



**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  
 603-271-9422 1-800-852-3345 Ext. 9422  
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 6, 2016

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into agreements with the four (4) vendors identified in the table below, to provide Student Assistance Programing to address underage drinking among persons aged 12 to 20, and 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, in an amount not to exceed \$724,578, to be effective the date of Governor and Council approval, through June 30, 2018. Funds are 100% Federal Funds.

Summary of contract amounts by vendors:

Vendor	NH Schools and School Districts Served	SFY 2017	SFY 2018	Total Amount
North Country Education Services	Lin-Wood Middle and High School; Thornton Center School, and towns within the school districts	100,000	100,000	200,000
North Country Health Consortium	Berlin High School, North Country Charter Academy, and towns within the school districts	100,000	100,000	200,000
City of Rochester School Department	Rochester Middle School and towns within the school district	100,000	100,000	200,000
Second Start	Hillsboro-Derry and Rundlett High Schools, Second Start Alternative School, and towns within the school districts	62,289	62,289	124,578
		\$362,289	\$362,289	\$724,578

Funds are available in the following account for SFY 2017, and are anticipated to be available in SFY 2018, 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, without approval from Governor and Executive Council.

**See attachment for financial details**

**EXPLANATION**

This requested action seeks approval of four (4) agreements to implement statewide Student Assistance Programs in New Hampshire. The purpose of the Student Assistance Program (SAP) initiative is to increase the state's existing prevention system and its resources and capacities to

reduce substance abuse and misuse in communities with 'high need, high risk' populations, specifically to 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 (cities/towns/schools/college campuses) that show that 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 (YRBS 2015)<sup>i</sup> or the 2014 National Survey on Drug Use and Health (NSDUH) reports or similar data<sup>ii</sup>.

The amounts funded for each vendor is reflective of the staff assigned to the project. The Request for Applications stated that compensation will be based on one full-time staff person dedicated to the project at a value of up to \$100,000 per year, and that funding considerations will be based on the number of hours per contract year that the applicant will dedicate to the program. Three vendors submitted Applications dedicating 1.0 Full-Time Equivalent (FTE) staff to work on the project; one vendor submitted an Application dedicating .40 FTE to work on the project.

The Department's federal application to the US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration to provide these services was approved for up to 25 middle and high schools statewide. The first Request for Applications did not yield the vendors to meet this requirement; therefore, the Department will be releasing subsequent Requests for Applications to an effort to meet the federal grant deliverables.

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 to students and parents 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 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.

Although the state has seen gains in state-level data related to consumption use among youth in middle and high school, there continues to be communities of high need where prevalence of substance use is higher than the state average and is increasing over time. In these communities, progress has been slower and more challenged by local conditions including limited resources, fewer opportunities, or less success in addressing substance misuse among youth.

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

The vendors were selected for this project through a competitive bid process. A Request for Applications was posted on The Department of Health and Human Services' web site from February 19, 2016 through March 28, 2016.

Five applications were received in response to the Request for Applications. Three reviewers who work internal and external to the Department reviewed the applications. The reviewers represent seasoned administrators and managers who have experience managing agreements with vendors for various substance abuse prevention programs. Their decision followed a thorough discussion of the strengths and weaknesses of the applications. Four applications were selected for funding, and one was not as it did not address the Request for Applications criteria. The final decision was made through consensus scoring. The Bid Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, these competitively procured Agreements has the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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

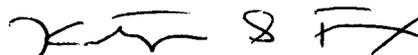
- Decrease in past 30 day use of alcohol and non-medical prescription drug including opioids and illicit opioids.
- Decrease in past 30 day binge drinking.
- Increase of parental and peer disapproval of alcohol and non-medical prescription drug misuse.
- Increase perception of risk/harm of use of alcohol and non-medical prescription drug misuse.
- Increase in family communication around alcohol and drug use.

Areas served: Lin-Wood Middle and High School; Thornton Center School, Berlin High School, North Country Charter Academy, Rochester Middle School, Hillsboro-Derry High School, Rundlett High School, Second Start Alternative School, and towns within the school districts

Source of Funds: 100% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration.

