TO FINANCIAL STATEMENTS

E | PROPERTY AND EQUIPMENT

Property and equipment consists of the following at June 30:

	<u>2020</u>	<u>2019</u>
Building and Improvements	\$ 1,681,778	\$ 1,663,349
Leasehold Improvements	965,822	964,675
Land	210,000	210,000
Furniture and Equipment	<u>449,981</u>	<u>453,324</u>
Total Property and Equipment	3,307,581	3,291,348
Less Accumulated Depreciation	<u>(1,791,395)</u>	<u>(1,676,433)</u>
Net Property and Equipment	<u>\$ 1,516,186</u>	<u>\$ 1,614,915</u>

Depreciation expense was \$120,406 and \$123,464 for the years ended June 30, 2020 and 2019, respectively.

F | LINE OF CREDIT

The Organization maintains a revolving line of credit agreement with a local bank, which provides that it may borrow up to \$600,000 at June 30, 2020 and 2019. The interest rate formula is based at 0.50% over the Wall Street Journal prime rate, which was 3.75% and 6.00% at June 30, 2020 and 2019, respectively. The agreement is collateralized by all business assets of the Organization. The Organization had no outstanding balance as of June 30, 2020 and 2019.

G | CORPORATE ORGANIZATION

The Corporation is a voluntary organization under Chapter 292 of the New Hampshire Revised Statutes Annotated and therefore has no capital stock.

H | NET ASSETS

There were no net assets with donor restrictions for the year ended June 30, 2020. Additionally, there were \$40,364 of Board Designated Funds set aside for general expenditures per discretion of the board at June 30, 2020.

The total net assets with donor restrictions for the year ended June 30, 2019 consisted of United Way funding for 2020 in the amount of \$20,000 and other private grants of \$21,044. Additionally, there were \$61,010 of Board Designated Funds set aside for general expenditures per discretion of the board at June 30, 2019.

(Continued on next page)

SECOND START
NOTES TO FINANCIAL STATEMENTS

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 \$9,800 and \$9,823 for the years ended June 30, 2020 and 2019, respectively.

J | INCOME TAXES

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.

For the years ended June 30, 2020 and 2019, management has evaluated its tax position in accordance with FASB ASC 740-10 and does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized. Additionally, the Organization did not recognize interest or penalties resulting from tax liabilities associated with recognizing uncertain tax positions for the years ended June 30, 2020 and 2019.

The Organization is a non-profit organization, as a result it files a federal Form 990, *Return of Organization Exempt from Income Tax*, and a New Hampshire Annual Report. In the normal course of business, the Organization is subject to examination by taxing authorities. With limited exceptions, the Organization is no longer subject to federal or State of New Hampshire examinations for their federal Form 990 or New Hampshire Annual Report for the years before 2016.

K | RETIREMENT PLAN

The Organization maintains a retirement plan under the Internal Revenue Code Section 403(b) for its employees through a third party. Eligible participants over twenty-one years of age and working more than 1,000 hours per year may elect to make a voluntary pre-tax salary deferral each year, not to exceed the maximum allowed by law. 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, 2020 and 2019.

(Continued on next page)

SECOND START
NOTES TO FINANCIAL STATEMENTS

L | LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Organization's financial assets available within one year from the statement of financial position date for general operating expenses are as follows:

	<u>2020</u>	<u>2019</u>
Cash and Cash Equivalents	\$ 873,115	\$ 419,052
Accounts Receivable	39,022	49,637
Grants Receivable	109,957	113,563
Unconditional Promises to Give	-	20,000
Prepaid Expenses	<u>24,131</u>	<u>24,131</u>
Financial assets, at year end	1,046,225	614,538
Less those unavailable for general expenditures within one year due to:		
Donor-imposed restrictions	-	(41,044)
Board designated funds	<u>(40,364)</u>	<u>(61,010)</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 1,005,861</u>	<u>\$ 512,484</u>

The Organization has financial assets on hand equal to approximately 4 months of operating expenses, which totaled \$3,001,800 for the year ended June 30, 2020. At times, the Board of Directors may designate a portion of any operating surplus to its liquidity reserve for future expenditures. At June 30, 2020, there was \$40,364 of Board Designated Funds set aside for capital and other repairs and maintenance projects. A significant portion of the Organization's funding is derived from cost reimbursement grants from federal and state agencies; therefore, the Organization believes its liquid financial assets are sufficient to fund unanticipated liquidity needs that may arise. Additionally, the Organization has a line of credit which allows for borrowings up to \$600,000.

M | 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.

(Continued on next page)

SECOND START

NOTES TO FINANCIAL STATEMENTS

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.

N | CONCENTRATIONS OF RISK

The Organization maintains cash balances at a local financial institution that, at times, may exceed the Federal Deposit Insurance Corporation (FDIC) secured limit of \$250,000. At June 30, 2020 and 2019, the Organization had uninsured balances of \$155,374 and \$191,607, respectively.

O | RECLASSIFICATIONS

Certain amounts in the 2019 financial statements have been reclassified to conform to the 2020 presentation. These reclassifications had no effect on the reported results of previously reported net assets.

(Continued on next page)

SECOND START
NOTES TO FINANCIAL STATEMENTS

P | SUBSEQUENT EVENTS

Management has evaluated subsequent events through November 13, 2020, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date.

In March 2020, the World Health Organization declared the outbreak of the novel coronavirus COVID-19 as a pandemic which continues to spread throughout the world. The spread of this virus has caused business disruption across the United States which may negatively impact the Organization. While the disruption is expected to be temporary, there is considerable uncertainty around the duration; therefore, the related financial impact and duration cannot be reasonably estimated at this time.

SECOND START
SCHEDULE OF SUPPORT AND REVENUES, EXPENSES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2020

	<i>General & Building</i>	<i>Special Education</i>	<i>T.E.T Program</i>	<i>Alternative High School</i>	<i>Student Assistance</i>	<i>Adult Basic Education</i>	<i>Adult Learner</i>	<i>Welcoming Concord</i>	<i>Daycare</i>	<i>Total</i>
SUPPORT AND REVENUES										
Grants from Governmental Agencies	\$ -	\$ -	\$ -	\$ -	\$ 212,407	\$ 648,584	\$ 100,900	\$ -	\$ 227,308	\$ 1,189,199
Private Fees	-	-	-	-	-	-	-	-	670,093	670,093
Fees from Governmental Agencies	-	179,409	197,447	270,974	208,581	117,322	-	-	-	973,733
Government Assistance - PPP	5,604	47,446	13,366	27,123	26,785	11,745	1,175	590	39,369	173,203
Miscellaneous Income	3,725	-	-	2,165	-	4,075	-	3,790	3,381	17,136
United Way	-	-	-	-	3,618	1,924	931	-	-	6,473
Grants-Private	-	-	-	-	-	-	-	15,901	-	15,901
Contributions	13,300	-	-	625	-	1,425	395	-	-	15,745
Interest Income	86	-	-	-	-	-	-	-	-	86
<i>Total Support and Revenues</i>	<u>22,715</u>	<u>226,855</u>	<u>210,813</u>	<u>300,887</u>	<u>451,391</u>	<u>785,075</u>	<u>103,401</u>	<u>20,281</u>	<u>940,151</u>	<u>3,061,569</u>
EXPENSES										
<i>Program Services</i>										
Instruction and Student Activities	28,719	263,825	77,924	146,720	363,741	495,454	70,376	16,093	689,414	2,152,266
Staff Development and Professional Fees	-	2,879	1,346	3,176	1,278	116,533	1,371	-	4,008	130,591
Other Program Costs	4,995	17,680	11,118	12,336	6,666	50,541	13,470	6,059	90,623	213,488
Occupancy	-	9,030	4,320	9,031	-	14,515	6,367	-	28,161	71,424
Direct Depreciation	-	7,842	2,730	7,372	297	21,379	4,553	1,040	39,557	84,770
<i>Total Program Services</i>	<u>33,714</u>	<u>301,256</u>	<u>97,438</u>	<u>178,635</u>	<u>371,982</u>	<u>698,422</u>	<u>96,137</u>	<u>23,192</u>	<u>851,763</u>	<u>2,652,539</u>
<i>Support Services</i>										
General Administrative	-	38,052	14,012	23,691	46,613	81,625	12,163	3,005	129,531	348,692
Proceeds from Disposal of Property and Equipment	569	-	-	-	-	-	-	-	-	569
(Gain) Loss on Disposal of Property and Equipment	(198)	-	-	-	-	-	-	-	-	(198)
<i>Total Support Services</i>	<u>371</u>	<u>38,052</u>	<u>14,012</u>	<u>23,691</u>	<u>46,613</u>	<u>81,625</u>	<u>12,163</u>	<u>3,005</u>	<u>129,531</u>	<u>349,063</u>
Total Expenses	<u>34,085</u>	<u>339,308</u>	<u>111,450</u>	<u>202,326</u>	<u>418,595</u>	<u>780,047</u>	<u>108,300</u>	<u>26,197</u>	<u>981,294</u>	<u>3,001,602</u>
Excess (Deficiency) of Support and Revenues Over Expenses	(11,370)	(112,453)	99,363	98,561	32,796	5,028	(4,899)	(5,916)	(41,143)	59,967
<i>Net Assets, Beginning of Year</i>	<u>1,295,527</u>	<u>(862,727)</u>	<u>190,625</u>	<u>798,375</u>	<u>(67,583)</u>	<u>61,351</u>	<u>(74,962)</u>	<u>24,957</u>	<u>583,295</u>	<u>1,948,858</u>
<i>Net Assets, End of Year</i>	<u>\$ 1,284,157</u>	<u>\$ (975,180)</u>	<u>\$ 289,988</u>	<u>\$ 896,936</u>	<u>\$ (34,787)</u>	<u>\$ 66,379</u>	<u>\$ (79,861)</u>	<u>\$ 19,041</u>	<u>\$ 542,152</u>	<u>\$ 2,008,825</u>

See Independent Auditor's Report

SECOND START
 SCHEDULE OF SUPPORT AND REVENUES, EXPENSES AND CHANGES IN NET ASSETS
 FOR THE YEAR ENDED JUNE 30, 2019

	<i>General & Building</i>	<i>Special Education</i>	<i>T.E.T Program</i>	<i>Alternative High School</i>	<i>Student Assistance</i>	<i>Adult Basic Education</i>	<i>Adult Learner</i>	<i>Welcoming Concord</i>	<i>Daycare</i>	<i>Total</i>
SUPPORT AND REVENUES										
Grants from Governmental Agencies	\$ -	\$ -	\$ -	\$ -	\$ 198,240	\$ 617,721	\$ 112,314	\$ -	\$ 218,361	\$ 1,146,636
Private Fees	-	-	-	-	-	-	-	-	922,240	922,240
Fees from Governmental Agencies	-	165,322	237,673	289,875	181,957	45,074	-	-	-	919,901
Miscellaneous Income	22,272	-	-	67	-	10,061	-	10,290	2,178	44,868
United Way	-	-	-	-	22,743	9,291	-	-	-	32,034
Grants-Private	-	-	-	-	12,500	-	-	10,000	-	22,500
Contributions	9,806	-	688	688	5,232	318	50	-	130	16,912
Interest Income	122	-	-	-	-	-	-	-	-	122
Total Support and Revenues	32,200	165,322	238,361	290,630	420,672	682,465	112,364	20,290	1,142,909	3,105,213
EXPENSES										
<i>Program Services</i>										
Instruction and Student Activities	7,910	249,045	105,802	122,220	382,497	355,956	82,620	17,942	850,890	2,174,882
Staff Development and Professional Fees	-	4,340	1,307	3,601	2,934	151,496	468	-	17,428	181,574
Other Program Costs	7,155	19,069	12,787	12,541	9,926	51,073	11,769	3,480	97,429	225,229
Occupancy	-	8,075	4,037	8,075	-	20,859	3,022	-	34,727	78,795
Direct Depreciation	-	7,786	2,596	7,316	298	21,036	4,403	867	40,961	85,263
Total Program Services	15,065	288,315	126,529	153,753	395,655	600,420	102,282	22,289	1,041,435	2,745,743
<i>Support Services</i>										
General Administrative	-	44,716	20,444	24,540	56,752	86,273	13,696	3,334	147,841	397,596
(Gain) Loss on Disposal of Property and Equipment	2,114	-	-	-	-	-	-	-	-	2,114
Total Support Services	2,114	44,716	20,444	24,540	56,752	86,273	13,696	3,334	147,841	399,710
Total Expenses	17,179	333,031	146,973	178,293	452,407	686,693	115,978	25,623	1,189,276	3,145,453
Excess (Deficiency) of Support and Revenues Over Expenses	15,021	(167,709)	91,388	112,337	(31,735)	(4,228)	(3,614)	(5,333)	(46,367)	(40,240)
Net Assets, Beginning of Year	1,280,506	(695,018)	99,237	686,038	(35,848)	65,579	(71,348)	30,290	629,662	1,989,098
Net Assets, End of Year	\$ 1,295,527	\$ (862,727)	\$ 190,625	\$ 798,375	\$ (67,583)	\$ 61,351	\$ (74,962)	\$ 24,957	\$ 583,295	\$ 1,948,858

Second Start Board of Directors

Updated May 2021

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Attorney
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45 Centre Street
Concord, NH 03301
(603) 226-3900
cbrown@tarbellpa.com

Member since 2017

Clement Senga Kigugu



Executive Director
Overcomers Support Services
90 Airport Road, Room 25
P.O. Box 2941
Concord, NH 03302
(603)715-0844
ckigugu.ossnh@gmail.com

Member since 2019

Betsy Peabody



Guidance
Concord High School
170 Warren Street
Concord, NH 03301
(603) 225-0800
epeabody@sau8.org

Member since 2020

Cydney Dodge



Chief Operating Officer
NH Community Loan Fund, Inc.
7 Wall Street
Concord, NH 03301
(603) 856-0703 fax:(603) 225-7425
cdodge@communityloanfund.org

Member since 2020

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 Reconciliation Therapy (MRT) Certification
- 2014 AAP Certification

REFERENCES

Available on Request

BARBARA J. CROUSE

EMPLOYMENT

- 08/87 to Present Student Assistance Program Counselor
Second Start, Concord, NH
- 10/84 to 07/87 Outpatient Substance Abuse Counselor
Southeastern New Hampshire Services
Concord, NH
- 08/83 to 03/84 Child Care Counselor
Gilfillan Center, Bemidji, Minnesota
- 10/82 to 06/83 Field Liaison Coordinator
Northwest Minnesota Juvenile Training Center
Bemidji, Minnesota
- 03/81 to 09/82 Instructor, Follow-up Counselor, Logistical Support
Appalachian School of Experience
Newville, Penn.
- 06/77 to 11/79 Center Director/Social Services Coordinator,
Plains Early Childhood Development Ctr. Plains, Georgia

EDUCATION /CERTFICATION

- Sept, 2010 Certified Prevention Specialist
- May, 1986 Practitioner Certification, Mass. Institute 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

REFERENCES

Available upon Request

William Patrick Mealey

[REDACTED]

[REDACTED]

[REDACTED]

Education: M.Ed. Special Education, Rivier University, 2006

B.A. Psychology, University of New Hampshire, 2001

Educator Certifications: NH Experienced Educator Certificate (EEC): K-12 Principal (0003), Special

Education Administrator (0006), General Special education (1900)

Highly Qualified Teacher status (HQT) K – 12 Mathematics

Administrative Experience:

Second Start July 2021 – Present

Executive Director 2021- Present

Second Start Alternative High School July 2016 – June 2021

Principal and Program Director of Adolescent Services 2016 – 2021

Timberlane Regional School District July 2013 – June 2016

Academic Dean – Attendance/ Student Services 2013 – 2016

Teaching/ Leadership Experience:

Timberlane Regional High School* August 2002 – June 2013

Teacher Leader, Special Education Dep't 2010 – 2013

GED/ HiSET-Option Teacher 2011 – 2014

Case Coordinator for students with LD 2002 – 2008

Summer Discovery Director (ESY for ED students) 2002 – 2013

Varsity Soccer Coach (Class L/ Division 1 Boys) 2006 – 2011

Varsity Tennis coach (Class L) 2004-2008

JV Soccer coach (Class L) Girls 1999 – 2003, Boys 2004-05

Iber Holmes Gove Middle School (Raymond) August 2001-June 2002

1 Stephen Batchelder Parkway, Raymond, NH 03077

Case Coordinator for students with LD 2001 – 2002

Brian Daniels



EXPERIENCE

Second Start Student Assistance Program Counselor	Concord, NH August 2019-present
Avenues Extended Care Group Facilitator	Concord, NH May 2018-August 2019
Farnum Center NHTI Intern	Manchester, NH Spring 2017
New Freedom Academy NHTI Intern	Canterbury, NH Fall 2016

EDUCATION

Bachelor of Arts, Psychology with a concentration in Addiction Counseling,
Southern New Hampshire University, Manchester, NH

ASSOCIATIONS

CCAR- Connecticut Community for Addiction Recovery: Certified Recovery Coach

CCAR- Trained in Ethical Considerations/HIV Trends & Treatment/Suicide Post-Vention

NAADAC- National Association for Alcoholism and Drug Abuse Counselors

REFERENCES

Available on request.

JAMES B. SNODGRASS



EMPLOYMENT

05/75 to Present	<u>Executive Director</u> Second Start, Concord, NH
09/74 to 05/75	<u>Resident Counselor</u> Franklin Pierce College, Rindge, NH
01/72 to 06/73	<u>Teacher</u> Services for Education and Rehabilitation in Addiction 1065 University Avenue Bronx, NY

EDUCATION

1973 to 1974	Antioch Graduate School, 1 Elm Street, Keene, NH, M. Ed. Administration Assistant to Director of Admissions and Work Study Coordinator
1967 to 1971	Miami University, Oxford, Ohio B.S. in Education, Major in Political Science

CERTIFICATION

Social Studies Teacher, Grades 7-12, State of New Hampshire

Administration and Supervision, State of New Hampshire

REFERENCES

Available on Request

Kimberly B. Haley, MSW, LADAC



EMPLOYMENT

08/06 to Present	<u>Student Assistance Program Coordinator</u> Second Start, Concord NH
08/88 to 08/06	<u>Student Assistance Program Counselor</u> Second Start, Concord, NH
09/97-1998	<u>MSW Intern</u> NH Catholic Charities, Laconia, NH
09/86-10/87	<u>Youth Counselor at Anna Philbrook Ctr.</u> NH Department of Health & Human Services, Division for Children, Youth & Families, Concord, NH
Expires 09/2020 Expires 06/2021	<u>Certifications</u> Certified Prevention Specialist New Hampshire Master Licensed Alcohol and Drug Abuse Counselor (MLADC)

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

Kimberly Shepard



EMPLOYMENT HISTORY

Second Start Alternative High School, Concord NH Student Assistance Program Counselor	January 2019-present
Self-Employed, Concord NH Consultant	March 2017-January 2019
Hope for NH Recovery, Manchester NH Recovery Center Manager Concord/Franklin	August 2016-February 2017
Child and Family Services, Concord NH Family Counselor/Case Manager, May 2015-June 2016 Day Treatment Caseworker. March 2013-May 2015	March 2013-June 2016
Work Ready NH Manchester Community College, Manchester NH Subcontracted Soft Skills Facilitator Position	January 2013-April 2013
Second Start Alternative High School, Concord NH Subcontracted Transitional Coordinator/Choices Teacher	August 2012-November 2012
Southern NH Services, Manchester NH Community Action Manager, Workplace Success Program	October 2006-August 2009
Familystrength, Concord NH Director of Job Readiness	October 1998-October 2006

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.

Second Start

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jim Snodgrass	Ex Officio	57824	15%	8673
Bill Mealey	Executive Director	108701	5%	5428
Kim Haley	Supervisor	90480	100%	90480
Barbara Crouse	SAP Counselor	41472	75%	31104
Aimee Tucker	SAP Counselor	55040	14%	7956
Vacant	SAP Counselor	52000	87%	45216
Kimberly Shepard	SAP Counselor	50400	80%	40320



31A mac

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

Lori A. Shibanette
Commissioner

Katja S. Fox
Director

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

June 10, 2020

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

REQUESTED ACTION

#1 Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing contracts, some of which are not **Sole Source** as indicated in italics, with the vendors listed below in bold for the continuation of Student assistance Program services at the middle and high school levels, by increasing the total price limitation by \$1,258,907 from \$2,859,021 to \$4,117,928 and by extending the completion dates from June 30, 2020 to June 30, 2021. 100% Federal Funds. 0% General Funds.