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

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<sup>i</sup> [www.dhhs.nh.gov/dphs/hsdm/yrbs.htm](http://www.dhhs.nh.gov/dphs/hsdm/yrbs.htm)

<sup>ii</sup> <http://www.dhhs.nh.gov/dphs/hsdm/wisdom/index.htm>

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

**05-95-49-491510-2407 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS,  
PFS2 GRANT**

**100% Federal Funds**

**CFDA # 93.243  
FAIN SPO20796**

**North Country Education Services**

VE #

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	90018440	100,000
2018	102/500731	Contracts for Program Services	90018440	100,000
Sub Total				200,000

**North Country Health Consortium**

VE #

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	90018440	100,000
2018	102/500731	Contracts for Program Services	90018440	100,000
Sub Total				200,000

**City of Rochester School District**

VE #

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	90018440	100,000
2018	102/500731	Contracts for Program Services	90018440	100,000
Sub Total				200,000

**Second Start**

VE #

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	90018440	62,289
2018	102/500731	Contracts for Program Services	90018440	62,289
Sub Total				124,578
<b>TOTAL</b>				<b>724,578</b>



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

**Student Assistance Program**

RFA Name

RFA-2017-BDAS-01-STUDE

RFA Number

**Bidder Name**

1. North Country Education Services
2. North Country Health Consortium, Inc.
3. Rochester School District
4. Second Start
5. YMCA of Greater Nashua

Maximum Points	Actual Points
125	120
125	121
125	109
125	124
125	55

**Reviewer Names**

1. Jill Burke, BDAS Chief of Prev & Education Svcs
2. Paul Lakevicius, BDAS Senior Management Analyst
3. Traci Fowler, Gov Commn Prevention Task Force Rep
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

Subject: Student Assistance Program

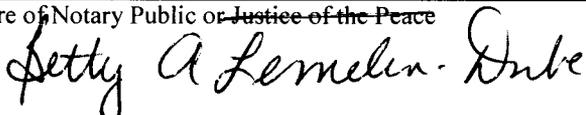
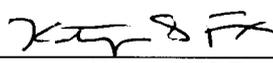
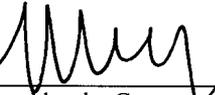
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division of Behavioral Health		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 Rd Gorham, NH 03581	
1.5 Contractor Phone Number 603-446-5437 ext 108	1.6 Account Number 05-95-49-491510-2407-102-500731	1.7 Completion Date 6/30/2018	1.8 Price Limitation \$200,000
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
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>6/27/16</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]		<b>BETTY A. LEMELIN-DUBE, Notary Public</b> My Commission Expires October 21, 2020	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Betty A. Lemelin-Dube, Notary</u>			
1.14 State Agency Signature 	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. York - Attorney On: <u>7/8/16</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 6/27/16

Agreement. This provision shall survive termination of this Agreement.

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

## 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 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 6/27/16



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## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor will address underage drinking among persons aged 12 to 20, and prescription drug misuse and abuse and illicit opioid misuse and abuse among persons aged 12 to 25, and for 'high need, high risk' populations in the Lin-Wood Middle School and High School, the Thornton Central School, and towns within the school districts.

### 2. Definitions

- 2.1. AlcoholEdu for College - AlcoholEdu for College is an interactive online program designed to reduce the negative consequences of alcohol amongst students. More information can be found at the following link: <https://everfi.com/higher-education/alcholedu/>
- 2.2. Environmental Strategies – Environmental Strategies work is done at the community (school, town, state etc.) level that creates shifts in attitudes, perceptions, policies and culture toward healthier lifestyles. This broad work is effective at creating population level changes. This kind of work supports the ideas that help people live in healthy communities and that healthy communities support the health and wellbeing of their citizens.
- 2.3. Evidence-Based Prevention Services –According to the Substance Abuse and Mental Health Services Administration Evidence-based prevention refers to a set of prevention activities that evaluation research has shown to be effective in producing positive outcomes.  
<http://captus.samhsa.gov/prevention-practice/defining-evidence-based>.
- 2.4. 'High need, high risk' populations are local communities (cities/towns/schools/college campuses) that show that their population's prevalence rates for alcohol and/or other drugs misuse are higher than the New Hampshire's state average prevalence rates. Vendors shall demonstrate 'high need, high risk' populations by using the prevalence rate data from the 2013 or 2015 Youth Risk Behavior Survey (YRBS) or the 2014 National Survey on Drug Use and Health (NSDUH) reports or similar data.
- 2.5. Learning Collaborative - A Learning Collaborative is a teaching model that focuses on adoption of best practices in diverse service settings and emphasizes adult learning principles, interactive training methods, and skill-focused learning in the transfer of knowledge and skills among participants.
- 2.6. National Survey on Drug Use and Health (NSDUH) - NSDUH reports high risk behavior for individuals 12 and over. More information can be found at the following link:  
<https://nsduhweb.rti.org/respweb/homepage.cfm>

Handwritten initials, possibly 'JS', in black ink.