The Governor and Council approved the original agreements and subsequent amendments as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Monadnock Family Services	177510	Keene	\$101,118	\$47,178	\$148,296	O: 09/13/17, (Item #16) A1: 6/19/19, (Item, #29A)
North Country Education Services	154707	Gorham	\$200,000	\$100,000	\$300,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
North Country Health Consortium	158557	Littleton	\$600,000	\$300,000	\$900,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 06 Claremont School District	177374	Claremont	\$62,940	\$46,500	\$109,440	O: 12/05/18, (Item #21) A1: 8/28/19, (Item #13)

SAU 18 Franklin School District	159863	Franklin	\$291,143	\$91,143	\$382,286	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
SAU 30 Laconia School District	177240	Laconia	\$299,985	\$99,995	\$399,980	O: 9/13/17, (Item #16) A1: 6/19/19, (Item, #29A)
SAU 33 Raymond School District	159945	Raymond	\$299,945	\$99,990	\$399,935	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
SAU 37 Manchester School District	177323	Manchester	\$200,000	\$0	\$200,000	O: 12/5/18, (Item #29A) A1: 6/19/19, (Item #29A)
SAU 54 Rochester School District	177467	Rochester	\$200,000	\$100,000	\$300,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 61 Farmington School District	160001	Farmington	\$300,000	\$100,000	\$400,000	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
Second Start	177224	Concord	\$303,890	\$274,101	\$577,991	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
		Total:	\$2,859,021	\$1,258,907	\$4,117,928	

#2 Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing Sole Source contracts 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, by increasing the total price limitation by \$595,000 from \$715,000 to \$1,310,000 and by extending the completion dates from June 30, 2020 to June 30, 2022. 97% Federal Funds. 3% General Funds.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Seacoast Youth Services	203944	Seabrook	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15)

SAU 17 Sanborn School District	154453	Kingston	\$75,000	\$75,000	\$150,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 52 Portsmouth School District	177463	Portsmouth	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 43 Newport School District	159924	Newport	\$120,000	\$0	\$120,000	O: 12/5/18, (Item #21) A1: 9/18/19, (Item #17)
SAU 64 Milton School District	156682	Milton	\$100,000	\$100,000	\$200,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15)
SAU 9 Conway School District	159846	North Conway	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
		Total:	\$715,000	\$595,000	\$1,310,000	

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified. The Partnership for Success grant funding is anticipated to be available in State Fiscal Year 2021, effective October 1, 2020.

See attached fiscal details.

EXPLANATION

This request includes contracts that are **Sole Source** because vendors have effectively operated the Student Assistance Program for three (3) 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 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 the second (2nd) year of the two (2) year renewal option.

The purpose of this request is to continue Student Assistance Programming using the evidenced based Project Success in twenty (20) high schools; twenty-three (23) middle schools; and one (1) community college. The Contractors will effectively serve up to 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 drug use.

This request includes 15 of 17 agreements listed in the table above. The Department anticipates the remaining 2 agreements will be presented at the July 8, 2020 Governor and Executive Council meeting.

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 Contractors 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 Contractors 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 and to collect data for the purposes of 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 student's 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 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.

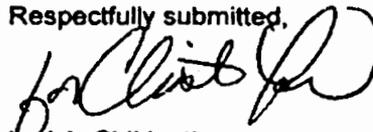
Area served: Statewide.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 5 of 5

Source of Funds: Source of Funds: 98.93% Federal Funds from the Department of Health & Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, Substance Abuse Prevention and Treatment Block Grant (SAPT) CFDA #93.959 FAIN #TI010035 & TI083041 and DHHS, SAMHSA, Center for Substance Abuse Prevention, NH Partnership for Success Initiative (PFS2) CFDA #93.342 FAIN #SP020796 and 1.07% General Funds

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
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 #
FAIN

93-959
TI010035 and TI083041

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
Sub Total				91,049	140,000	231,049

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	15,035	-	15,035
2021	102/500731	Contracts for Program Services	92057502	-	50,000	50,000
2022	102/500731	Contracts for Program Services	92057502	-	50,000	50,000
Sub Total				65,035	100,000	165,035

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
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				120,000	-	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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				100,000	-	100,000

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District SAU #52

VE # 177453-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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
		Sub Total		91,049	140,000	231,049

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	11,276	-	11,276
2021	102/500731	Contracts for Program Services	92057502	-	37,500	37,500
2022	102/500731	Contracts for Program Services	92057502	-	37,500	37,500
		Sub Total		48,776	75,000	123,776

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
		Sub Total		91,049	140,000	231,049

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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	25,000	25,000
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		42,500	25,000	67,500

		SUB TOTAL PREVENTION		649,458	620,000	1,269,458
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU
OF DRUG & ALCOHOL SVCS, CLINICAL SVS
66% Federal Funds 34% General Funds**

**CFDA # 93-959
FAIN TI010035**

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	34,965	-	34,965
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				34,965	-	34,965

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District 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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	26,224	-	26,224
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				26,224	-	26,224

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

SUB TOTAL PREVENTION				208,042	-	208,042
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**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
2021	102/500731	Contracts for Program Services	92052407	-	46,500	46,500
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				62,940	46,500	109,440

Farmington School Dist SAU 61

VE #160001-B001

PO #1069091

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				300,000	100,000	400,000

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
2021	102/500731	Contracts for Program Services	92052407	-	91,143	91,143
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				291,143	91,143	382,286

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
2021	102/500731	Contracts for Program Services	92052407	-	99,995	99,995
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				299,985	99,995	399,980

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
2021	102/500731	Contracts for Program Services	92052407	-	-	-
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				200,000	-	200,000

Monadnock Family Services

VE #177510-B001

PO #1058318

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

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
2021	102/500731	Contracts for Program Services	92052407	-	47,178	47,178
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				101,118	47,178	148,296

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				200,000	100,000	300,000

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
2021	102/500731	Contracts for Program Services	92052407	-	300,000	300,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				500,000	300,000	800,000

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
2021	102/500731	Contracts for Program Services	92052407	-	99,990	99,990
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				299,945	99,990	399,935

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				200,000	100,000	300,000

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
2021	102/500731	Contracts for Program Services	92052407	-	249,101	249,101
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				261,390	249,101	510,491

SUB TOTAL PFS2				2,716,521	1,233,907	3,950,428
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NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL

		TOTAL CONTRACT	3,574,021	1,853,907	5,427,928
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**New Hampshire Department of Health and Human Services
Student Assistance Program**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Student Assistance Program**

This 2nd Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #2") 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 Domestic 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) as amended on June 19, 2019, (Item #29A) 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended and extended 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, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$577,991.
3. Modify Exhibit A, Scope of Services by replacing in its entirety with Exhibit A, Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:
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 and Exhibit B-2, Amendment #2.
5. Add Exhibit B-2, Amendment #2, attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Student Assistance Program



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. 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

June 10, 2020
Date

Christie Tappan
Name: Christie Tappan
Title: Associate Commissioner

Second Start

June 10, 2020
Date

James Snodgrass
Name: JAMES SNODGRASS
Title: EXECUTIVE DIRECTOR

New Hampshire Department of Health and Human Services
Student Assistance Program



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

OFFICE OF THE ATTORNEY GENERAL

June 10, 2020
Date

Christopher Marshall
Name:
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:



Scope of Services

1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.3. 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, Concord High School, Second Start Alternative High School, and Rundlett Middle School.

2. Scope of Work

- 2.1. The Contractor shall utilize an evidence-based screening tool, as approved by the Department, to screen all students referred for services.
- 2.2. The Contractor shall refer students 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 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, which are:
 - 2.4.1. Endorsed by the Substance Abuse and Mental Health Services Administration as an Evidenced-Based prevention program.
 - 2.4.2. Implemented by specially trained student assistance counselors who are located in schools 2-5 days a week.
 - 2.4.3. Research-based programs that utilize interventions that are effective in reducing risk factors and enhancing protective factors.
- 2.5. The Contractor shall conduct Individual Support Sessions, as needed, to assist students with actions that include, but are 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.

**New Hampshire Department of Health and Human Services
Student Assistance Program**



Exhibit A, Amendment #2

- 2.5.4. Learning and practicing 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 ensuring confidentiality and boundaries are addressed and clarified during the first session of each group. The Contractor shall ensure Group Sessions include, but are not limited to:
 - 2.7.1. Assisting students with identifying and resisting social and situational pressures to use substances.
 - 2.7.2. Providing information that corrects misperceptions relative to the prevalence and acceptability of substance use.
 - 2.7.3. Providing students an opportunity to focus on the personal consequences of use.
 - 2.7.4. Teaching and providing opportunities to practice resistance and coping skills.
 - 2.7.5. Identifying barriers to using new skills or adopting healthy attitudes.
- 2.8. The Contractor shall provide parent education about misuse of prescription drugs and underage drinking and binge drinking, ensuring topics include, but are 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 drug and alcohol use.
- 2.9. The Contractor shall ensure parent education provided enhances current parent education services offered at the school and local levels.
- 2.10. The Contractor shall provide prevention education services during transitional years of the 7th and 9th grades, ensuring topics include, but are not limited to:

[Handwritten Signature]
5/10/20

New Hampshire Department of Health and Human Services
Student Assistance Program



Exhibit A, Amendment #2

- 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, which may include utilizing and enhancing existing groups and programs.
- 2.12. The Contractor shall enhance services through the utilization of marketing and media tools in conjunction with work at the state level and the local level with community partners, which may include, but is not limited to:
 - 2.12.1. The Regional Public Health Network.
 - 2.12.2. Drug-Free Coalitions.
 - 2.12.3. Other local organizations.
- 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 2021 Youth Risk Behavior Survey with students in grades 9 through 12 in the spring of 2021.
- 2.15. 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.
- 2.16. 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 2.15.
- 2.17. The Contractor shall participate in all required meetings and trainings which 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.
 - 2.17.4. Group Programmatic Consultation for Student Assistance Program counselors with a Master Licensed Alcohol and Drug Counselor with a Certification as a Prevention Specialist.
- 2.18. The Contractor shall provide one full-time equivalent staff person to every one-thousand (1,000) students. The Contractor shall ensure:
 - 2.18.1. The position is pro-rated if the school serves less than 1,000 students.
 - 2.18.2. The staff person is available a minimum of two (2) days per week if the school serves less than 1,000 students.
 - 2.18.3. The staff person does not serve more than two buildings or campuses.

Handwritten initials and date: 6/10/20

New Hampshire Department of Health and Human Services
Student Assistance Program



Exhibit A, Amendment #2

- 2.19. The Contractor shall allow a Department-approved team to conduct quarterly site reviews, ensuring the team includes, but is not limited to:
- 2.19.1. Student Assistance Counselor(s).
 - 2.19.2. Contractor or designee.
 - 2.19.3. Department designees.
 - 2.19.4. Representative of the New Hampshire Center for Excellence, if appropriate.
- 2.20. The Contractor shall ensure the site visit access includes, but is not limited to:
- 2.20.1.1. Review of systems of governance.
 - 2.20.1.2. Administration.
 - 2.20.1.3. Data collection and submission.
 - 2.20.1.4. Policies for ensuring student confidentiality.
 - 2.20.1.5. Financial management in order to ensure systems are adequate to provide the contracted services.
- 2.21. The Contractor shall take corrective actions, as advised by the review team.

3. Staffing

- 3.1. The Contractor shall provide one (1) Student Assistance counselor who is a Master Licensed Alcohol and Drug Counselor who shall obtain Certified Prevention Specialist (CPS) status within one (1) year of hire.
- 3.2. The Contractor shall maintain the Prevention Specialist Certification status through recertification every two (2) years.
- 3.3. The Contractor shall allocate the appropriate funding for certification or recertification as a Prevention Specialist for one (1) Student Assistance Counselor within the relevant fiscal year budget.
- 3.4. The Contractor shall submit a plan of corrective action to the Department if staffing requirements are not met.

4. Reporting

- 4.1. 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 each month.
- 4.2. 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.
- 4.3. 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.

[Handwritten Signature]
Date 6/10/20



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

5. Performance Measures

- 5.1. The Contractor shall ensure participants report a decrease in past 30-day use of alcohol and non-medical prescription drugs including opioids and illicit opioids.
- 5.2. The Contractor shall ensure participants report a decrease in binge drinking over the past 30 days.
- 5.3. The Contractor shall ensure participants report an increase in parental and peer disapproval of alcohol and non-medical prescription drug misuse.
- 5.4. The Contractor shall ensure participants report an increase in a perception of risk/harm of use of alcohol and non-medical prescription drug misuse.
- 5.5. The Contractor shall ensure participants report an increase in family communication around alcohol and drug misuse.

6. Deliverables

- 6.1. The Contractor shall administer the 2021 Youth Risk Behavior Survey with students in grades 9 through 12 in the spring of 2021.
- 6.2. The Contractor shall provide the results of the assessment in Section 2.15 to the Department in an electronic format within thirty (30) days of the completion of each contract year.

7. Statewide Consultation Services

- 7.1. The Contractor shall provide statewide services to the Department's Student Assistant Program Contractors that includes, but is not limited to:

- 7.1.1. Programmatic consultation, which includes, but is not limited to:

- 7.1.1.1. Delivering monthly regional group programmatic consultation to identify:

- 7.1.1.1.1. Programmatic Concerns;
- 7.1.1.1.2. Gaps in Scope of Services; and
- 7.1.1.1.3. Proper Licensure.

- 7.1.1.2. Providing individual consultation, as needed, in person or by telephone.

- 7.1.2. Programmatic consultation that includes, but is not limited to:

- 7.1.2.1. Delivering monthly regional group programmatic consultation to address:

- 7.1.2.1.1. Programmatic Concerns


Date 6/10/20

New Hampshire Department of Health and Human Services
Student Assistance Program



Exhibit A, Amendment #2

- 7.1.2.1.2. Gaps in Scope of Services
- 7.1.2.1.3. Proper Licensure
- 7.1.2.2. Providing individual consultation as needed.
- 7.1.3. Managing and reinforcing the Department's Information Security Requirements as outlined in Exhibit K.
- 7.1.4. Submitting quarterly reports developed by the Department that reflect activities performed in the previous quarter.

HB

6/10/20

New Hampshire Department of Health and Human Services
Exhibit B-2, Amendment #2

Contractor Name: Second Step
Budget Request For: Student Assistance Program
Budget Period: July 1, 2020-June 30, 2021

Line Item	Contractor	Direct	Indirect	Total	Contractor Share / Match	Direct	Indirect	Total	Funded by DHS Contract Share	Total
1. Total Entry Cases		344,138.00		344,138.00	18,038.32	18,038.32		18,038.32	154,067.68	154,067.68
2. Employee Salaries		1,700,000.00		1,700,000.00	20,282.23	20,282.23		20,282.23	32,591.77	32,591.77
3. Contractual										
4. Equipment										
5. Supplies		313.00		313.00						
6. Travel		1,000.00		1,000.00					1,000.00	1,000.00
7. Occupancy										
8. Current Expenses										
9. Printing										
10. Subscriptions										
11. Audit and Legal		628.00		628.00						
12. Insurance										
13. Board Expenses										
14. Board Expenses										
15. Marketing/Communications		2,750.00		2,750.00					2,750.00	2,750.00
16. Staff Education and Training										
17. Support/Programs		42,099.00		42,099.00	37,438.45	37,438.45		37,438.45	4,660.55	4,660.55
18. Other (General Administration)		73,000.00		73,000.00					73,000.00	73,000.00
19. Other (Internal Consultations)										
TOTAL		493,991.00	42,099.00	536,090.00	37,438.45	37,438.45		37,438.45	347,002.15	347,002.15

Contractor initials: *[Signature]*
Date: 8/10/20



29A mac

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
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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
<i>Monadnock Family Services</i>	177510	<i>Keene</i>	\$68,940	\$32,178	\$101,118	<i>09/13/2017 (Item #16)</i>
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)
<i>SAU 06 Claremont</i>	<i>177374</i>	<i>Claremont</i>	<i>\$31,470</i>	<i>\$0</i>	<i>\$31,470</i>	<i>12/05/18 (Item #21)</i>
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)
<i>SAU 18 Franklin</i>	<i>159863</i>	<i>Franklin</i>	<i>\$200,000</i>	<i>\$91,143</i>	<i>\$291,143</i>	<i>09/13/2017 (Item #16)</i>
<i>SAU 30 Laconia</i>	<i>177420</i>	<i>Laconia</i>	<i>\$199,990</i>	<i>\$99,995</i>	<i>\$299,985</i>	<i>09/13/2017 (Item #16)</i>
<i>SAU 33 Raymond</i>	<i>159945</i>	<i>Raymond</i>	<i>\$199,955</i>	<i>\$99,990</i>	<i>\$299,945</i>	<i>09/13/2017 (Item #16)</i>
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.

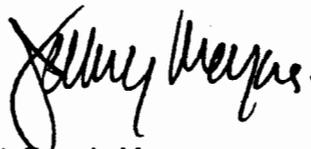
Area served: Statewide.

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.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

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,

A handwritten signature in black ink, appearing to read "Jeffrey Meyers". The signature is written in a cursive style with a large initial "J".

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 #
FAIN**

**93-959
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 District 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
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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 #
FAIN

93.243
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
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TOTAL CONTRACT				1,962,644	1,611,377	3,574,021
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
SFY 2017 and SFY 2018 FINANCIAL DETAIL**

	2018	2019		2020	Total Revised Modified Budget
	Current Price Limitation	Current Price Limitation	Current Modified Budget	Increase/Decrease	
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 District 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 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.

Handwritten signature
5/15/19



New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-12)

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

[Signature]
Name: Katja Fox
Title: Director

Second Start

5/15/19
Date

[Signature]
Name: James B. Brodyman
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.

[Signature]
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

[Handwritten]
5/15/19

New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-12)



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:

AKJ
5/15/19

**New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-12)
Exhibit B, Amendment #1**



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.

Second Start

Exhibit B, Amendment #1

Contractor Initials

SS-2019-BDAS-02-STUDE-12

Page 1 of 2

Date

[Handwritten Signature]
5/15/19



**New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-12)
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.

MS
5/15/14

New Hampshire Department of Health and Human Services

Contractor name Second Start

Budget Request for: Student Assistance Program (83-2019-BDAS-02-STUDE-12)

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

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 (specify details in narrative):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Liability Insurance	\$ 487.00	\$ -	\$ 487.00	\$ 487.00	\$ -	\$ 487.00	\$ -	\$ -	\$ -
General Administration:	\$ -	\$ 50,478.00	\$ 50,478.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 386,377.00	\$ 50,478.00	\$ 436,856.00	\$ 187,276.00	\$ -	\$ 187,276.00	\$ 198,101.00	\$ -	\$ 198,101.00

Indirect As A Percent of Direct

13.1%

Contractor Initials

Date

[Handwritten Signature]
5/15/19

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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

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.

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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
			<i>Subtotal:</i>	<i>\$440,000</i>

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
			<i>Subtotal:</i>	<i>\$462,289</i>
			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.

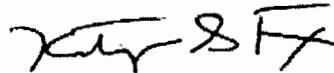
Should the Governor and Executive Council not authorize this request, 18,837 students, statewide, may not receive the support and substance misuse prevention education that may be needed during critical adolescent development years. Lack of these support services could result in: higher prevalence rates 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.

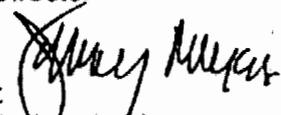
In the event that the Federal (or Other) Funds become no longer available, additional General Funds will not be requested to support this program.

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
			<i>Prevention Sub Total:</i>	\$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)

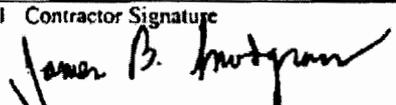
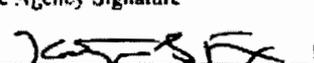
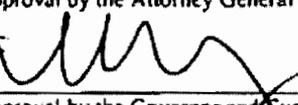
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 		1.12 Name and Title of Contractor Signatory JAMES B. SNODGRASS EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> . County of <u>Merrimack</u> On <u>July 26, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]		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: <u>9/4/18</u>		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. Goble - Attorney 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

[Handwritten Signature]
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 \$1,000,000 per 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

MB
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.



Exhibit A

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.

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**New Hampshire Department of Health and Human Services
Student Assistance Program**



Exhibit A

- 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.

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7/26/18



Exhibit A

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- 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.

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New Hampshire Department of Health and Human Services
Student Assistance Program



Exhibit A

- 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.

Second Start

Exhibit A

Contractor Initials

SS-2019-BDAS-02-STUDE-12

Page 4 of 5

Date

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9/26/18



Exhibit A

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.

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Exhibit B

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

**New Hampshire Department of Health and Human Services
Student Assistance Program**



Exhibit B

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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Date 7/26/18



- 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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Date 7/26/16



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

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Date 7/26/16



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: *JM*
Date: *7/26/18*

New Hampshire Department of Health and Human Services
Exhibit C



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: *[Handwritten Signature]*
Date: *7/2/15*



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.

[Handwritten Signature]
[Handwritten Date]



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

[Handwritten Signature]
Date *7/26/18*

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

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

Contractor Name:

7/26/2018
Date

James B. Snodgrass
Name: JAMES B. SNODGRASS
Title: EXECUTIVE DIRECTOR

JS
7/26/18



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-1.)
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:

7/26/10
Date

James B. Snodgrass
Name: JAMES B. SNODGRASS
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

[Handwritten Signature]
[Handwritten Date: 7/26/18]



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 (11)(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:

Date 7/26/18

James B. Snodgrass
Name: JAMES B. SNODGRASS
Title: EXECUTIVE DIRECTOR

Contractor Initials

Date 7/26/18



**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.

Exhibit G

Contractor Initials

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


Date 7/26/18

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

Date 7/26/18

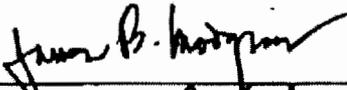

Name: JAMES B. SMODGASS
Title: EXECUTIVE DIRECTOR

Exhibit G

Contractor Initials 

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

Date 7/26/18



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

JS
7/26/18



Exhibit I

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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

[Handwritten initials]

7/26/18



Exhibit I

- I. **"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

[Handwritten Signature]
7/26/18



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). 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

MS
7/26/18



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials

Date

[Handwritten Signature]
7/26/18



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

8/24/18
Date

Second START

Name of the Contractor

James B. Snodgrass
Signature of Authorized Representative

JAMES B. SNODGRASS
Name of Authorized Representative

EXECUTIVE DIRECTOR
Title of Authorized Representative

7/26/18
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

James B. Madgrass
Name: JAMES B. MADGRASS
Title: EXECUTIVE DIRECTOR

JBM
7/26/18



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: 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?

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: _____

[Handwritten Signature]
7/26/10

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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7/26/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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7/26/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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7/26/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

[Handwritten Signature]
Date *7/26/18*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

[Handwritten Signature]
7/26/18

New Hampshire Department of Health and Human Services

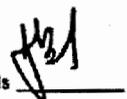
Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and 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.


Date 7/26/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, 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

[Handwritten Signature]
Date 7/26/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

- A. DHHS 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

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7/26/18



New Hampshire Department of Health and Human Services Student Assistance Program

State of New Hampshire Department of Health and Human Services Amendment #3

This 3rd Amendment to the Student Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("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 Street, Rochester, NH 03867.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2018 (Item #23), as amended on June 19, 2019, (Item #29A), as amended on June 24, 2020, (Item #31A), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended 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, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$377,400
3. Modify Exhibit A, Scope of Services, Section 2, Scope of Work, Subsection 1.5 to read:
 - 1.5. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2022, and the Department shall not be liable for any payments for services provide after June 30, 2022, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2022-2023 biennium.
4. Modify Exhibit A, Scope of Services, Section 2, Scope of Work, Subsection 2.14., to read:
 - 2.14. The Contractor shall administer the 2022 Youth Risk Behavior Survey with students in grades 9 through 12 in the spring of 2022.
5. Modify Exhibit A, Scope of Services, Section 6, Deliverables, Subsection 6.1., to read:
 - 6.1. The Contractor shall administer the 2022 Youth Risk Behavior Survey with students in grades 9 through 12 in the spring of 2022.
6. Modify Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1. to read:
 - 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, Exhibit B-2, Amendment #2, and Exhibit B-3, Amendment #3.
7. Add Exhibit B-3, Amendment #3, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. 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

6/11/2021

Date

DocuSigned by:
Katja Fox

Name: Katja Fox
Title: Director

6/11/2021

Date

SAU #54 – Rochester School District

DocuSigned by:
Kyle Repucci

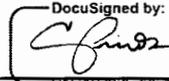
Name: Kyle Repucci
Title: Superintendent

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

OFFICE OF THE ATTORNEY GENERAL

6/11/2021

Date

DocuSigned by:


Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit B-J Amendment #3

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Instructions: Fill out the Direct/Indirect columns only for Contractor Share (if applicable) and Funded by DHHS. Everything else will automatically populate.

Contractor Name: Rochester School District

Budget Request for: Student Assistance Program Coordinator

Project Title

Budget Period: July 1, 2021 - June 30, 2022.

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	\$ 49,000.00	\$ -	\$ 49,000.00	\$ -	\$ -	\$ -	\$ 49,000.00	\$ -	\$ 49,000.00
2. Employee Benefits	\$ 10,200.00	\$ -	\$ 10,200.00	\$ -	\$ -	\$ -	\$ 10,200.00	\$ -	\$ 10,200.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
11. Staff Education and Training	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
12. Subcontracts/Agreements	\$ 13,000.00	\$ -	\$ 13,000.00	\$ -	\$ -	\$ -	\$ 13,000.00	\$ -	\$ 13,000.00
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 77,400.00	\$ -	\$ 77,400.00	\$ -	\$ -	\$ -	\$ 77,400.00	\$ -	\$ 77,400.00

Indirect As A Percent of Direct

0.0%

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Rochester School Board.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 3, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Kyle Repucci, Superintendent of (may list more than one person)
Schools
(Name and Title of Contract Signatory)

is duly authorized on behalf of the Rochester School to enter into contracts or agreements with the State
(Name of Corporation/ LLC) District

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

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

Dated: 6/3/2021



Signature of Elected Officer

Name: Paul Lynch

Title: School Board Chair



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: Rochester School District SAU #54 150 Wakefield Street, Suite 8 Rochester, NH 03867	Member Number: 901	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ 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:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2020	7/1/2021	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2020	7/1/2021	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2020	7/1/2021	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: <i>Mary Beth Purcell</i>
			Date: 5/25/2021 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



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

Lori A. Shibleyette
 Commissioner

Katja S. Fox
 Director

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

June 10, 2020

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

REQUESTED ACTION

#1 Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing contracts, some of which are not **Sole Source** as indicated in italics, with the vendors listed below in bold for the continuation of Student assistance Program services at the middle and high school levels, by increasing the total price limitation by \$1,258,907 from \$2,859,021 to \$4,117,928 and by extending the completion dates from June 30, 2020 to June 30, 2021. 100% Federal Funds. 0% General Funds.

The Governor and Council approved the original agreements and subsequent amendments as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Monadnock Family Services	177510	<i>Keene</i>	<i>\$101,118</i>	<i>\$47,178</i>	<i>\$148,296</i>	O: 09/13/17, (Item #16) A1: 6/19/19, (Item, #29A)
North Country Education Services	154707	<i>Gorham</i>	<i>\$200,000</i>	<i>\$100,000</i>	<i>\$300,000</i>	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
North Country Health Consortium	158557	<i>Littleton</i>	<i>\$600,000</i>	<i>\$300,000</i>	<i>\$900,000</i>	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 06 Claremont School District	177374	<i>Claremont</i>	<i>\$62,940</i>	<i>\$46,500</i>	<i>\$109,440</i>	O: 12/05/18, (Item #21) A1: 8/28/19, (Item #13)

SAU 18 Franklin School District	159863	Franklin	\$291,143	\$91,143	\$382,286	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
SAU 30 Laconia School District	177240	Laconia	\$299,985	\$99,995	\$399,980	O: 9/13/17, (Item #16) A1: 6/19/19, (Item, #29A)
SAU 33 Raymond School District	159945	Raymond	\$299,945	\$99,990	\$399,935	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
SAU 37 Manchester School District	177323	Manchester	\$200,000	\$0	\$200,000	O: 12/5/18, (Item #29A) A1: 6/19/19, (Item #29A)
SAU 54 Rochester School District	177467	Rochester	\$200,000	\$100,000	\$300,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 61 Farmington School District	160001	Farmington	\$300,000	\$100,000	\$400,000	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
Second Start	177224	Concord	\$303,890	\$274,101	\$577,991	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
		Total:	\$2,859,021	\$1,258,907	\$4,117,928	

#2 Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing Sole Source contracts 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, by increasing the total price limitation by \$595,000 from \$715,000 to \$1,310,000 and by extending the completion dates from June 30, 2020 to June 30, 2022. 97% Federal Funds. 3% General Funds.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Seacoast Youth Services	203944	Seabrook	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15)

SAU 17 Sanborn School District	154453	Kingston	\$75,000	\$75,000	\$150,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 52 Portsmouth School District	177463	Portsmouth	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 43 Newport School District	159924	Newport	\$120,000	\$0	\$120,000	O: 12/5/18, (Item #21) A1: 9/18/19, (Item #17)
SAU 64 Milton School District	156682	Milton	\$100,000	\$100,000	\$200,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15)
SAU 9 Conway School District	159846	North Conway	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
		Total:	\$715,000	\$595,000	\$1,310,000	

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified. The Partnership for Success grant funding is anticipated to be available in State Fiscal Year 2021, effective October 1, 2020.

See attached fiscal details.

EXPLANATION

This request includes contracts that are Sole Source because vendors have effectively operated the Student Assistance Program for three (3) 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 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 the second (2nd) year of the two (2) year renewal option.

The purpose of this request is to continue Student Assistance Programming using the evidenced based Project Success in twenty (20) high schools; twenty-three (23) middle schools; and one (1) community college. The Contractors will effectively serve up to 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 drug use.

This request includes 15 of 17 agreements listed in the table above. The Department anticipates the remaining 2 agreements will be presented at the July 8, 2020 Governor and Executive Council meeting.

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 Contractors 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 Contractors 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 and to collect data for the purposes of 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 student's 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.

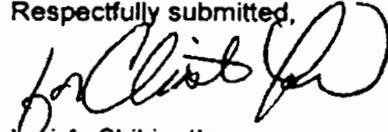
Should the Governor and Council not authorize this request, 23,333 students, statewide, may not receive the support and substance misuse prevention education needed during critical adolescent development years. Lack of these support services could result in: higher prevalence rates of underage drinking 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: Source of Funds: 98.93% Federal Funds from the Department of Health & Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, Substance Abuse Prevention and Treatment Block Grant (SAPT) CFDA #93.959 FAIN #TI010035 & TI083041 and DHHS, SAMHSA, Center for Substance Abuse Prevention, NH Partnership for Success Initiative (PFS2) CFDA #93.342 FAIN #SP020796 and 1.07% General Funds

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

Respectfully submitted,



Lori A. Shibanette
Commissioner

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
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 #
FAIN

93-959
TI010035 and TI083041

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
Sub Total				91,049	140,000	231,049

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	15,035	-	15,035
2021	102/500731	Contracts for Program Services	92057502	-	50,000	50,000
2022	102/500731	Contracts for Program Services	92057502	-	50,000	50,000
Sub Total				65,035	100,000	165,035

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
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				120,000	-	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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				100,000	-	100,000

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District 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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
Sub Total				91,049	140,000	231,049

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	11,276	-	11,276
2021	102/500731	Contracts for Program Services	92057502	-	37,500	37,500
2022	102/500731	Contracts for Program Services	92057502	-	37,500	37,500
Sub Total				48,776	75,000	123,776

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
Sub Total				91,049	140,000	231,049

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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	25,000	25,000
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				42,500	25,000	67,500

SUB TOTAL PREVENTION				649,458	620,000	1,269,458
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU
OF DRUG & ALCOHOL SVCS, CLINICAL SVS**

66% Federal Funds 34% General Funds

CFDA #

93-959

FAIN

TI010035

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	34,965	-	34,965
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				34,965	-	34,965

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District 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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	26,224	-	26,224
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				26,224	-	26,224

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

SUB TOTAL PREVENTION				208,042	-	208,042
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**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
2021	102/500731	Contracts for Program Services	92052407	-	46,500	46,500
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				62,940	46,500	109,440

Farmington School Dist SAU 61

VE #160001-B001

PO #1069091

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				300,000	100,000	400,000

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
2021	102/500731	Contracts for Program Services	92052407	-	91,143	91,143
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				291,143	91,143	382,286

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
2021	102/500731	Contracts for Program Services	92052407	-	99,995	99,995
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				299,985	99,995	399,980

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
2021	102/500731	Contracts for Program Services	92052407	-	-	-
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				200,000	-	200,000

Monadnock Family Services

VE #177510-B001

PO #1058318

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

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
2021	102/500731	Contracts for Program Services	92052407	-	47,178	47,178
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		101,118	47,178	148,296

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		200,000	100,000	300,000

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
2021	102/500731	Contracts for Program Services	92052407	-	300,000	300,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		500,000	300,000	800,000

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
2021	102/500731	Contracts for Program Services	92052407	-	99,990	99,990
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		299,945	99,990	399,935

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		200,000	100,000	300,000

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
2021	102/500731	Contracts for Program Services	92052407	-	249,101	249,101
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		261,390	249,101	510,491

		SUB TOTAL PFS2		2,716,521	1,233,907	3,950,428
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NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL

		TOTAL CONTRACT	3,574,021	1,853,907	5,427,928
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**New Hampshire Department of Health and Human Services
Student Assistance Program**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Student Assistance Program**

This 2nd Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #2") 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 St, 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), as amended on June 19, 2019, (Item #29A), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended and extended 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, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$300,000.
3. Exhibit A, Scope of Services, Section 2., Subsection 2.14., to read:
2.14. The Contractor shall administer the 2021 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2021.
4. Exhibit A, Scope of Services, Section 2., Subsection 2.15. to read:
2.15. Reserved.
5. Exhibit A, Scope of Services, Section 6., Deliverables, Subsection 6.1., to read:
6.1. The Contractor shall administer the 2021 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2021.
6. Exhibit A, Scope of Services, Section 6., Deliverables, Subsection 6.2., to read:
6.2. Reserved.
7. Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 6, Subsection 6.1 to read:
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 and Exhibit B-2, Amendment #2.

**New Hampshire Department of Health and Human Services
Student Assistance Program**



8. Add Exhibit B-2, Amendment #2, attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Student Assistance Program



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. 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

5-26-2020
Date

Christine Tappan
Name: *Christine Tappan*
Title: *Associate Commissioner*
SAU 54 - Rochester School District

5-22-20
Date

KLA
Name:
Title: *Superintendent*

Acknowledgement of Contractor's signature:

**New Hampshire Department of Health and Human Services
Student Assistance Program**



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

OFFICE OF THE ATTORNEY GENERAL

June 10, 2020
Date

J Christopher Marshall
Name:
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:



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

29A mac

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

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

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,

A handwritten signature in black ink, appearing to read "Jeffrey Meyers". The signature is written in a cursive style with a large, stylized initial "J".

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 #
FAIN**

**93-959
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 District 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
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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
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TOTAL CONTRACT				1,962,644	1,611,377	3,574,021
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
SFY 2017 and SFY 2018 FINANCIAL DETAIL**

	2018	2019		2020	Total Revised Modified Budget
	Current Price Limitation	Current Price Limitation	Current Modified Budget	Increase/Decrease	
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 District 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 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.

New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-09)



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

[Signature]
Name: Katja Fox
Title: Director

SAU 54 – Rochester School District

5/16/19
Date

[Signature]
Name: Michael C. 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.

[Signature]
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

New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-09)



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

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:

New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-09)
Exhibit B, Amendment #1



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.

**New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-09)
Exhibit B, Amendment #1**



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 with 2019-2020 Fiscal Year Budget

Budget Request for Student Assistance Program (ETUDE-00)

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

Line Item	Original Budget	Amendment #1	Total Budget	Current Balance	Encumbrance	Available Balance
1. Total Rate/Wages	90,178.00	21,519.36	111,697.36	90,178.00	21,519.36	69,678.00
2. Employee Benefits	9,822.00	3,341.56	13,163.56	9,822.00	3,341.56	6,480.00
3. Consultants	-	-	-	-	-	-
4. Equipment	1,600.00	1,600.00	3,200.00	1,600.00	1,600.00	1,600.00
5. Rental	-	-	-	-	-	-
6. Regular and Irregular Payroll/Deduction	500.00	500.00	1,000.00	500.00	500.00	500.00
7. Supplies	-	-	-	-	-	-
8. Educational	-	-	-	-	-	-
9. LEO	-	-	-	-	-	-
10. Pharmacy	-	-	-	-	-	-
11. Medical	-	-	-	-	-	-
12. Office	15,000.00	15,000.00	30,000.00	15,000.00	15,000.00	15,000.00
13. Travel	3,500.00	3,500.00	7,000.00	3,500.00	3,500.00	3,500.00
14. Other	-	-	-	-	-	-
15. Current Expenses	-	-	-	-	-	-
16. Tuition	600.00	600.00	1,200.00	600.00	600.00	600.00
17. Postage	500.00	500.00	1,000.00	500.00	500.00	500.00
18. Subject Fees	-	-	-	-	-	-
19. Audit and Legal	-	-	-	-	-	-
20. Insurance	-	-	-	-	-	-
21. Board Expenses	-	-	-	-	-	-
22. Books	1,000.00	1,000.00	2,000.00	1,000.00	1,000.00	1,000.00
23. Marketing/Communications	600.00	600.00	1,200.00	600.00	600.00	600.00
24. Staff Education and Training	2,000.00	2,000.00	4,000.00	2,000.00	2,000.00	2,000.00
25. Subcontract/Agreements	22,500.00	22,500.00	45,000.00	22,500.00	22,500.00	22,500.00
26. Other	-	-	-	-	-	-
TOTAL	128,500.00	48,519.36	177,019.36	128,500.00	48,519.36	80,000.00

Initials As A Percent of Budget

*RON Agreement = \$17,000.00

*Other Donations = \$6,000.00

Contractor Initials: *MDA*
 Date: *3/11/19*

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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
			<i>Subtotal:</i>	<i>\$440,000</i>

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
			<i>Subtotal:</i>	<i>\$462,289</i>
			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.

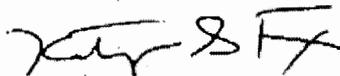
Should the Governor and Executive Council not authorize this request, 18,837 students, statewide, may not receive the support and substance misuse prevention education that may be needed during critical adolescent development years. Lack of these support services could result in: higher prevalence rates 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.

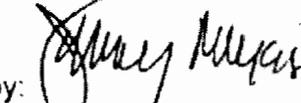
In the event that the Federal (or Other) Funds become no longer available, additional General Funds will not be requested to support this program.

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
			<i>Prevention Sub Total:</i>	\$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
			<i>PFS2 Sub Total:</i>	\$462,289
			Total Contract Amount:	\$902,289

Subject: Student Assistance Program (SS-2019-BDAS-02-STUDE-09)

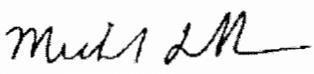
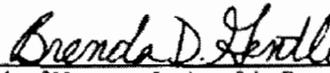
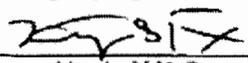
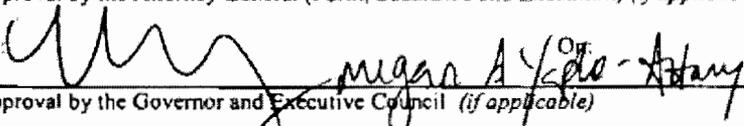
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 		1.12 Name and Title of Contractor Signatory Michael L. Hopkins Superintendent of Schools	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Strafford</u> On <u>July 30, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		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: <u>8/24/18</u>		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:  Or: <u>Megan A. Kelly - Attorney</u> <u>9/4/18</u>			
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

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 \$1,000,000 per 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.

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.



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.



Exhibit A

-
- 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.



Exhibit A

-
- 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.



Exhibit A

- 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.



Exhibit A

- 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.

**New Hampshire Department of Health and Human Services
Student Assistance Program**



Exhibit B

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, enrolment, 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.

New Hampshire Department of Health and Human Services
Exhibit C



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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

Contractor Name:

July 30, 2018
Date

Michael L. Hopkins
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-1.)
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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

Michael L. Hopkins
Name: Michael L. Hopkins
Title: Superintendent of Schools

Contractor Initials MJH
7/30/18
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.

Exhibit G

Contractor Initials MLH

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

July 30, 2018
Date

Michael L. Hopkins
Name: Michael L. Hopkins
Title: Superintendent of Schools

Exhibit G

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

Contractor Initials MLH

Date 7/30/18



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

MLH
Name: Michael L. Hawkins
Title: Superintendent of Schools



Exhibit I

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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

Katja S FOX
Name of Authorized Representative

Director
Title of Authorized Representative

8/24/18
Date

City of Rochester School Department
Name of the Contractor

[Signature]
Signature of Authorized Representative

Michael L. Hopkins
Name of Authorized Representative

Superintendent of Schools
Title of Authorized Representative

July 30, 2018
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, 2015
Date

Michael L. Hopkins
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?

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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and 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.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, 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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

- A. DHHS 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

DHHSPrivacyOfficer@dhhs.nh.gov



New Hampshire Department of Health and Human Services Student Assistance Program

State of New Hampshire Department of Health and Human Services Amendment #3

This 3rd Amendment to the Student Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and SAU #37 – Manchester School District, ("the Contractor"), a municipality with a place of business at 20 Hecker Street, Manchester, NH 03102.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 5, 2018 (Item #21), as amended on June 19, 2019, (Item #29A), as amended on July 15, 2020 (Item #13), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended 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, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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 1.4, Contractor Address, to read:
20 Hecker Street, Manchester, NH 03102
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2022
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$400,000
4. Modify 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 after June 30, 2022, and the Department shall not be liable for any payments for services provide after June 30, 2022, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2022-2023 biennium.
5. Modify Exhibit A, Scope of Services, Section 2, Scope of Work, Subsection 2.14., to read:
2.14. The Contractor shall administer the 2022 Youth Risk Behavior Survey with students in grades 9 through 12 in the spring of 2022.
6. Modify Exhibit A, Scope of Services, Section 6, Deliverables, Subsection 6.1., to read:
6.1. The Contractor shall administer the 2022 Youth Risk Behavior Survey with students in grades 9 through 12 in the spring of 2022.
7. Modify Exhibit B, Method and Conditions Precedent to Payment, by adding Section 12 as follows:
12. The Contractor shall submit one (1) budget for State Fiscal Year 2022, for approval in a form satisfactory to the Department, no later than 10 days from the Effective Date, which

shall be retained by the Department. The Contractor shall:

- 12.1. Ensure approval is received from the Department prior to submitting invoices for payment.
 - 12.2. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
8. Modify Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1. to read:
- 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, Exhibit B-2, Amendment #2, and the budget approved by the Department in accordance with Section 12 of this Exhibit B, hereinafter referred to as Exhibit B-3, Amendment #3.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. 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

DocuSigned by:

Katja Fox

ED9D05B04C63442...

Date

Name: Katja Fox

Title: Director

SAU #37 – Manchester School District

DocuSigned by:

John Goldhardt

590B2FCE4D78439...

Date

Name: John Goldhardt

Title: Superintendent

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

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:



D5CA9202E32C44E

Date

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

CERTIFICATE OF AUTHORITY

I, Mayor Joyce Craig, hereby certify that:
(Name of the Municipality Clerk/Municipality Official)

1. I am a duly elected Municipality Clerk/Municipality Official) of City of Manchester.
(Municipality Name)

2. I hereby certify that Dr. John Goldhardt (may list more than one
(Authorized Signatory)

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

Dated: 6/15/2021

DocuSigned by:
Joyce Craig
Signature of Municipality Clerk/Municipality Official
Name: Joyce Craig
Title: Mayor of Manchester

Kevin J. O'Neil
Risk Manager



CITY OF MANCHESTER

Office of Risk Management

CERTIFICATE OF COVERAGE

STATE OF NEW HAMPSHIRE

Department of Health and Human Services

129 Pleasant Street

Concord, NH 03301

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 Student Assistance Program with the State of New Hampshire Department of Health and Human Services.

Issued the 27th day of May, 2021.

Kevin J. O'Neil

Kevin J. O'Neil Risk Manager



13 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibiante
Commissioner

Katja S. Fox
Director

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

June 26, 2020

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

REQUESTED ACTION

#1 Authorize the Department of Health and Human Services, Division for Behavioral Health, to retroactively amend an existing **Sole Source** contract with the vendor listed below in bold for the continuation of the Student Assistance Program services at the middle and high school levels, by increasing the total price limitation by \$100,000 from \$4,117,928 to \$4,217,928 and by extending the completion date from June 30, 2020 to June 30, 2021 effective retroactive to June 30, 2020 upon Governor and Council approval. 100% Federal Funds. 0% General Funds.

The Governor and Council approved the original agreements and subsequent amendments as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Monadnock Family Services	177510	Keene	\$148,296	\$0	\$148,296	O: 09/13/17, (Item #16) A1: 6/19/19, (Item, #29A) A2: 6/24/20 (Item #31A)
North Country Education Services	154707	Gorham	\$300,000	\$0	\$300,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A) A2: 6/24/20 (Item #31A)
North Country Health Consortium	158557	Littleton	\$900,000	\$0	\$900,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A) A2: 6/24/20 (Item #31A)
SAU 06 Claremont School District	177374	Claremont	\$109,440	\$0	\$109,440	O: 12/05/18, (Item #21)

						A1: 8/28/19, (Item #13) A2: 6/24/20 (Item #31A)
SAU 18 Franklin School District	159863	Franklin	\$382,286	\$0	\$382,286	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A) A2: 6/24/20 (Item #31A)
SAU 30 Laconia School District	177240	Laconia	\$399,980	\$0	\$399,980	O: 9/13/17, (Item #16) A1: 6/19/19, (Item, #29A) A2: 6/24/20 (Item #31A)
SAU 33 Raymond School District	159945	Raymond	\$399,935	\$0	\$399,935	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A) A2: 6/24/20 (Item #31A)
SAU 37 Manchester School District	177323	Manchester	\$200,000	\$100,000	\$300,000	O: 12/5/18, (Item #29A) A1: 6/19/19, (Item #29A)
SAU 54 Rochester School District	177467	Rochester	\$300,000	\$0	\$300,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A) A2: 6/24/20 (Item #31A)
SAU 61 Farmington School District	160001	Farmington	\$400,000	\$0	\$400,000	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A) A2: 6/24/20 (Item #31A)
Second Start	177224	Concord	\$577,991	\$0	\$577,991	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A) A2: 6/24/20 (Item #31A)
		Total:	\$4,117,928	\$100,000	\$4,217,928	

#2 Authorize the Department of Health and Human Services, Division for Behavioral Health, to retroactively amend an existing **Sole Source** contract with the vendor listed below for the provision of drug and alcohol misuse prevention through the Student Assistance Program at the middle and high school levels, by increasing the total price limitation by \$120,000 from \$1,310,000 to \$1,430,000 and by extending the completion date from June 30, 2020 to June 30, 2022 effective retroactive to June 30, 2020 upon Governor and Council approval. 97% Federal Funds. 3% General Funds.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Seacoast Youth Services	203944	Seabrook	\$280,000	\$0	\$280,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15) A2: 6/24/20 (Item #31A)
SAU 17 Sanborn School District	154453	Kingston	\$150,000	\$0	\$150,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A) A2: 6/24/20 (Item #31A)
SAU 52 Portsmouth School District	177463	Portsmouth	\$280,000	\$0	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A) A2: 6/24/20 (Item #31A)
SAU 43 Newport School District	159924	Newport	\$120,000	\$120,000	\$240,000	O: 12/5/18, (Item #21) A1: 9/18/19, (Item #17)
SAU 64 Milton School District	156682	Milton	\$200,000	\$0	\$200,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15)
SAU 9 Conway School District	159846	North Conway	\$280,000	\$0	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A) A2: 6/24/20 (Item #31A)
		Total:	\$1,310,000	\$120,000	\$1,430,000	

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified. The Partnership for Success grant funding is anticipated to be available in State Fiscal Year 2021, effective October 1, 2020.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent the current contracts from expiring. This request includes 2 of the 17 agreements listed in the table above. The other fifteen contract amendments were approved by Governor and Council on June 24, 2020 Item # 31A. This request is **Sole Source** because the vendors have effectively operated the Student Assistance Program for three (3) 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.

As referenced in Exhibit C-1, Revisions to General Provisions of the original contracts, the parties have the option to extend the agreement for up to two (2) years, subject to 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 the second (2nd) year of the two (2) year renewal option.

The purpose of this request is to continue Student Assistance Programming using the evidenced based Project Success in twenty (20) high schools; twenty-three (23) middle schools; and one (1) community college. The Contractors will effectively serve up to 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 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 Contractors 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 Contractors 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 and to collect data for the purposes of 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 student's 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.

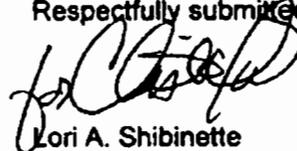
Should the Governor and Council not authorize this request, 23,333 students, statewide, may not receive the support and substance misuse prevention education needed during critical adolescent development years. Lack of these support services could result in: higher prevalence rates of underage drinking 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: Source of Funds: 98.93% Federal Funds from the Department of Health & Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, Substance Abuse Prevention and Treatment Block Grant (SAPT) CFDA #93.959 FAIN #TI010035 & TI083041 and DHHS, SAMHSA, Center for Substance Abuse Prevention, NH Partnership for Success Initiative (PFS2) CFDA #93.342 FAIN #SP020796 and 1.07% General Funds

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
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 and TI083041

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	70,000	-	70,000
2022	102/500731	Contracts for Program Services	92057502	70,000	-	70,000
Sub Total				231,049	-	231,049

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	15,035	-	15,035
2021	102/500731	Contracts for Program Services	92057502	50,000	-	50,000
2022	102/500731	Contracts for Program Services	92057502	50,000	-	50,000
Sub Total				165,035	-	165,035

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
2021	102/500731	Contracts for Program Services	92057502	-	60,000	60,000
2022	102/500731	Contracts for Program Services	92057502	-	60,000	60,000
Sub Total				120,000	120,000	240,000

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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				100,000	-	100,000

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District 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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	70,000	-	70,000
2022	102/500731	Contracts for Program Services	92057502	70,000	-	70,000
		Sub Total		231,049	-	231,049

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	11,276	-	11,276
2021	102/500731	Contracts for Program Services	92057502	37,500	-	37,500
2022	102/500731	Contracts for Program Services	92057502	37,500	-	37,500
		Sub Total		123,776	-	123,776

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	70,000	-	70,000
2022	102/500731	Contracts for Program Services	92057502	70,000	-	70,000
		Sub Total		231,049	-	231,049

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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	25,000	-	25,000
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		67,500	-	67,500

		SUB TOTAL PREVENTION		1,269,458	120,000	1,389,458
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU
OF DRUG & ALCOHOL SVCS, CLINICAL SVS**

66% Federal Funds 34% General Funds

CFDA #

93-959

FAIN

T1010035

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	34,965	-	34,965
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				34,965	-	34,965

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

Portsmouth School District 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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	26,224	-	26,224
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				26,224	-	26,224

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

SUB TOTAL PREVENTION				208,042	-	208,042
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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
2021	102/500731	Contracts for Program Services	92052407	46,500	-	46,500
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				109,440	-	109,440

Farmington School Dist SAU 61

VE #160001-B001

PO #1069091

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
2021	102/500731	Contracts for Program Services	92052407	100,000	-	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				400,000	-	400,000

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

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
2021	102/500731	Contracts for Program Services	92052407	91,143	-	91,143
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				382,286	-	382,286

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
2021	102/500731	Contracts for Program Services	92052407	99,995	-	99,995
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				399,980	-	399,980

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				200,000	100,000	300,000

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
2021	102/500731	Contracts for Program Services	92052407	47,178	-	47,178
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				148,296	-	148,296

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
2021	102/500731	Contracts for Program Services	92052407	100,000	-	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				300,000	-	300,000

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
2021	102/500731	Contracts for Program Services	92052407	300,000	-	300,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				800,000	-	800,000

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

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
2021	102/500731	Contracts for Program Services	92052407	99,990	-	99,990
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				399,935	-	399,935

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
2021	102/500731	Contracts for Program Services	92052407	100,000	-	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				300,000	-	300,000

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
2021	102/500731	Contracts for Program Services	92052407	249,101	-	249,101
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				510,491	-	510,491

SUB TOTAL PFS2				3,950,428	100,000	4,050,428
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TOTAL CONTRACT				5,427,928	220,000	5,647,928
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New Hampshire Department of Health and Human Services
Student Assistance Program



6. Add Exhibit B-2, Amendment #2, attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Student Assistance Program

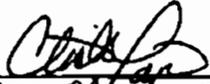


All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

6-24-2020
Date


Name: Christine Taggaro
Title: Associate Commissioner

SAU #37 Manchester School District

6-23-20
Date


Name: John Boldhard
Title: Superintendent

New Hampshire Department of Health and Human Services
Student Assistance Program



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

OFFICE OF THE ATTORNEY GENERAL

06/25/20
Date

Catherine Pinos
Name: Catherine Pinos, Attorney
Title:

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:

Statewide Program

Statewide Assessment 20

New Hampshire Department of Health and Human Services

Candidate Name: MAU 027 - Municipal Solid Waste
 Budget Request for: Municipal Solid Waste Program
 Budget Period: July 1, 2008 - June 30, 2009

Line Item	2008 Program Cost		2009 Program Cost		2008 Total		2009 Total		Total
	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	
1. Personnel	1,200,000	1,200,000	1,200,000	1,200,000	2,400,000	2,400,000	2,400,000	2,400,000	4,800,000
2. Materials	500,000	500,000	500,000	500,000	1,000,000	1,000,000	1,000,000	1,000,000	2,000,000
3. Travel	100,000	100,000	100,000	100,000	200,000	200,000	200,000	200,000	400,000
4. Contractual	200,000	200,000	200,000	200,000	400,000	400,000	400,000	400,000	800,000
5. Other	100,000	100,000	100,000	100,000	200,000	200,000	200,000	200,000	400,000
TOTAL	2,100,000	2,100,000	2,100,000	2,100,000	4,200,000	4,200,000	4,200,000	4,200,000	8,400,000

MAU 027 - Municipal Solid Waste
Budget Request for: Municipal Solid Waste Program
Budget Period: July 1, 2008 - June 30, 2009

MAU 027 - Municipal Solid Waste
Budget Request for: Municipal Solid Waste Program
Budget Period: July 1, 2008 - June 30, 2009



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

29A mac

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.

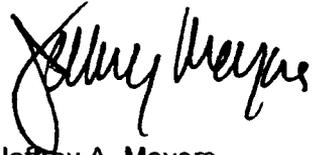
Area served: Statewide.

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.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

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,

A handwritten signature in black ink, appearing to read "Jeffrey Meyers". The signature is written in a cursive, flowing style.

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 #
FAIN**

**93-959
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 District 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
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**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

New Hampshire Department of Health and Human Services
Student Assistance Program



State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Student Assistance Program

This 2nd Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #2") 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 #37 - Manchester School District, (hereinafter referred to as "the Contractor"), a municipality with a place of business at 195 McGregor St., 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) as amended on June 19, 2019, (Item #28A); 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended and extended 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, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$300,000.
3. Exhibit A, Scope of Services, Section 2., Subsection 2.14., to read:
2.14. The Contractor shall administer the 2021 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2021.
4. Exhibit A, Scope of Services, Section 2., Subsection 2.15., to read:
2.15. Reserved
5. Exhibit A, Scope of Services, Section 6., Deliverables, Subsection 6.1., to read:
6.1 The Contractor shall administer the 2021 Youth Risk Behavior Survey with students in grades 9 through 12 in the Spring of 2021.
6. Exhibit A, Scope of Services, Section 6., Deliverables, Subsection 6.2., to read:
6.2 Reserved
7. Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:
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 and Exhibit B-2, Amendment #2.

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

New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-03)



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

[Signature]
Name: Katja Fox
Title: Director

SAU #37 Manchester School District

5/29/19
Date

[Signature]
Name: Jennifer Giles
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

**New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-03)**



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:



New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-03)
Exhibit B, Amendment #1

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.



**New Hampshire Department of Health and Human Services
Student Assistance Program (SS-2019-BDAS-02-STUDE-03)
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	\$ 43,440.00	\$ -	\$ 43,440.00	\$ 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
*1 Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12 Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13 Other (specify details in commentary)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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TOTAL	\$ 152,373.00	\$ -	\$ 152,373.00	\$ 92,373.00	\$ -	\$ 92,373.00	\$ 100,000.00	\$ -	\$ 100,000.00

Indirect As A Percent of Direct

0%

Contractor Initials **AA**
 Date **5/29/19**

21 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

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	177374-8005	Steven's High School and Claremont Middle School	\$31,470
Newport School District – SAU #43	159924-8001	Newport Middle and High School	\$60,000
Manchester School District – SAU #37	177323-8003	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
			<i>Subtotal:</i>	\$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.

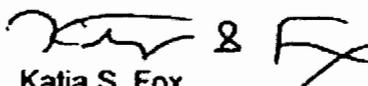
Area served: Statewide.

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.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4

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)

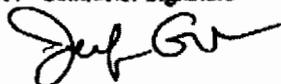
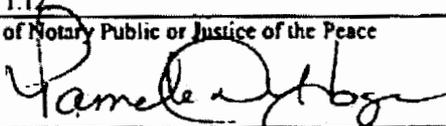
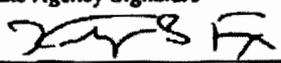
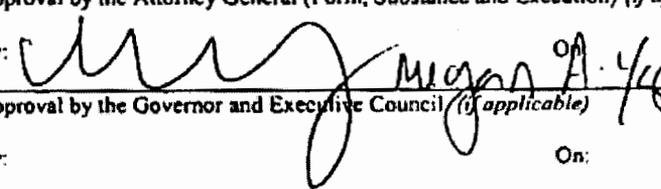
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Gillis - Asst Supt Manchester School District	
1.13 Acknowledgement: State of New Hampshire ^{Shire} County of Hillsborough On <u>21st of September 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved 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 Pamela D. Hogan, Notary Public PAMELA D. HOGAN, Notary Public My Commission Expires June 7, 2022			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kati S Fox, Director Date: 10/2/18	
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:  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

[Signature]
9/2/18

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, formulas, 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 \$1,000,000 per 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.

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


9/21/15



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.

[Handwritten Signature]
Date *9/21/18*



- 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:

[Handwritten Signature]
[Handwritten Date]



Exhibit A

- 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.

[Handwritten Signature]
Date *11/21/18*



- 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.


Date 9/21/18



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.

AB
Date 9/21/18



Exhibit B

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.

JB
9/2/18

**New Hampshire Department of Health and Human Services
Student Assistance Program**



Exhibit B

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.

[Handwritten Signature]
9/21/18



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 the Department's policies and procedures.

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

	2018	2019	2020	Total Revised Modified Budget
	Current Price Limitation	Current Price Limitation	Current Modified Budget Increase/Decrease	
Conway (Kennett) School District SAU #9	\$0	\$70,000	\$70,000	\$140,000
Milton School District SAU #64	\$0	\$50,000	\$50,000	\$100,000
Newport School District SAU #43	\$0	\$60,000	\$60,000	\$120,000
Portsmouth School District SAU #52	\$0	\$70,000	\$70,000	\$140,000
Sanborn Regional School District SAU #17	\$0	\$37,500	\$37,500	\$75,000
Seacoast Youth Services	\$0	\$70,000	\$70,000	\$140,000
Claremont School District SAU #6	\$0	\$31,470	\$31,470	\$62,940
Farmington School Dist SAU 61	\$100,000	\$100,000	\$200,000	\$300,000
Franklin School District	\$100,000	\$100,000	\$200,000	\$291,143
Laconia School Dist	\$99,995	\$99,995	\$199,990	\$299,985
Manchester School District SAU #37	\$0	\$100,000	\$100,000	\$200,000
Monadnock Family Services	\$36,762	\$32,178	\$68,940	\$101,118



- 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.

JS
Date 8/27/14

New Hampshire Department of Health and Human Services
Exhibit C



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

Exhibit C - Special Provisions

Contractor Initials

Date

JR
9/21/15



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

AG
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.

[Handwritten Signature]
Date 09/24/18



Exhibit C-1

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.

[Handwritten Signature]
Date: 10/24/18



Exhibit C-1

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.

JR
Date 10/24/18



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

[Handwritten Signature]
9/21/18

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

Contractor Name:

9/21/18
Date

Name:
Title:

Jeff Gil - Manchester School District
Assistant Superintendent

Contractor Initials

Date

JG
9/21/18



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-1.)
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:

9/21/11
Date

Name: Jeff Olson - Manchester School District
Title: Assistant Superintendent

Exhibit E - Certification Regarding Lobbying

Contractor Initials: JO
Date: 9/21/11



**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

[Handwritten Signature]
Date *9/21/11*



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

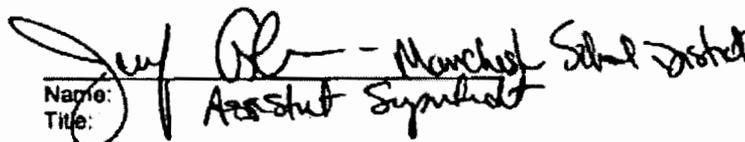
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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 criminality or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 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:

9/21/11
Date


Name: Jeff R. - Manchester School District
Title: Assistant Superintendent

Contractor Initials

Date


9/21/11



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

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

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

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

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

Exhibit G

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

Contractor Initials


Date 9/21/11

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

9/21/18
Date

Name: Jeff Bl
Title: Assistant Superintendent

Exhibit G

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

Contractor Initials

JB
Date 9/21/18



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: Jeff Gelli
Title: Assistant System

Contractor Initials JG
Date 9/21/18



Exhibit I

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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- ii. "**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.


Date 9/21/18



Exhibit I

- l. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

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

[Handwritten Signature]
9/21/18



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). 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

[Handwritten Signature]
12/1/18



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

JF
9/24/18



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

10/2/18
Date

Manohar Shree Doshi
Name of the Contractor

Jennifer Gillus
Signature of Authorized Representative

Jennifer Gillus
Name of Authorized Representative

Assistant Superintendent
Title of Authorized Representative

9/24/18
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

Jeff Gorb - Manchester School District
Name: Jeff Gorb
Title: Assistant Superintendent

Contractor Initials

Date

JG
Date 9/21/18



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: 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: _____

[Handwritten Signature]
Date 9/21/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

JR
Date 9/2/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

[Handwritten Signature]
9/21/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

[Handwritten Signature]
Date *9/21/18*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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


Date 9/21/16

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, 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

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9/21/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS 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

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9/21/18



**New Hampshire Department of Health and Human Services
Student Assistance Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #3**

This 3rd Amendment to the Student Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and School Administrative Unit #61 Farmington School District, ("the Contractor"), a municipality with a place of business at 35 School Street, Farmington, NH 03835.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 13, 2017, (Item #16), as amended on June 19, 2019, (Item #29A), as amended on June 24, 2020, (Item #31A), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended 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, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$440,000
3. Modify 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, 2022, and the Department shall not be liable for any payment for services provide after June 30, 2022, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2022-2023 biennium.
4. Modify Exhibit B, Method and Conditions Precedent to Payment, by adding Section 9 as follows:
 9. The Contractor shall submit one (1) budget for State Fiscal Year 2022, for approval in a form satisfactory to the Department, no later than 10 days from the Effective Date, which shall be retained by the Department. The Contractor shall:
 - 9.1. Ensure approval is received from the Department prior to submitting invoices for payment.
 - 9.2. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
5. Modify Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1., to read:
 - 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, Exhibit B-2, Amendment #2, and the budget approved by the Department in accordance with Section 9 of this Exhibit B, hereinafter referred to as Exhibit B-3, Amendment #3.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. 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

6/15/2021
Date

DocuSigned by:
Katja Fox
ED0D06804C63442

Name: Katja Fox
Title: Director

SAU #61 Farmington School District

6/15/2021
Date

DocuSigned by:
Ruth Ellen Vaughn
BE515ED048444FE

Name: Ruth Ellen Vaughn
Title: Superintendent

CERTIFICATE OF AUTHORITY

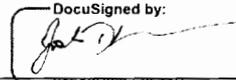
I, Joshua Whitehouse, hereby certify that:
(Name of the Municipality Clerk/Municipality Official)

1. I am a duly elected Municipality Clerk/Municipality Official) of The Farmington School Board (NH SAU#61).
(Municipality Name)

2. I hereby certify that Ruth Ellen Vaughn or Brian Cisneros (may list more than one
(Authorized Signatory)
person) is authorized on behalf of this municipality 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. I hereby certify that this authority has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment/agreement to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the municipality. To the extent that there are any limits on the authority of any listed individual to bind the municipality in contracts or other agreements with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 6/15/2021

DocuSigned by:


31f180935f25440
Signature of Municipality Clerk/Municipality Official
Name: Joshua whitehouse
Title: vice chair, Farmington School Board



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.

<i>Participating Member:</i>		<i>Member Number:</i>		<i>Company Affording Coverage:</i>	
Farmington School District 35 School St. Farmington, NH 03835				NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
	General Liability (Occurrence Form)	7/1/2020	7/1/2021	Each Occurrence	\$ 5,000,000
	Professional Liability (describe)	7/1/2021	7/1/2022	General Aggregate	\$ 5,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	Automobile Liability	7/1/2020	7/1/2021	Combined Single Limit (Each Accident)	\$5,000,000
	Deductible Comp and Coll: \$1,000	7/1/2021	7/1/2022	Aggregate	\$5,000,000
	<input type="checkbox"/> Any auto				
X	Workers' Compensation & Employers' Liability	7/1/2020	7/1/2021	X Statutory	
		7/1/2021	7/1/2022	Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	
X	Property (Special Risk includes Fire and Theft)	7/1/2020	7/1/2021	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
		7/1/2021	7/1/2022		
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
			Date: 6/14/2021 mpurcell@nhprimex.org
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



31A *max*

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

Lori A. Shilbette
 Commissioner

Katja S. Fox
 Director

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

June 10, 2020

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

REQUESTED ACTION

#1 Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing contracts, some of which are not **Sole Source** as indicated in italics, with the vendors listed below in bold for the continuation of Student assistance Program services at the middle and high school levels, by increasing the total price limitation by \$1,258,907 from \$2,859,021 to \$4,117,928 and by extending the completion dates from June 30, 2020 to June 30, 2021. 100% Federal Funds. 0% General Funds.

The Governor and Council approved the original agreements and subsequent amendments as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Monadnock Family Services	177510	Keene	\$101,118	\$47,178	\$148,296	O: 09/13/17, (Item #16) A1: 6/19/19, (Item, #29A)
North Country Education Services	154707	Gorham	\$200,000	\$100,000	\$300,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
North Country Health Consortium	158557	Littleton	\$600,000	\$300,000	\$900,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 06 Claremont School District	177374	Claremont	\$62,940	\$46,500	\$109,440	O: 12/05/18, (Item #21) A1: 8/28/19, (Item #13)

SAU 18 Franklin School District	159863	Franklin	\$291,143	\$91,143	\$382,286	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
SAU 30 Laconia School District	177240	Laconia	\$299,985	\$99,995	\$399,980	O: 9/13/17, (Item #16) A1: 6/19/19, (Item, #29A)
SAU 33 Raymond School District	159945	Raymond	\$299,945	\$99,990	\$399,935	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
SAU 37 Manchester School District	177323	Manchester	\$200,000	\$0	\$200,000	O: 12/5/18, (Item #29A) A1: 6/19/19, (Item #29A)
SAU 54 Rochester School District	177467	Rochester	\$200,000	\$100,000	\$300,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 61 Farmington School District	160001	Farmington	\$300,000	\$100,000	\$400,000	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
Second Start	177224	Concord	\$303,890	\$274,101	\$577,991	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
		Total:	\$2,859,021	\$1,258,907	\$4,117,928	

#2 Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing Sole Source contracts 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, by increasing the total price limitation by \$595,000 from \$715,000 to \$1,310,000 and by extending the completion dates from June 30, 2020 to June 30, 2022. 97% Federal Funds. 3% General Funds.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Seacoast Youth Services	203944	Seabrook	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15)

SAU 17 Sanborn School District	154453	Kingston	\$75,000	\$75,000	\$150,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 52 Portsmouth School District	177463	Portsmouth	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 43 Newport School District	159924	Newport	\$120,000	\$0	\$120,000	O: 12/5/18, (Item #21) A1: 9/18/19, (Item #17)
SAU 64 Milton School District	156682	Milton	\$100,000	\$100,000	\$200,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15)
SAU 9 Conway School District	159846	North Conway	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
		Total:	\$715,000	\$595,000	\$1,310,000	

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified. The Partnership for Success grant funding is anticipated to be available in State Fiscal Year 2021, effective October 1, 2020.

See attached fiscal details.

EXPLANATION

This request includes contracts that are Sole Source because vendors have effectively operated the Student Assistance Program for three (3) 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 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 the second (2nd) year of the two (2) year renewal option.

The purpose of this request is to continue Student Assistance Programming using the evidenced based Project Success in twenty (20) high schools; twenty-three (23) middle schools; and one (1) community college. The Contractors will effectively serve up to 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 drug use.

This request includes 15 of 17 agreements listed in the table above. The Department anticipates the remaining 2 agreements will be presented at the July 8, 2020 Governor and Executive Council meeting.

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 Contractors 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 Contractors 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 and to collect data for the purposes of 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 student's 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.

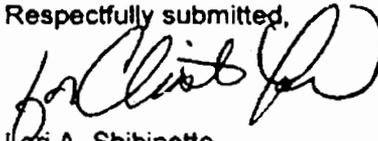
Should the Governor and Council not authorize this request, 23,333 students, statewide, may not receive the support and substance misuse prevention education needed during critical adolescent development years. Lack of these support services could result in: higher prevalence rates of underage drinking 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: Source of Funds: 98.93% Federal Funds from the Department of Health & Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, Substance Abuse Prevention and Treatment Block Grant (SAPT) CFDA #93.959 FAIN #TI010035 & TI083041 and DHHS, SAMHSA, Center for Substance Abuse Prevention, NH Partnership for Success Initiative (PFS2) CFDA #93.342 FAIN #SP020796 and 1.07% General Funds

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
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 #

93-859

FAIN

TI010035 and TI083041

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
Sub Total				91,049	140,000	231,049

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	15,035	-	15,035
2021	102/500731	Contracts for Program Services	92057502	-	50,000	50,000
2022	102/500731	Contracts for Program Services	92057502	-	50,000	50,000
Sub Total				65,035	100,000	165,035

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
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				120,000	-	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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				100,000	-	100,000

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District 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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
		Sub Total		91,049	140,000	231,049

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	11,276	-	11,276
2021	102/500731	Contracts for Program Services	92057502	-	37,500	37,500
2022	102/500731	Contracts for Program Services	92057502	-	37,500	37,500
		Sub Total		48,776	75,000	123,776

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
		Sub Total		91,049	140,000	231,049

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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	25,000	25,000
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		42,500	25,000	67,500

		SUB TOTAL PREVENTION		649,458	620,000	1,269,458
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU
OF DRUG & ALCOHOL SVCS, CLINICAL SVS
66% Federal Funds 34% General Funds**

CFDA # 93-959
FAIN T1010035

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	34,965	-	34,965
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				34,965	-	34,965

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District 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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	26,224	-	26,224
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				26,224	-	26,224

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

SUB TOTAL PREVENTION				208,042	-	208,042
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

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
2021	102/500731	Contracts for Program Services	92052407	-	46,500	46,500
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				62,940	46,500	109,440

Farmington School Dist SAU 61

VE #160001-B001

PO #1069091

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				300,000	100,000	400,000

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
2021	102/500731	Contracts for Program Services	92052407	-	91,143	91,143
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				291,143	91,143	382,286

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
2021	102/500731	Contracts for Program Services	92052407	-	99,995	99,995
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				299,985	99,995	399,980

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
2021	102/500731	Contracts for Program Services	92052407	-	-	-
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				200,000	-	200,000

Monadnock Family Services

VE #177510-B001

PO #1058318

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

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
2021	102/500731	Contracts for Program Services	92052407	-	47,178	47,178
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				101,118	47,178	148,296

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				200,000	100,000	300,000

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
2021	102/500731	Contracts for Program Services	92052407	-	300,000	300,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				500,000	300,000	800,000

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
2021	102/500731	Contracts for Program Services	92052407	-	99,990	99,990
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				299,945	99,990	399,935

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				200,000	100,000	300,000

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
2021	102/500731	Contracts for Program Services	92052407	-	249,101	249,101
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				261,390	249,101	510,491

SUB TOTAL PFS2				2,716,521	1,233,907	3,950,428
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NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL

		TOTAL CONTRACT	3,574,021	1,853,907	5,427,928
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**New Hampshire Department of Health and Human Services
Student Assistance Program**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Student Assistance Program**

This 2nd Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and 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), as amended on June 19, 2019, (Item #29A) 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended and extended 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, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$400,000.
3. Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:
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 and Exhibit B-2, Amendment #2.
4. Add Exhibit B-2, Amendment #2, attached hereto and incorporated by reference herein.

**New Hampshire Department of Health and Human Services
Student Assistance Program**



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. 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

6/4/2020
Date

Ann Landry
Name: Ann Landry
Title: Assoc. Comm.

School Administrative Unit #61 Farmington School District

5/26/2020
Date

Robert Vaughn
Name: Robert Vaughn
Title: Superintendent

**New Hampshire Department of Health and Human Services
Student Assistance Program**



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

OFFICE OF THE ATTORNEY GENERAL

June 10, 2020
Date

J Christopher Marshall
Name:
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:



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

29A mac

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.

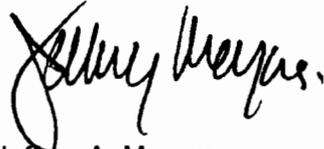
Area served: Statewide.

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.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

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,

A handwritten signature in black ink, appearing to read "Jeffrey Meyers". The signature is written in a cursive style with a large, stylized initial "J".

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 #
FAIN**

**93-959
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 District 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
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**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	Total Revised Modified Budget
	Current Price Limitation	Current Price Limitation	Current Modified Budget	Increase/Decrease	
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 District 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 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.



New Hampshire Department of Health and Human Services
Student Assistance Program (RFA-2018-BDAS-02-STUDE-01)

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

[Signature]
Name: Katja Fox
Title: Director

SAU #61 Farmington School District

5/14/19
Date

[Signature]
Name: Diana DeWitt
Title: Director of Student Services

Acknowledgement of Contractor's signature:

State of NH, County of Stafford 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]
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

New Hampshire Department of Health and Human Services
Student Assistance Program (RFA-2018-BDAS-02-STUDE-01)



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:



New Hampshire Department of Health and Human Services
Student Assistance Program (RFA-2018-BDAS-02-STUDE-01)
Exhibit B, Amendment #1

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.



**New Hampshire Department of Health and Human Services
Student Assistance Program (RFA-2018-BDAS-02-STUDE-01)
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 #41 Farmington School District

Budget Request for Student Assistance Program (RF A 2018-BDAS-STUDE-01)

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

Line Item	Total Program Cost		Contractor Share / Month		Funds by 2018 Contract Shows		Total
	Direct	Indirect	Direct	Indirect	Direct	Indirect	
1. Total Salary/Wages	\$ 46,365.31	\$ -	\$ 6,388.43	\$ -	\$ 39,976.88	\$ -	\$ 39,976.88
2. Employee Benefits	\$ 15,574.22	\$ -	\$ -	\$ -	\$ 15,574.22	\$ -	\$ 15,574.22
3. Consultants	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Degradation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 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
7. Occupancy	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00
8. Current Expenses	\$ 6,250.00	\$ -	\$ 5,805.30	\$ -	\$ 490.00	\$ -	\$ 490.00
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
10. Marketing/Communications	\$ 2,300.00	\$ -	\$ 1,100.00	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
11. Staff Education and Training	\$ 33,568.90	\$ -	\$ -	\$ -	\$ 33,568.90	\$ -	\$ 33,568.90
12. Subcontract Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specify Below)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 126,038.43	\$ -	\$ 26,038.43	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00

Indirect As A Percent of Direct 0.0%

Contractor Initials: *[Signature]*
Date: *[Signature]*

New Hampshire Department of Health and Human Services

Contractor name SAU #61 Farmington School District

Budget Request for: Student Assistance Program (RFA-2016-BDAS-STUDE-01)

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DSHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 46,365.31	\$ -	\$ 46,365.31	\$ 6,368.43	\$ -	\$ 6,368.43	\$ 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 (Specify below if 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%

DD
 5/14/19



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/

16 mac

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' 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

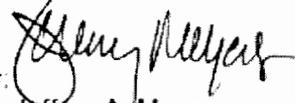
Source of Funds: 100% Federal Funds from Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, CFDA #93.243 FAIN #SP020796

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



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

Student Assistance Program

RFA-2018-BDAS-02-STUDE

RFA Name

RFA Number

Reviewer Names

	Bidder Name
1	Conway SD SAU#9
2	Dover SD SAU#11
3	Farmington SD SAU#61
4	Franklin SD SAU#18
5	Groveton HS SAU#58
6	Kearsarge Regional SD SAU#65
7	Laconia SD SAU#30
8	Manchester SD SAU#37
9	Monadnock Family Services, Keene SD
10	North Country Health Cnstr, Berlin MS, Haverhill CMS
11	Pelham SD
12	Pinkerton Academy
13	Portsmouth SD
14	Ramond SD SAU#33
15	Second Start, Concord HS
16	White Mountains Regional SD SAU#35
17	White Mountains SD SAU#35
18	Winnisquam Regional SD SAU#59

Pass/Fail	Maximum Points	Actual Points
	150	106
	150	123
	150	128
	150	128
	150	110
	150	127
	150	135
	150	103
	150	139
	150	117
	150	87
	150	100
	150	103
	150	128
	150	135
	150	113
	150	99
	150	115

Reviewer Names
1 Paul Kieman
2 Ann Crawford
3 Jill Burke
4
5
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Subject: Student Assistance Program (RFA-2018-BDAS-02-STUDE-01)

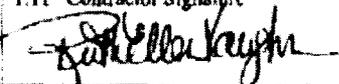
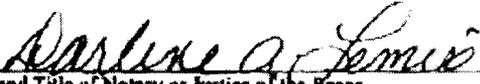
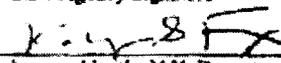
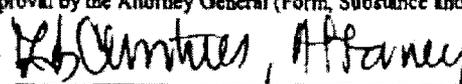
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

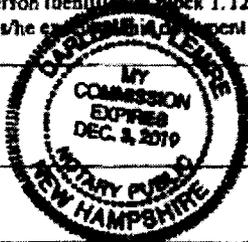
AGREEMENT

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 3395 05-95-49-491510-2407-102-500731	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 		1.12 Name and Title of Contractor Signatory Ruth Ellen Vaughn, Superintendent	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Sherburne</u> On <u>8/1/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed the contract 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 Darlene A. Lemire, Notary Public			
1.14 State Agency Signature  Date <u>8/3/17</u>		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: <u>7/2/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



Subject: Student Assistance Program (RFA-2018-BDAS-02-STUDE-01)

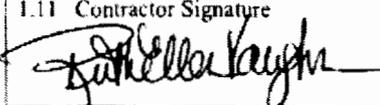
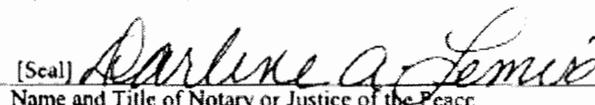
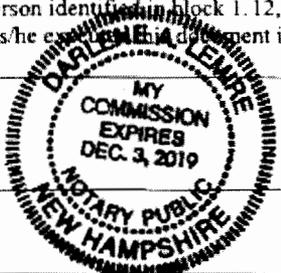
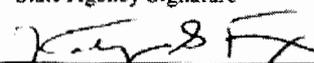
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AGREEMENT

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

GENERAL PROVISIONS

I. 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 05-95-49-491510-2407-102-500731	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 		1.12 Name and Title of Contractor Signatory Ruth Ellen Vaughn, Superintendent SAU61	
1.13 Acknowledgement: State of <u>NH</u> County of <u>STAFFORD</u> On <u>8/1/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed the 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 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katya 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: <u>R. B. Clements, Attorney</u> On: <u>7/28/17</u>			
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

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 \$1,000,000 per 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.

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.



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.



Exhibit A

- 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



Exhibit A

- 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.



Exhibit A

- 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.



Exhibit A

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.

Contractor Initials *REV*
Date *8/1/17*



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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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.

[Handwritten Signature]
Date 8/1/17



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

**New Hampshire Department of Health and Human Services
Student Assistance Program (SAP)**



Exhibit C-1

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.**

Exhibit C-1 – Revisions to General Provisions

Contractor Initials

REV

RFA-2018-BDAS-02-STUDE

Page 2 of 2

Date

8/1/17



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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name:

8/1/17
Date

Ruth Ellen Vaughn
Name: Ruth Ellen Vaughn
Title: Superintendent SAU 61

REV
8/1/17



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-1.)
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 SAH 61

Exhibit E - Certification Regarding Lobbying

Contractor Initials RE
Date 8/1/17



**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

[Handwritten Signature]

[Handwritten Date]



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:

8/1/17
Date

Ruth Ellen Vaughn
Name: Ruth Ellen Vaughn
Title: Superintendent SAKU 61

Contractor Initials

RE
Date 8/1/17



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

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

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

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

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

Exhibit G

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

Contractor Initials

[Handwritten Signature]
Date 8/1/17

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

8/17/17
Date

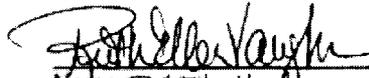

Name: Ruth Ellen Vaughn
Title: Superintendent SAU 61

Exhibit G

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

Contractor Initials 



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

Ruth Ellen Vaughn
Name: Ruth Ellen Vaughn
Title: Superintendent SAU 61

Contractor Initials *REV*
Date 8/1/17



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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

[Handwritten Signature]
Date *8/1/17*



Exhibit I

- I. **"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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (1). 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

[Handwritten Signature]
Date *8/1/12*



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

[Handwritten Signature]
[Handwritten Date: 8/1/17]



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials


Date 8/1/17



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services
The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

8/3/17
Date

SAU 61
Name of the Contractor

Ruth Ellen Vaughn
Signature of Authorized Representative

Ruth Ellen Vaughn
Name of Authorized Representative

Superintendent
Title of Authorized Representative

August 1, 2017
Date

Contractor Initials REV

Date 8/1/17



**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:

8/11/17
Date

Ruth E. Vaughan
Name: Ruth E. Vaughan
Title: Superintendent - SHU 61

REH
Date 8/11/17



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: 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: _____

RCV
8/1/17



New Hampshire Department of Health and Human Services Student Assistance Program

State of New Hampshire Department of Health and Human Services Amendment #3

This 3rd Amendment to the Student Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and School Administrative Unit #18 Franklin School District, ("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), as amended on June 19, 2019, (Item #29A), as amended on June 24, 2020, (Item #31A), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended 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, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$457,953
3. Modify 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, 2022, and the Department shall not be liable for any payment for services provide after June 30, 2022, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2022-2023 biennium.
4. Modify Exhibit B, Method and Conditions Precedent to Payment, by adding Section 9, as follows:
9. The Contractor shall submit one (1) budget for State Fiscal Year 2022, for approval in a form satisfactory to the Department, no later than 10 days from the Effective Date, which shall be retained by the Department. The Contractor shall:
 - 9.1. Ensure approval is received from the Department prior to submitting invoices for payment.
 - 9.2. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
5. Modify Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1. to read:
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, Exhibit B-2, Amendment #2, and the budget approved by the Department in accordance with Section 9 of this Exhibit B, hereinafter referred to as Exhibit B-3, Amendment #3.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. 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

6/11/2021

Date

DocuSigned by:
Katja Fox
E90D06D04C63442

Name: Katja Fox
Title: Director

SAU #18 Franklin School District

6/11/2021

Date

DocuSigned by:
Jefferson C Braman
374391DE145041C

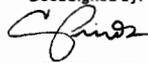
Name: Jefferson C Braman
Title: Business Administrator

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

OFFICE OF THE ATTORNEY GENERAL

6/11/2021

Date

DocuSigned by:


Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit B-3 Budget #3

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Franklin School District

Budget Request for: Student Assistance Program

Budget Period: SFY 2022

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	\$ 61,904.00		\$ 61,904.00	\$ 11,904.00	\$ -	\$ 11,904.00	\$ 50,000.00	\$ 1,500.00	\$ 51,500.00
2. Employee Benefits	\$ 28,998.80		\$ 28,998.80	\$ 5,578.80	\$ -	\$ 5,578.80	\$ 23,420.00	\$ 702.60	\$ 24,122.60
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):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stipend/Meeting expenses									
Cultural/Linguistic Support									
TOTAL	\$ 90,902.80	\$ -	\$ 90,902.80	\$ 17,482.80	\$ -	\$ 17,482.80	\$ 73,420.00	\$ 2,202.60	\$ 75,622.60

Indirect As A Percent of Direct

0.0%

CERTIFICATE OF AUTHORITY

I, Timothy Dow, hereby certify that:
(Name of the Municipality Clerk/Municipality Official)

1. I am a duly elected Municipality Clerk/Municipality Official) of the Franklin School Board
(Municipality Name)

2. I hereby certify that the Superintendent of Schools – Daniel LeGallo and Business Administrator – Jefferson Braman
(Authorized Signatory)

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

Dated: 5-26-21



Signature of Municipality Clerk/Municipality Official
Name: Timothy Dow
Title: Franklin School Board Chair



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: Franklin School District SAU #18 119 Central Street Franklin, NH 03235	Member Number: 716	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ 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:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2021	7/1/2022	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2021	7/1/2022	Combined Single Limit (Each Accident)	\$5,000,000
				Aggregate	\$5,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	
<input checked="" type="checkbox"/>	Property (Special Risk includes Fire and Theft)	7/1/2021	7/1/2022	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
			By: <i>Mary Beth Purcell</i>
			Date: 5/27/2021 mpurcell@nhprimex.org
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



31A mac

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

Lori A. Shibiante
Commissioner

Katja S. Fox
Director

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

June 10, 2020

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

REQUESTED ACTION

#1 Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing contracts, some of which are not **Sole Source** as indicated in italics, with the vendors listed below in bold for the continuation of Student assistance Program services at the middle and high school levels, by increasing the total price limitation by \$1,258,907 from \$2,859,021 to \$4,117,928 and by extending the completion dates from June 30, 2020 to June 30, 2021. 100% Federal Funds. 0% General Funds.

The Governor and Council approved the original agreements and subsequent amendments as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Monadnock Family Services	177510	<i>Keene</i>	\$101,118	\$47,178	\$148,296	O: 09/13/17, (Item #16) A1: 6/19/19, (Item, #29A)
North Country Education Services	154707	<i>Gorham</i>	\$200,000	\$100,000	\$300,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
North Country Health Consortium	158557	<i>Littleton</i>	\$600,000	\$300,000	\$900,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 06 Claremont School District	177374	<i>Claremont</i>	\$62,840	\$46,500	\$109,440	O: 12/05/18, (Item #21) A1: 8/28/19, (Item #13)

SAU 18 Franklin School District	159863	Franklin	\$291,143	\$91,143	\$382,286	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
SAU 30 Laconia School District	177240	Laconia	\$299,985	\$99,995	\$399,980	O: 9/13/17, (Item #16) A1: 6/19/19, (Item, #29A)
SAU 33 Raymond School District	159945	Raymond	\$299,945	\$99,990	\$399,935	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
SAU 37 Manchester School District	177323	Manchester	\$200,000	\$0	\$200,000	O: 12/5/18, (Item #29A) A1: 6/19/19, (Item #29A)
SAU 54 Rochester School District	177467	Rochester	\$200,000	\$100,000	\$300,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 61 Farmington School District	160001	Farmington	\$300,000	\$100,000	\$400,000	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
Second Start	177224	Concord	\$303,890	\$274,101	\$577,991	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
		Total:	\$2,859,021	\$1,258,907	\$4,117,928	

#2 Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing Sole Source contracts 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, by increasing the total price limitation by \$595,000 from \$715,000 to \$1,310,000 and by extending the completion dates from June 30, 2020 to June 30, 2022. 97% Federal Funds. 3% General Funds.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Seacoast Youth Services	203944	Seabrook	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15)

SAU 17 Sanborn School District	154453	Kingston	\$75,000	\$75,000	\$150,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 52 Portsmouth School District	177463	Portsmouth	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 43 Newport, School District	159924	Newport	\$120,000	\$0	\$120,000	O: 12/5/18, (Item #21) A1: 9/18/19, (Item #17)
SAU 64 Milton School District	156682	Milton	\$100,000	\$100,000	\$200,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15)
SAU 9 Conway School District	159846	North Conway	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
		Total:	\$715,000	\$595,000	\$1,310,000	

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified. The Partnership for Success grant funding is anticipated to be available in State Fiscal Year 2021, effective October 1, 2020.

See attached fiscal details.

EXPLANATION

This request includes contracts that are **Sole Source** because vendors have effectively operated the Student Assistance Program for three (3) 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 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 the second (2nd) year of the two (2) year renewal option.

The purpose of this request is to continue Student Assistance Programming using the evidenced based Project Success in twenty (20) high schools; twenty-three (23) middle schools; and one (1) community college. The Contractors will effectively serve up to 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 drug use.

This request includes 15 of 17 agreements listed in the table above. The Department anticipates the remaining 2 agreements will be presented at the July 8, 2020 Governor and Executive Council meeting.

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 Contractors 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 Contractors 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 and to collect data for the purposes of 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 student's 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.

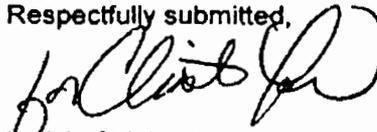
Should the Governor and Council not authorize this request, 23,333 students, statewide, may not receive the support and substance misuse prevention education needed during critical adolescent development years. Lack of these support services could result in: higher prevalence rates of underage drinking 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: Source of Funds: 98.93% Federal Funds from the Department of Health & Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, Substance Abuse Prevention and Treatment Block Grant (SAPT) CFDA #93.959 FAIN #TI010035 & TI083041 and DHHS, SAMHSA, Center for Substance Abuse Prevention, NH Partnership for Success Initiative (PFS2) CFDA #93.342 FAIN #SP020796 and 1.07% General Funds

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

Respectfully submitted,



Lori A. Shabinette
Commissioner

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
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 #
FAIN

93-959
TI010035 and TI083041

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
Sub Total				91,049	140,000	231,049

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	15,035	-	15,035
2021	102/500731	Contracts for Program Services	92057502	-	50,000	50,000
2022	102/500731	Contracts for Program Services	92057502	-	50,000	50,000
Sub Total				65,035	100,000	165,035

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
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				120,000	-	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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				100,000	-	100,000

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District 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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
		Sub Total		91,049	140,000	231,049

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	11,276	-	11,276
2021	102/500731	Contracts for Program Services	92057502	-	37,500	37,500
2022	102/500731	Contracts for Program Services	92057502	-	37,500	37,500
		Sub Total		48,776	75,000	123,776

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
		Sub Total		91,049	140,000	231,049

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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	25,000	25,000
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		42,500	25,000	67,500

		SUB TOTAL PREVENTION		649,458	620,000	1,269,458
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU
OF DRUG & ALCOHOL SVCS, CLINICAL SVS
66% Federal Funds 34% General Funds**

CFDA # 93-959
FAIN T1010035

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	34,965	-	34,965
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		34,965	-	34,965

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		-	-	-

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		-	-	-

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District 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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	26,224	-	26,224
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		26,224	-	26,224

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		-	-	-

		SUB TOTAL PREVENTION		208,042	-	208,042
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**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
2021	102/500731	Contracts for Program Services	92052407	-	46,500	46,500
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				62,940	46,500	109,440

Farmington School Dist SAU 61

VE #160001-B001

PO #1069091

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub-Total				300,000	100,000	400,000

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
2021	102/500731	Contracts for Program Services	92052407	-	91,143	91,143
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				291,143	91,143	382,286

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
2021	102/500731	Contracts for Program Services	92052407	-	99,995	99,995
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				299,985	99,995	399,980

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
2021	102/500731	Contracts for Program Services	92052407	-	-	-
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				200,000	-	200,000

Monadnock Family Services

VE #177510-B001

PO #1058318

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

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
2021	102/500731	Contracts for Program Services	92052407	-	47,178	47,178
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				101,118	47,178	148,296

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				200,000	100,000	300,000

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
2021	102/500731	Contracts for Program Services	92052407	-	300,000	300,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				500,000	300,000	800,000

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
2021	102/500731	Contracts for Program Services	92052407	-	99,990	99,990
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				299,945	99,990	399,935

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				200,000	100,000	300,000

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
2021	102/500731	Contracts for Program Services	92052407	-	249,101	249,101
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				261,390	249,101	510,491

SUB TOTAL PFS2				2,716,521	1,233,907	3,950,428
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NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL

		TOTAL CONTRACT	3,574,021	1,853,907	5,427,928
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New Hampshire Department of Health and Human Services
Student Assistance Program

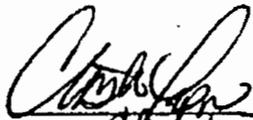


All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

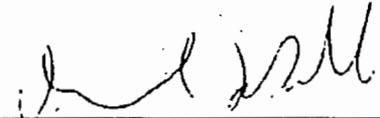
State of New Hampshire
Department of Health and Human Services

5-22-2020
Date


Name: Christine Eppan
Title: Associate Commissioner

School Administrative Unit #18 Franklin School District

5/20/20
Date


Name: _____
Title: Superintendent

**New Hampshire Department of Health and Human Services
Student Assistance Program**



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

OFFICE OF THE ATTORNEY GENERAL

June 10, 2020
Date

Christopher Marshall
Name:
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:

New Hampshire Department of Health and Human Services

Contractor name School Administrative Unit #18 Franklin School District

Budget Request for: Student Assistance Program

Budget Period: July 1, 2020-June 30, 2021

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	\$ 58,568.64	\$ 1,803.41	\$ 60,372.05	\$ 6,845.84	\$ -	\$ 6,845.84	\$ 51,723.00	\$ 1,603.41	\$ 53,326.41
2. Employee Benefits	\$ 38,769.70	\$ 1,137.04	\$ 39,906.74	\$ 2,091.02	\$ -	\$ 2,091.02	\$ 36,678.68	\$ 1,137.04	\$ 37,815.72
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 102,338.34	\$ 2,740.45	\$ 105,078.79	\$ 13,936.86	\$ -	\$ 13,936.86	\$ 88,401.68	\$ 2,740.45	\$ 91,142.13

Indirect As A Percent of Direct

2.7%

Contractor Initials: *[Signature]*
 Date: *5/24/20*



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

29A mac

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

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

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.

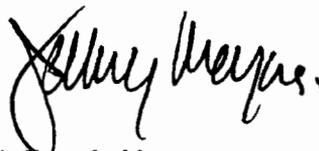
Area served: Statewide.

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.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

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,

A handwritten signature in black ink, appearing to read "Jeffrey Meyers". The signature is written in a cursive style with a large, stylized initial "J".

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 #
FAIN**

**93-959
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 District 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
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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
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TOTAL CONTRACT				1,962,644	1,611,377	3,574,021
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**New Hampshire Department of Health and Human Services
Student Assistance Program**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Student Assistance Program**

This 2nd Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and 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); as amended on June 19, 2019, (Item #29A) 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended and extended 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, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$382,286.
3. Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:
 - 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 and Exhibit B-2, Amendment #2.
4. Add Exhibit B-2, Amendment #2, attached hereto and incorporated by reference herein.

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

	2018	2019		2020	Total Revised Modified Budget
	Current Price Limitation	Current Price Limitation	Current Modified Budget	Increase/Decrease	
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 District 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 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.

New Hampshire Department of Health and Human Services
Student Assistance Program (RFA-2018-BDAS-02-STUDE-02)



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. 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:



New Hampshire Department of Health and Human Services
Student Assistance Program (RFA-2018-BDAS-02-STUDE-02)
Exhibit B, Amendment #1

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.

JB
6/6/19



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.

JJ

6/16/19

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-BOAS-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%



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/debcs/bdas/

16 Mac

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' 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

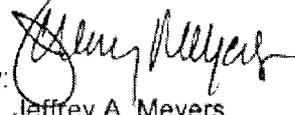
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner

*The Department of Health and Human Services' Mission is to join communities and families
in providing opportunities for citizens to achieve health and independence.*



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

Student Assistance Program

RFA-2018-BDAS-02-STUDE

RFA Name

RFA Number

Reviewer Names

Bidder Name
1. <u>Conway SD SAU#9</u>
2. <u>Dover SD SAU#11</u>
3. <u>Farmington SD SAU#61</u>
4. <u>Franklin SD SAU#18</u>
5. <u>Groveton HS SAU#58</u>
6. <u>Kearsarge Regional SD SAU#65</u>
7. <u>Laconia SD SAU#30</u>
8. <u>Manchester SD SAU#37</u>
9. <u>Monadnock Family Services, Keene SD</u>
10. <u>North Country Health Cnsrt, Berlin MS, Haverhill CMS</u>
11. <u>Pelham SD</u>
12. <u>Pinkerton Academy</u>
13. <u>Portsmouth SD</u>
14. <u>Ramond SD SAU#33</u>
15. <u>Second Start, Concord HS</u>
16. <u>White Mountains Regional SD SAU#36</u>
17. <u>White Mountains SD SAU#35</u>
18. <u>Winnisquam Regional SD SAU#59</u>

Pass/Fail	Maximum Points	Actual Points
	150	106
	150	123
	150	128
	150	128
	150	110
	150	127
	150	135
	150	103
	150	139
	150	117
	150	87
	150	100
	150	103
	150	128
	150	135
	150	113
	150	99
	150	115

Reviewer Names
1. <u>Paul Kiernan</u>
2. <u>Ann Crawford</u>
3. <u>Jill Burke</u>
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

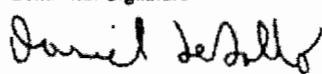
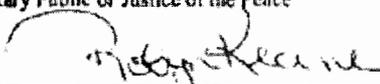
Subject: Student Assistant Program (RFA-2018-BDAS-02-STUDE-02)

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

I. 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 Jonahhan 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 Daniel Le Gallo, Superintendent	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>July 27, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		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  Date: <u>8/8/17</u>		1.15 Name and Title of State Agency Signatory Lori Stribinette, 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: <u>Y. Blumenthal, Attorney</u> On: <u>8/9/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

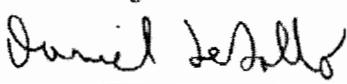
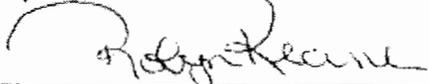
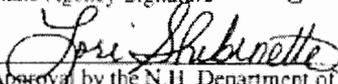
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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 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 		1.12 Name and Title of Contractor Signatory Daniel LeGallo, Superintendent	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>July 27, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		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 		1.15 Name and Title of State Agency Signatory LORI Stibinette, Deputy Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>8/8/17</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>RB Dunham, Attorney</u> On: <u>8/9/17</u>			
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

JS
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 \$1,000,000 per 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

JS
7/26/17

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.

Contractor Initials

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Date

7/26/17



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. 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 (CRAFT); the Global Appraisal of Individual Needs - Short Screener (GAIN-SS); or the Adolescent Substance Abuse Screening Instrument (SASSI) screening tools, as appropriate.

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7/26/17



Exhibit A

- 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



Exhibit A

- 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

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[Handwritten Date: 7/26/17]



Exhibit A

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. Winnepesaukee 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



Exhibit A

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.

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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.

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7/26/17



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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7/26/17



- 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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7/26/17



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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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

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7/26/17



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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7/26/17



- 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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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

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7/26/17

New Hampshire Department of Health and Human Services
Student Assistance Program (SAP)



Exhibit C-1

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.

Exhibit C-1 – Revisions to General Provisions

Contractor Initials

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RFA-2018-BDAS-02-STUDE

Page 2 of 2

Date

7/26/17



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 GRANTEEES 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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7/26/17

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

7/26/17
Date

Contractor Name
Daniel LeBello
Name: Daniel LeBello
Title: SAU19 Superintendent

Contractor Initials DL
Date 7/26/17



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

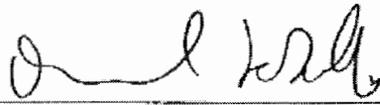
The undersigned certifies, to the best of his or her knowledge and belief, that:

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-1.)
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

Contractor Initials 
Date 7/26/17



**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

[Handwritten Signature]
7/26/17



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.

7/26/17
Date

Contractor Name:

Name: Daniel LeBullo
Title: SAU 18 Superintendent

Contractor Initials 
Date 7/26/17



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

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

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

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

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

Exhibit G

Contractor Initials

JJ

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

Date

7/26/17

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

7/26/17
Date

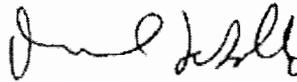

Name: Daniel LeGallo
Title: SAU 18 Superintendent

Exhibit G

Contractor Initials



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

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 LeBillo
Title: SAU 18 Superintendent


Contractor Initials
Date 7/26/17



Exhibit I

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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

JZ

7/26/17



Exhibit I

- I. "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

[Handwritten Signature]

7/26/17



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

JS

7/26/17



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

JS
7/26/17



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

The State

Lori Shubinette
Signature of Authorized Representative

Lori Shubinette
Name of Authorized Representative

Deputy Commissioner
Title of Authorized Representative

8/8/17
Date

SAU 18

Name of the Contractor

Daniel LeGallo
Signature of Authorized Representative

Daniel LeGallo
Name of Authorized Representative

Superintendent
Title of Authorized Representative

7/26/17
Date

DL



**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 LeGullo
Title: SAV 1B Superintendent


Contractor Initials
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: _____

Jr
7/26/17



**New Hampshire Department of Health and Human Services
Student Assistance Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #3**

This 3rd Amendment to the Student Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and School Administrative Unit #33 Raymond School District, ("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), as amended on June 19, 2019, (Item #29A), as amended on June 24, 2020, (Item #31A), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended 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, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$477,325
3. Modify 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, 2022, and the Department shall not be liable for any payment for services provide after June 30, 2022, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2022-2023 biennium.
4. Modify Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1. to read:
 - 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, Exhibit B-2, Amendment #2, and Exhibit B-3, Amendment #3.
5. Add Exhibit B-3, Amendment #3, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. 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

6/15/2021

Date

DocuSigned by:

Katja Fox

ED0D06B04C63442

Name: Katja Fox

Title: Director

SAU #33 Raymond School District

6/15/2021

Date

DocuSigned by:

Tina McCoy

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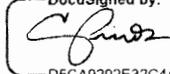
Name: Tina McCoy

Title: Superintendent of Schools

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

OFFICE OF THE ATTORNEY GENERAL

6/15/2021

DocuSigned by:

D5CA9202E32C4AE...

Date

Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-3 Amendment #3

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Instructions: Fill out the Direct/Indirect columns only for Contractor Share (if applicable) and Funded by DHHS. Everything else will automatically populate.

Contractor Name: SAU #33 Raymond School District

Budget Request for: Student Assisatance Program

Project Title

Budget Period: July 1, 2021 - June 30,2022

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	\$ 62,476.00	\$ 160.00	\$ 62,636.00	\$ 11,476.00	\$ -	\$ 11,476.00	\$ 51,000.00	\$ 160.00	\$ 51,160.00
2. Employee Benefits	\$ 24,080.00	\$ -	\$ 24,080.00	\$ 4,350.00	\$ -	\$ 4,350.00	\$ 19,730.00	\$ -	\$ 19,730.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 6,500.00	\$ -	\$ 6,500.00	\$ -	\$ -	\$ -	\$ 6,500.00	\$ -	\$ 6,500.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 98,056.00	\$ 160.00	\$ 98,216.00	\$ 20,826.00	\$ -	\$ 20,826.00	\$ 77,230.00	\$ 160.00	\$ 77,390.00

Indirect As A Percent of Direct

0.2%

Contractor Initials 

Date 6/15/2021

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Raymond School District.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 1, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Tina McCoy, Superintendent of Schools (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Raymond School District to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 6/14/21

Joseph E. Saulnier
Signature of Elected Officer
Name: Joseph E. Saulnier
Title: School Board Chair

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 14th day of June, 2021,

By JOSEPH SAULNIER
(Name of Elected Officer of the Agency)

Ronald A. Brickett
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 8/5/25





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: Raymond School District SAU #33 43 Harriman Hill Road Raymond, NH 03077	Member Number: 933	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2020	7/1/2021	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2020	7/1/2021	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2020	7/1/2021	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: <i>Mary Beth Purcell</i> Date: 5/26/2021 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



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

Lori A. Skibinette
Commissioner

Katja S. Fox
Director

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

June 10, 2020

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

REQUESTED ACTION

#1 Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing contracts, some of which are not Sole Source as indicated in italics, with the vendors listed below in bold for the continuation of Student assistance Program services at the middle and high school levels, by increasing the total price limitation by \$1,258,907 from \$2,859,021 to \$4,117,928 and by extending the completion dates from June 30, 2020 to June 30, 2021. 100% Federal Funds. 0% General Funds.

The Governor and Council approved the original agreements and subsequent amendments as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Monadnock Family Services	177510	<i>Keene</i>	\$101,118	\$47,178	\$148,296	O: 09/13/17, (Item #18) A1: 6/19/19, (Item, #29A)
North Country Education Services	154707	<i>Gorham</i>	\$200,000	\$100,000	\$300,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
North Country Health Consortium	158557	<i>Littleton</i>	\$600,000	\$300,000	\$900,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 06 Claremont School District	177374	<i>Claremont</i>	\$62,940	\$46,500	\$109,440	O: 12/05/18, (Item #21) A1: 8/28/19, (Item #13)

SAU 18 Franklin School District	159863	Franklin	\$291,143	\$91,143	\$382,286	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
SAU 30 Laconia School District	177240	Laconia	\$299,985	\$99,995	\$399,980	O: 9/13/17, (Item #16) A1: 6/19/19, (Item, #29A)
SAU 33 Raymond School District	159945	Raymond	\$299,945	\$99,990	\$399,935	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
SAU 37 Manchester School District	177323	Manchester	\$200,000	\$0	\$200,000	O: 12/5/18, (Item #29A) A1: 6/19/19, (Item #29A)
SAU 54 Rochester School District	177467	Rochester	\$200,000	\$100,000	\$300,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 61 Farmington School District	160001	Farmington	\$300,000	\$100,000	\$400,000	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
Second Start	177224	Concord	\$303,890	\$274,101	\$577,991	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
		Total:	\$2,859,021	\$1,258,907	\$4,117,928	

#2 Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing Sole Source contracts 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, by increasing the total price limitation by \$595,000 from \$715,000 to \$1,310,000 and by extending the completion dates from June 30, 2020 to June 30, 2022. 97% Federal Funds. 3% General Funds.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Seacoast Youth Services	203944	Seabrook	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15)

SAU 17 Sanborn School District	154453	Kingston	\$75,000	\$75,000	\$150,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 52 Portsmouth School District	177463	Portsmouth	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 43 Newport School District	159924	Newport	\$120,000	\$0	\$120,000	O: 12/5/18, (Item #21) A1: 9/18/19, (Item #17)
SAU 64 Milton School District	156682	Milton	\$100,000	\$100,000	\$200,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15)
SAU 9 Conway School District	159846	North Conway	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
		Total:	\$715,000	\$595,000	\$1,310,000	

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified. The Partnership for Success grant funding is anticipated to be available in State Fiscal Year 2021, effective October 1, 2020.

See attached fiscal details.

EXPLANATION

This request includes contracts that are **Sole Source** because vendors have effectively operated the Student Assistance Program for three (3) 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 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 the second (2nd) year of the two (2) year renewal option.

The purpose of this request is to continue Student Assistance Programming using the evidenced based Project Success in twenty (20) high schools; twenty-three (23) middle schools; and one (1) community college. The Contractors will effectively serve up to 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 drug use.

This request includes 15 of 17 agreements listed in the table above. The Department anticipates the remaining 2 agreements will be presented at the July 8, 2020 Governor and Executive Council meeting.

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 Contractors 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 Contractors 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 and to collect data for the purposes of 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 student's 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 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.

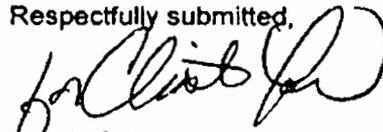
Area served: Statewide.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 5 of 5

Source of Funds: Source of Funds: 98.93% Federal Funds from the Department of Health & Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, Substance Abuse Prevention and Treatment Block Grant (SAPT) CFDA #93.959 FAIN #TI010035 & TI083041 and DHHS, SAMHSA, Center for Substance Abuse Prevention, NH Partnership for Success Initiative (PFS2) CFDA #93.342 FAIN #SP020796 and 1.07% General Funds

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

Respectfully submitted,



Len A. Shibinette
Commissioner

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**05-95-82-920510-33800000 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 #
FAIN

93-959
TI010035 and TI083041

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
		Sub Total		91,049	140,000	231,049

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	15,035	-	15,035
2021	102/500731	Contracts for Program Services	92057502	-	50,000	50,000
2022	102/500731	Contracts for Program Services	92057502	-	50,000	50,000
		Sub Total		65,035	100,000	165,035

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
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		120,000	-	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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		100,000	-	100,000

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District 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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
		Sub Total		91,049	140,000	231,049

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	11,276	-	11,276
2021	102/500731	Contracts for Program Services	92057502	-	37,500	37,500
2022	102/500731	Contracts for Program Services	92057502	-	37,500	37,500
		Sub Total		48,776	75,000	123,776

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
		Sub Total		91,049	140,000	231,049

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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	25,000	25,000
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		42,500	25,000	67,500

		SUB TOTAL PREVENTION		649,458	620,000	1,269,458
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU
OF DRUG & ALCOHOL SVCS, CLINICAL SVS
66% Federal Funds 34% General Funds**

**CFDA # 93-959
FAIN T1010035**

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	34,965	-	34,965
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				34,965	-	34,965

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District 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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	26,224	-	26,224
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		26,224	-	26,224

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
		Sub Total		-	-	-

		SUB TOTAL PREVENTION		208,042	-	208,042
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**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
2021	102/500731	Contracts for Program Services	92052407	-	46,500	46,500
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				62,940	46,500	109,440

Farmington School Dist SAU 61

VE #160001-B001

PO #1069091

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub-Total				300,000	100,000	400,000

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
2021	102/500731	Contracts for Program Services	92052407	-	91,143	91,143
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				291,143	91,143	382,286

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
2021	102/500731	Contracts for Program Services	92052407	-	99,995	99,995
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				299,985	99,995	399,980

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
2021	102/500731	Contracts for Program Services	92052407	-	-	-
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				200,000	-	200,000

Monadnock Family Services

VE #177510-B001

PO #1058318

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

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
2021	102/500731	Contracts for Program Services	92052407	-	47,178	47,178
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				101,118	47,178	148,296

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				200,000	100,000	300,000

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
2021	102/500731	Contracts for Program Services	92052407	-	300,000	300,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				500,000	300,000	800,000

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
2021	102/500731	Contracts for Program Services	92052407	-	99,990	99,990
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				299,945	99,990	399,935

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				200,000	100,000	300,000

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
2021	102/500731	Contracts for Program Services	92052407	-	249,101	249,101
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				261,390	249,101	510,491

SUB TOTAL PFS2				2,716,521	1,233,907	3,950,428
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NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL

		TOTAL CONTRACT	3,574,021	1,853,907	5,427,928
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**New Hampshire Department of Health and Human Services
Student Assistance Program**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Student Assistance Program**

This 2nd Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and 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), June 19, 2019, (Item #29A), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended 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, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$399,935.
3. Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:
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 and Exhibit B-2, Amendment #2.
4. Add Exhibit B-2, Amendment #2, attached hereto and incorporated by reference herein.

Handwritten initials, possibly "R" and "D", enclosed in a circle.

New Hampshire Department of Health and Human Services
Student Assistance Program

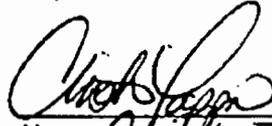


All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

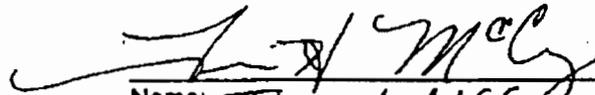
State of New Hampshire
Department of Health and Human Services

5-22-2020
Date


Name: Christine Tappan
Title: Associate Commissioner

School Administrative Unit #33 Raymond School District

5-22-2020
Date


Name: Tina H. McCoy
Title: Superintendent of Schools

**New Hampshire Department of Health and Human Services
Student Assistance Program**



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

OFFICE OF THE ATTORNEY GENERAL

June 10, 2020
Date

J. Christopher Marshall
Name:
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:

New Hampshire Department of Health and Human Services

Contractor Name: School Administrative Unit #33 Raymond School District

Budget Request for: Student Assistance Program

Budget Period: July 1, 2020-June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 81,188.81	\$ 1,550.00	\$ 82,738.81	\$ 11,188.81	\$ -	\$ 11,188.81	\$ 50,000.00	\$ 1,550.00	\$ 51,550.00
2. Employee Benefits	\$ 29,472.97	\$ 788.80	\$ 30,261.77	\$ 4,027.97	\$ -	\$ 4,027.97	\$ 25,445.00	\$ 788.80	\$ 26,233.80
3. Consultants	\$ 6,500.00	\$ 201.00	\$ 6,701.00	\$ -	\$ -	\$ -	\$ 6,500.00	\$ 201.00	\$ 6,701.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchases/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 10,000.00	\$ 310.00	\$ 10,310.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 310.00	\$ 10,310.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,039.00	\$ 32.20	\$ 1,071.20	\$ -	\$ -	\$ -	\$ 1,039.00	\$ 32.20	\$ 1,071.20
6. Travel	\$ 1,000.00	\$ 31.00	\$ 1,031.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 31.00	\$ 1,031.00
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	\$ 2,000.00	\$ 62.00	\$ 2,062.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 62.00	\$ 2,062.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 117,700.58	\$ 3,068.00	\$ 120,768.58	\$ 20,218.58	\$ -	\$ 20,218.58	\$ 94,544.00	\$ 3,068.00	\$ 97,612.00

Indirect As A Percent of Direct 2.6%

Contractor Initials 
 Date: 5-22-2020



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

29A mac

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

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

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
<i>Monadnock Family Services</i>	177510	<i>Keene</i>	\$68,940	\$32,178	\$101,118	<i>09/13/2017 (Item #16)</i>
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)
<i>SAU 18 Franklin</i>	<i>159863</i>	<i>Franklin</i>	\$200,000	\$91,143	\$291,143	<i>09/13/2017 (Item #16)</i>
<i>SAU 30 Laconia</i>	<i>177420</i>	<i>Laconia</i>	\$199,990	\$99,995	\$299,985	<i>09/13/2017 (Item #16)</i>
<i>SAU 33 Raymond</i>	<i>159945</i>	<i>Raymond</i>	\$199,955	\$99,990	\$299,945	<i>09/13/2017 (Item #16)</i>
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.

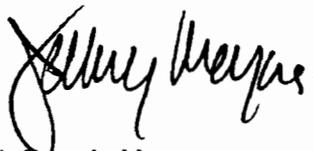
Area served: Statewide.

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.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

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,

A handwritten signature in black ink, appearing to read "Jeffrey Meyers". The signature is written in a cursive style with a large, stylized initial "J".

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 #
FAIN

93-959
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 District 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
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**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	Total Revised Modified Budget
	Current Price Limitation	Current Price Limitation	Current Modified Budget	Increase/Decrease	
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 District 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 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.



New Hampshire Department of Health and Human Services
Student Assistance Program (RFA-2018-BDAS-02-STUDE-05)

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

[Signature]
 Name: Katja Fox
 Title: Director

SAU #33 Raymond School District

5/28/19
 Date

[Signature]
 Name: Tina H. McCay
 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]
 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

New Hampshire Department of Health and Human Services
Student Assistance Program (RFA-2018-BDAS-02-STUDE-05)



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:



**New Hampshire Department of Health and Human Services
Student Assistance Program (RFA-2018-BDAS-02-STUDE-05)**

Exhibit B, Amendment #1

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.



**New Hampshire Department of Health and Human Services
Student Assistance Program (RFA-2018-BDAS-02-STUDE-05)
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.

5/28/19

New Hampshire Department of Health and Human Services

Contractor name: SAU #23 Raymond School District

Budget Request for: Student Assistance Program - RFA-2018-0045-02-01-01-01-01

Budget Period: July 1, 2018 - June 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHHS 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	\$ 4,363.00	\$ -	\$ 4,363.00	\$ 16,158.00	\$ 500.00	\$ 16,658.00
3. Consultants	\$ 12,500.00	\$ 367.50	\$ 12,867.50	\$ -	\$ -	\$ -	\$ 12,500.00	\$ 367.50	\$ 12,867.50
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rents	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 12,500.00	\$ 367.50	\$ 12,867.50	\$ -	\$ -	\$ -	\$ 12,500.00	\$ 367.50	\$ 12,867.50
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Auch 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	\$ 150.00	\$ 5,150.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 150.00	\$ 5,150.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other [Specify Subcontract/Agreement]	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 117,386.00	\$ 3,004.00	\$ 120,390.00	\$ 20,322.00	\$ -	\$ 20,322.00	\$ 96,984.00	\$ 1,008.00	\$ 97,992.00

Indirect As A Percent of Direct 2.5%


 Date: 5/28/19

16 mat



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 Survey¹ 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

*The Department of Health and Human Services' Mission is to join communities and families
in providing opportunities for citizens to achieve health and independence.*



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

Student Assistance Program

RFA-2018-BDAS-02-STUDE

RFA Name

RFA Number

Reviewer Names

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. <u>Conway SD SAU#9</u>		150	106
2. <u>Dover SD SAU#11</u>		150	123
3. <u>Farmington SD SAU#61</u>		150	128
4. <u>Franklin SD SAU#18</u>		150	128
5. <u>Groveton HS SAU#58</u>		150	110
6. <u>Kearsarge Regional SD SAU#55</u>		150	127
7. <u>Laconia SD SAU#30</u>		150	135
8. <u>Manchester SD SAU#37</u>		150	103
9. <u>Monadnock Family Services, Keene SD</u>		150	139
10. <u>North Country Health Cnstr, Berlin MS, Haverhill CMS</u>		150	117
11. <u>Pelham SD</u>		150	87
12. <u>Pinkerton Academy</u>		150	100
13. <u>Portsmouth SD</u>		150	103
14. <u>Ramond SD SAU#33</u>		150	128
15. <u>Second Start, Concord HS</u>		150	135
16. <u>White Mountains Regional SD SAU#35</u>		150	113
17. <u>White Mountains SD SAU#35</u>		150	99
18. <u>Winnisquam Regional SD SAU#59</u>		150	115

1. Paul Kieman
2. Aan Crawford
3. Jill Burke
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

Subject: Student Assistant Program (RFA-2018-BDAS-02-STUDE-05)

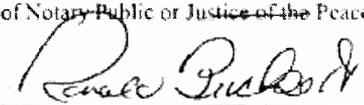
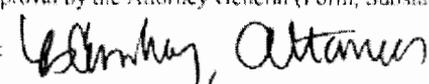
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 		1.12 Name and Title of Contractor Signatory Tina H. McCoy, Ed.D. Superintendent of Schools	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Rockingham</u> On <u>08/02/2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  [Seal] </div> <div style="text-align: center;"> RONALD A. BRICKETT Notary Public - New Hampshire My Commission Expires September 16, 2020 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace RONALD BRICKETT, NOTARY PUBLIC			
1.14 State Agency Signatory 		1.15 Name and Title of State Agency Signatory LDRI Shubiette - 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:  On: <u>8/21/17</u>			
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 \$1,000,000 per 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.

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.





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

GP

8-2-17



Exhibit A

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

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8-2-17



Exhibit A

- 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

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8-2-17



Exhibit A

- 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.

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Exhibit A

- 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.

Handwritten initials in a circular scribble.



Exhibit A

- 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.

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8-2-17



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.

8-2-17



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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8-2-17



- 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 13186, 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.

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8-2-17



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

Exhibit C-1 – Revisions to General Provisions

Contractor Initials

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**New Hampshire Department of Health and Human Services
Student Assistance Program (SAP)**



Exhibit C-1

- 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.**

Exhibit C-1 – Revisions to General Provisions

Contractor Initials

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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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

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

Contractor Name:

8-2-2017
Date

1-21-2017 Coy
Name: Tina H. McCoy, Ed.D.
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:

8-2-17
Date

East Hill Co.
Name: Tim H. McCoy, Ed.D.
Title: Superintendent of Schools

Exhibit E - Certification Regarding Lobbying

Contractor Initials PH



**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


Date 12-17



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 (1)(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

L. H. McCoy
Name: L. 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.

Exhibit G

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

Contractor Initials

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

8-2-17
Date

[Signature]
Name: James H. McCaughey, Ed.D.
Title: Superintendent of Schools

Exhibit G

Contractor Initials

[Signature]

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



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

T. H. McCoy
Name: T. H. McCoy, Ed. D.
Title: Superintendent of Schools

(M)

8-2-17



Exhibit I

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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Contractor Initials

Date 8-2-17



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). 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



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services
The State

Lori Shubinette
Signature of Authorized Representative

Lori Shubinette
Name of Authorized Representative

Deputy Commissioner
Title of Authorized Representative

8/17/17
Date

54433 - Raymond School District
Name of the Contractor

[Signature]
Signature of Authorized Representative

Tim H. McCoy, Ed.D.
Name of Authorized Representative

Superintendent of Schools
Title of Authorized Representative

8-2-2017
Date

Contractor Initials (P)

Date 8-2-17



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

L.H. 1775 Co
Name: Tina H. McCarty, Ed.D
Title: Superintendent of Schools

Contractor Initials (Signature)
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: _____

8-2-17



New Hampshire Department of Health and Human Services Student Assistance Program

State of New Hampshire Department of Health and Human Services Amendment #3

This 3rd Amendment to the Student Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and School Administrative Unit #30 Laconia School District, ("the Contractor"), a municipality with a place of business at 39 Harvard Street, Laconia, NH 03247.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 13, 2017, (Item #16), as amended on June 19, 2019, (Item #29A), as amended on June 24, 2020, (Item #31A), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the Contract may be amended 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, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$477,375
3. Modify 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, 2022, and the Department shall not be liable for any payment for services provide after June 30, 2022, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2022-2023 biennium.
4. Modify Exhibit B, Method and Conditions Precedent to Payment, by adding Section 9 as follows:
 9. The Contractor shall submit one (1) budget for State Fiscal Year 2022, for approval in a form satisfactory to the Department, no later than 10 days from the Effective Date, which shall be retained by the Department. The Contractor shall:
 - 9.1. Ensure approval is received from the Department prior to submitting invoices for payment.
 - 9.2. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
5. Modify Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1. to read:
 - 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, Exhibit B-2, Amendment #2, and the budget approved by the Department in accordance with Section 9 of this Exhibit B, hereinafter referred to as Exhibit B-3, Amendment #3.

DS
AMH

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. 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

6/15/2021

Date

DocuSigned by:
Katja Fox
ED0006B04C63442

Name: Katja Fox
Title: Director

SAU #30 Laconia School District

6/15/2021

Date

DocuSigned by:
Amy N Hinds
2A99202310034B4

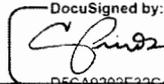
Name: Amy N Hinds
Title: Assistant Superintendent of Schools

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

OFFICE OF THE ATTORNEY GENERAL

6/15/2021

Date

DocuSigned by:


Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-3 Budget #3

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Laconia School District

Budget Request for: Student Assistance Program

Budget Period: SFY 2022

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	\$ 47,385.91		\$ 47,385.91	\$ -	\$ -	\$ -			\$ -
2. Employee Benefits	\$ 12,896.17		\$ 12,896.17	\$ -	\$ -	\$ -			\$ -
3. Consultants			\$ -	\$ -	\$ -	\$ -			\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:			\$ -	\$ -	\$ -	\$ -			\$ -
Educational	\$ 11,612.92	\$ -	\$ 11,612.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 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	\$ 3,000.00		\$ 3,000.00	\$ -	\$ -	\$ -			\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stipend/Meeting expenses			\$ -	\$ -	\$ -	\$ -			\$ -
Cultural/Linguistic Support			\$ -	\$ -	\$ -	\$ -			\$ -
TOTAL	\$ 77,395.00	\$ -	\$ 77,395.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Indirect As A Percent of Direct

0.0%

CERTIFICATE OF AUTHORITY

I, Christine Blouin, hereby certify that:
(Name of the Municipality Clerk/Municipality Official)

1. I am a duly elected Municipality Clerk/Municipality Official of Laconia School District.
(Municipality Name)

2. I hereby certify that Amy N Hinds (may list more than one
(Authorized Signatory)

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

Dated: 6/15/21

DocuSigned by:
Christine Blouin
Signature of Municipality Clerk/Municipality Official
Name: Christine Blouin
Title: Business Administrator



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: Laconia School District SAU #30 39 Harvard Street PO Box 309 Laconia, NH 03246	Member Number: 729	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
--	------------------------------	--

X	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) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2021	7/1/2022	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 <input type="checkbox"/> Any auto	7/1/2021	7/1/2022	Combined Single Limit (Each Accident)	\$5,000,000
				Aggregate	\$5,000,000
X	Workers' Compensation & Employers' Liability	7/1/2021	7/1/2022	X Statutory	
				Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	
X	Property (Special Risk includes Fire and Theft)	7/1/2021	7/1/2022	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
			By: <i>Mary Beth Purcell</i>
			Date: 5/26/2021 mpurcell@nhprimex.org
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

June 10, 2020

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

REQUESTED ACTION

#1 Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing contracts, some of which are not *Sole Source* as indicated in italics, with the vendors listed below in bold for the continuation of Student assistance Program services at the middle and high school levels, by increasing the total price limitation by \$1,258,907 from \$2,859,021 to \$4,117,928 and by extending the completion dates from June 30, 2020 to June 30, 2021. 100% Federal Funds. 0% General Funds.

The Governor and Council approved the original agreements and subsequent amendments as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Monadnock Family Services	177510	<i>Keene</i>	\$101,118	\$47,178	\$148,296	O: 09/13/17, (Item #16) A1: 6/19/19, (Item, #29A)
North Country Education Services	154707	<i>Gorham</i>	\$200,000	\$100,000	\$300,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
North Country Health Consortium	158557	<i>Littleton</i>	\$600,000	\$300,000	\$900,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 08 Claremont School District	177374	<i>Claremont</i>	\$62,940	\$46,500	\$109,440	O: 12/05/18, (Item #21) A1: 8/29/19, (Item #13)

SAU 18 Franklin School District	159863	Franklin	\$291,143	\$91,143	\$382,286	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
SAU 30 Laconia School District	177240	Laconia	\$299,985	\$99,995	\$399,980	O: 9/13/17, (Item #16) A1: 6/19/19, (Item, #29A)
SAU 33 Raymond School District	159945	Raymond	\$299,945	\$99,990	\$399,935	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
SAU 37 Manchester School District	177323	Manchester	\$200,000	\$0	\$200,000	O: 12/5/18, (Item #29A) A1: 6/19/19, (Item #29A)
SAU 54 Rochester School District	177467	Rochester	\$200,000	\$100,000	\$300,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 61 Farmington School District	160001	Farmington	\$300,000	\$100,000	\$400,000	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
Second Start	177224	Concord	\$303,890	\$274,101	\$577,991	O: 9/13/17, (Item #16) A1: 6/19/19, (Item #29A)
		Total:	\$2,859,021	\$1,258,907	\$4,117,928	

#2 Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing Sole Source contracts 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, by increasing the total price limitation by \$595,000 from \$715,000 to \$1,310,000 and by extending the completion dates from June 30, 2020 to June 30, 2022. 97% Federal Funds. 3% General Funds.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Seacoast Youth Services	203944	Seabrook	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15)

SAU 17 Sanborn School District	154453	Kingston	\$75,000	\$75,000	\$150,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 52 Portsmouth School District	177463	Portsmouth	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
SAU 43 Newport School District	159924	Newport	\$120,000	\$0	\$120,000	O: 12/5/18, (Item #21) A1: 9/18/19, (Item #17)
SAU 64 Milton School District	156682	Milton	\$100,000	\$100,000	\$200,000	O: 9/20/18, (Item #23) A1: 7/10/19, (Item #15)
SAU 9 Conway School District	159846	North Conway	\$140,000	\$140,000	\$280,000	O: 9/20/18, (Item #23) A1: 6/19/19, (Item #29A)
		Total:	\$715,000	\$595,000	\$1,310,000	

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified. The Partnership for Success grant funding is anticipated to be available in State Fiscal Year 2021, effective October 1, 2020.

See attached fiscal details.

EXPLANATION

This request includes contracts that are **Sole Source** because vendors have effectively operated the Student Assistance Program for three (3) 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 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 the second (2nd) year of the two (2) year renewal option.

The purpose of this request is to continue Student Assistance Programming using the evidenced based Project Success in twenty (20) high schools; twenty-three (23) middle schools; and one (1) community college. The Contractors will effectively serve up to 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 drug use.

This request includes 15 of 17 agreements listed in the table above. The Department anticipates the remaining 2 agreements will be presented at the July 8, 2020 Governor and Executive Council meeting.

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 Contractors 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 Contractors 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 and to collect data for the purposes of 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 student's 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.

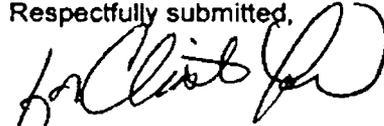
Should the Governor and Council not authorize this request, 23,333 students, statewide, may not receive the support and substance misuse prevention education needed during critical adolescent development years. Lack of these support services could result in: higher prevalence rates of underage drinking 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: Source of Funds: 98.93% Federal Funds from the Department of Health & Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, Substance Abuse Prevention and Treatment Block Grant (SAPT) CFDA #93.959 FAIN #TI010035 & TI083041 and DHHS, SAMHSA, Center for Substance Abuse Prevention, NH Partnership for Success Initiative (PFS2) CFDA #93.342 FAIN #SP020796 and 1.07% General Funds

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
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 and TI083041

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
Sub Total				91,049	140,000	231,049

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	15,035	-	15,035
2021	102/500731	Contracts for Program Services	92057502	-	50,000	50,000
2022	102/500731	Contracts for Program Services	92057502	-	50,000	50,000
Sub Total				65,035	100,000	165,035

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
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				120,000	-	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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				100,000	-	100,000

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District 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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
Sub Total				91,049	140,000	231,049

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	11,276	-	11,276
2021	102/500731	Contracts for Program Services	92057502	-	37,500	37,500
2022	102/500731	Contracts for Program Services	92057502	-	37,500	37,500
Sub Total				48,776	75,000	123,776

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	21,049	-	21,049
2021	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
2022	102/500731	Contracts for Program Services	92057502	-	70,000	70,000
Sub Total				91,049	140,000	231,049

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	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	25,000	25,000
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				42,500	25,000	67,500

SUB TOTAL PREVENTION				649,458	620,000	1,269,458
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU
OF DRUG & ALCOHOL SVCS, CLINICAL SVS**

66% Federal Funds 34% General Funds

CFDA #

93-959

FAIN

T1010035

Conway (Kennett) School District SAU #9

VE # 159846-B001

PO # 1070318

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	34,965	-	34,965
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				34,965	-	34,965

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

Portsmouth School District 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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	26,224	-	26,224
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				26,224	-	26,224

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	48,951	-	48,951
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				48,951	-	48,951

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	-	-	-
2020	102/500731	Contracts for Program Services	92057502	-	-	-
2021	102/500731	Contracts for Program Services	92057502	-	-	-
2022	102/500731	Contracts for Program Services	92057502	-	-	-
Sub Total				-	-	-

SUB TOTAL PREVENTION				208,042	-	208,042
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

**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
2021	102/500731	Contracts for Program Services	92052407	-	46,500	46,500
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				62,940	46,500	109,440

Farmington School Dist SAU 61

VE #160001-B001

PO #1069091

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				300,000	100,000	400,000

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
2021	102/500731	Contracts for Program Services	92052407	-	91,143	91,143
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				291,143	91,143	382,286

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
2021	102/500731	Contracts for Program Services	92052407	-	99,995	99,995
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				299,985	99,995	399,980

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
2021	102/500731	Contracts for Program Services	92052407	-	-	-
2022	102/500731	Contracts for Program Services	92052407	-	-	-
Sub Total				200,000	-	200,000

Monadnock Family Services

VE #177510-B001

PO #1058318

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL**

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
2021	102/500731	Contracts for Program Services	92052407	-	47,178	47,178
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		101,118	47,178	148,296

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		200,000	100,000	300,000

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
2021	102/500731	Contracts for Program Services	92052407	-	300,000	300,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		500,000	300,000	800,000

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
2021	102/500731	Contracts for Program Services	92052407	-	99,990	99,990
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		299,945	99,990	399,935

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
2021	102/500731	Contracts for Program Services	92052407	-	100,000	100,000
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		200,000	100,000	300,000

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
2021	102/500731	Contracts for Program Services	92052407	-	249,101	249,101
2022	102/500731	Contracts for Program Services	92052407	-	-	-
		Sub Total		261,390	249,101	510,491

		SUB TOTAL PFS2		2,716,521	1,233,907	3,950,428
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NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
FINANCIAL DETAIL

		TOTAL CONTRACT	3,574,021	1,853,907	5,427,928
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**New Hampshire Department of Health and Human Services
Student Assistance Program**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Student Assistance Program**

This 2nd Amendment to the Student Assistance Program contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and 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), as amended on June 19, 2019, (Item #29A) 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, the contract may be amended and extended 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, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$399,980.
3. Exhibit B, Amendment #1, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:
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 and Exhibit B-2, Amendment #2.
4. Add Exhibit B-2, Amendment #2, attached hereto and incorporated by reference herein.

**New Hampshire Department of Health and Human Services
Student Assistance Program**

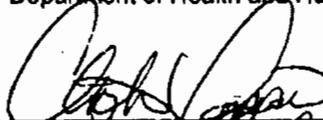


All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

5/28/2020
Date


Name: Christie Tappin
Title: Associate Commissioner

School Administrative Unit #30 Laconia School District

5/26/20
Date


Name: Steve Tucker
Title: Superintendent

**New Hampshire Department of Health and Human Services
Student Assistance Program**



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

OFFICE OF THE ATTORNEY GENERAL

June 10, 2020
Date

Christopher Marshall
Name:

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:

New Hampshire Department of Health and Human Services

Contractor Name: School Administrative Unit #38 Lonsdale School District
 Budget Request for: Student Assistance Program
 Budget Period: July 1, 2023 - June 30, 2024

Line Item	Fiscal Year 2023		Fiscal Year 2024		Total
	Original	Revised	Original	Revised	
1. Total Salary/Wages	89,000.00	89,000.00	89,000.00	89,000.00	178,000.00
2. Employee Benefits	14,013.00	14,013.00	14,013.00	14,013.00	28,026.00
3. Commodities	1,500.00	1,500.00	1,500.00	1,500.00	3,000.00
4. Equipment					
5. Supplies	8,400.00	8,400.00	8,400.00	8,400.00	16,800.00
6. Travel	7,000.00	7,000.00	7,000.00	7,000.00	14,000.00
7. Occupancy					
8. Current Expenses	1,800.00	1,800.00	1,800.00	1,800.00	3,600.00
9. Subscriptions					
10. Printing					
11. Audit and Legal					
12. Insurance					
13. Board Expenses					
14. Marketing/Construction					
15. Staff Education and Training	4,000.00	4,000.00	4,000.00	4,000.00	8,000.00
16. Subcontract/Agreements					
17. Other (specify each item)					
TOTAL	132,713.00	132,713.00	132,713.00	132,713.00	265,426.00

Contractor Initials: **ST**
 Date: **5/24/20**



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

29A mac

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

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

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.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

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 #
FAIN**

**93-959
T1010035**

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 District 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
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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
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TOTAL CONTRACT			1,962,644	1,611,377	3,574,021
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**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
SFY 2017 and SFY 2018 FINANCIAL DETAIL**

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



**New Hampshire Department of Health and Human Services
Student Assistance Program (RFA-2018-BDAS-02-STUDE-03)**

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

[Signature]
Name: Katja Fox
Title: Director

SAU #30 Laconia School District

5/13/19
Date

[Signature]
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.

[Signature]
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: _____



New Hampshire Department of Health and Human Services
Student Assistance Program (RFA-2018-BDAS-02-STUDE-03)



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. Young
Name: EMILY COOPERING
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:



New Hampshire Department of Health and Human Services
Student Assistance Program (RFA-2018-BDAS-02-STUDE-03)
Exhibit B, Amendment #1

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.



**New Hampshire Department of Health and Human Services
Student Assistance Program (RFA-2018-BDAS-02-STUDE-03)
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-2019-6DAS-02-STUDE-03)

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by District 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 (specify 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 *SM*
 Date *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

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 Survey¹ 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

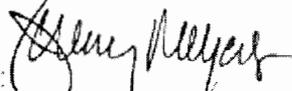
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner



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

Student Assistance Program

RFA-2018-BDAS-02-STUDE

RFA Name

RFA Number

Reviewer Names

Bidder Name
1. <u>Conway SD SAU#9</u>
2. <u>Dover SD SAU#11</u>
3. <u>Farmington SD SAU#61</u>
4. <u>Franklin SD SAU#18</u>
5. <u>Groveton HS SAU#58</u>
6. <u>Kearsarge Regional SD SAU#65</u>
7. <u>Laconia SD SAU#30</u>
8. <u>Manchester SD SAU#37</u>
9. <u>Monadnock Family Services, Keene SD</u>
10. <u>North Country Health Cnstr, Berlin MS, Haverhill CMS</u>
11. <u>Pelham SD</u>
12. <u>Pinkerton Academy</u>
13. <u>Portsmouth SD</u>
14. <u>Ramond SD SAU#33</u>
15. <u>Second Start, Concord HS</u>
16. <u>White Mountains Regional SD SAU#36</u>
17. <u>White Mountains SD SAU#35</u>
18. <u>Winnisquam Regional SD SAU#59</u>

Pass/Fail	Maximum Points	Actual Points
	150	106
	150	123
	150	128
	150	128
	150	110
	150	127
	150	135
	150	103
	150	139
	150	117
	150	87
	150	100
	150	103
	150	128
	150	135
	150	113
	150	99
	150	115

Reviewer Names
1. <u>Paul Kiernan</u>
2. <u>Ann Crawford</u>
3. <u>Jill Burke</u>
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

Subject: Student Assistant Program (RFA-2018-BDAS-02-STUDE-03)

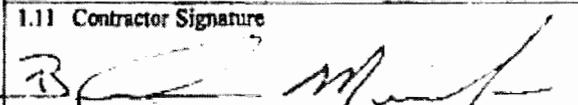
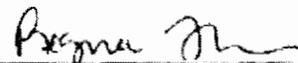
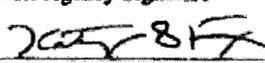
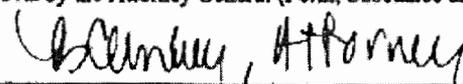
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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- ³³⁹⁵ 2407-102 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 Minnikhan, Superintendent	
1.13 Acknowledgement: State of New Hampshire , County of Pekham <p>On <u>July 27, 2017</u>, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.</p>			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> [Seal]  </div> <div style="width: 50%; text-align: right;"> REGINA THEBERGE Notary Public My Commission Expires: April 17, 2018 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Regina Theberge, Notary			
1.14 State Agency Signature 	1.15 Name and Title of State Agency Signatory Katja Stix, 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: <u>8/8/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Subject: Student Assistant Program (RFA-2018-BDAS-02-STUDE-03)

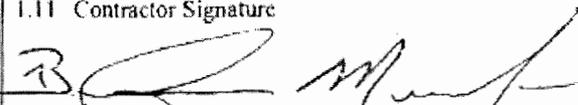
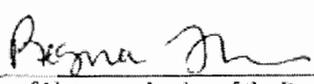
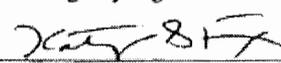
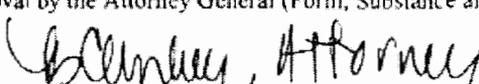
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1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Brendan Minnihan, Superintendent	
1.13 Acknowledgement: State of New Hampshire County of Pelham On <u>July 27, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		REGINA THERBERGE Notary Public My Commission Expires: April 17, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Regina Therberge, Notary			
1.14 State Agency Signature  Date: <u>8/3/17</u>		1.15 Name and Title of State Agency Signatory Katja Stix, 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: <u>8/8/17</u>			
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

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 \$1,000,000 per 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.

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.

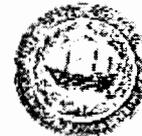


Exhibit A

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 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.



Exhibit A

- 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



Exhibit A

- 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.



Exhibit A

- 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.



Exhibit A

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.

New Hampshire Department of Health and Human Services
Exhibit C



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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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

New Hampshire Department of Health and Human Services
Exhibit C



- 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.

BCW

7/27/17



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;

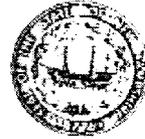
- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 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



Exhibit C-1

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

New Hampshire Department of Health and Human Services
Exhibit D



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

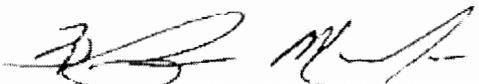
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements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

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

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

Contractor Name:

7/27/17
Date


Name: Brendan Mennihan
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-1)
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 Minihan
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

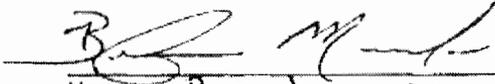
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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 (11)(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 Minihan
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.

Exhibit G

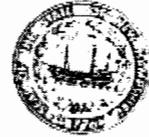
Contractor Initials

BM

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

4/27/17

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

7/27/17

Date

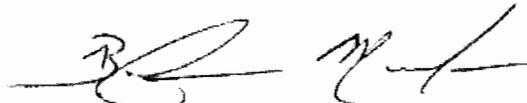

Name: Brendan Minihan
Title: superintendent

Exhibit G

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

Contractor Initials BN



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.

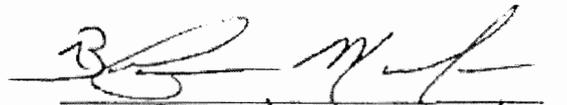
The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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: Brandon Munnihan
Title: superintendent

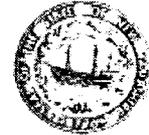


Exhibit I

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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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7/27/17



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

BN

7/27/17



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

[Signature]
Name of Authorized Representative

[Signature]
Title of Authorized Representative

8/3/17
Date

Laconia School District
Name of the Contractor

[Signature]
Signature of Authorized Representative

Brendan Minnihan
Name of Authorized Representative

Superintendent
Title of Authorized Representative

7/27/17
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

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 1846340950000
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: _____