6/22/16



- 2.7. Partnership for Success- Partnership for Success is a federal grant that provides funding for services to communities that have the highest risk and prevalence of substance use among individuals 12 to 25.
- 2.8. Project Alert – Project alert is an evidenced based curriculum that addresses the pro-drug mindset of today's teens and effectively increases their likelihood to remain drug-free. More information can be found at the following link: <http://www.projectalert.com/>
- 2.9. Project Success - Project Success is a student assistance program which is endorsed by the Substance Abuse and Mental Health Services Administration as an Evidenced-Based prevention program. Project Success is implemented by specially trained student assistance counselors who are imbedded in schools 2-5 days/week. It is a research-based program that uses interventions that are effective in reducing risk factors and enhancing protective factors. More information can be found at the following link: <http://www.sascorp.org/success.html>
- 2.10. Youth Risk Behavior Survey (YRBS) - YRBS reports high-risk behaviors for students in middle and high schools for grades 6 to 12. The YRBS survey is the a collaboration between the Centers for Disease Control and Prevention (CDC), the New Hampshire Department of Education, and the New Hampshire Department of Public Health. More information can be found at the following link: <https://wisdom.dhhs.nh.gov/wisdom/>

### 3. Scope of Services

- 3.1. The Contractor will be responsible for the Student Assistant Program activities as follows:
  - 3.1.1. Screen individuals who are referred to the program, using the guidance provided by the Department, and using an evidenced based screening tool that must include an assessment of the individual, family, substance use issues, and if a referral to treatment is appropriate. For a list of potential tools, go to NAMI-NH's recommendations at: [www.naminh.org/uploads/NAMIR reclaimingOurFuture.pdf](http://www.naminh.org/uploads/NAMIR reclaimingOurFuture.pdf)
  - 3.1.2. Submit for Department approval within thirty (30) days of the contract effective date, the evidenced based screening tool to be used.
  - 3.1.3. Refer individuals to community treatment providers, as appropriate.
  - 3.1.4. Conduct individual support sessions as needed with the purpose of crisis intervention or to motivate students in participating in groups modeled after Project Success.
  - 3.1.5. Conduct individual sessions as needed to assist students in:
    - 3.1.5.1. Identifying and resisting social and situational pressures to use substances.
    - 3.1.5.2. Correcting misperceptions about the prevalence and acceptability of substance use.
    - 3.1.5.3. Focusing on the personal consequences of substance use.
    - 3.1.5.4. Teaching and providing opportunities to practice resistance and coping skills.
    - 3.1.5.5. Identifying barriers to using the newly developed skills or adopting healthy



attitudes.

- 3.1.6. Conduct the Newcomers Group, the Children of Substance Abusing 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 including but not limited to:
  - 3.1.6.1. Alcohol and other Drug Assessment Education Group
  - 3.1.6.2. Sibling Group
  - 3.1.6.3. Non-Users Group
  - 3.1.6.4. Parents, Peers, and Partying Group
  - 3.1.6.5. Users Group
  - 3.1.6.6. Users/Children of Substance Abusing Parents Group
  - 3.1.6.7. Recovery Group.
- 3.1.7. Provide Parent Education regarding prescription drug misuse, underage drinking and binge drinking, within the school and community.
- 3.1.8. Provide alcohol and other drug prevention education, when an applicant is a middle school or high school, using an evidence based curriculum such as Project Alert, during seventh and ninth grade transitional years that includes, but is not limited to:
  - 3.1.8.1. Adolescent alcohol, tobacco and other drug information.
  - 3.1.8.2. Family Dynamics and pressures.
  - 3.1.8.3. Skills for coping with stress and life pressure.
- 3.1.9. Submit to the Department for approval within thirty (30) days of the contract effective date, the evidence-based curriculum that will be used to meet the requirements in Section .3.1.8.
- 3.1.10. Conducting a minimum of three (3) school/community centered environmental strategies (See Section 2, Request for Application Terminology) that broadly reach populations within the school and community and focus on alcohol and other drug prevention messaging which can include utilizing existing groups and programs, as appropriate, to meet this requirement.
- 3.1.11. 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 such as Facebook, Instagram etc. with Department identified organizations such as the Partnership for a Drug Free NH.
- 3.1.12. Use a survey provided by the Department to conduct pre- and post-surveys of students in grades 7 through 12, who receive student assistance program services through group education such as those listed in Section 3.1.6. The Applicant will conduct pre survey of students at the start of the group education program and post



Exhibit A

survey of the same students who completed the group education program.

- 3.1.13. Use the Youth Risk Behavior Survey, as provided by the Department, to conduct a survey of all students in grades 7 through 12 during the period of March through May of 2017.
- 3.1.14. Use a survey provided by the Department to conduct a survey of all students in grades 7 through 12, during the period of March through May of 2018.
- 3.1.15. Return the completed surveys in Sections 3.1.14 through 3.1.15 as instructed by the Department.
- 3.1.16. Evaluate the existing school policies on alcohol and other drugs in the first year of the contract and make improvements to the existing policies to those based on best practice and according to the recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment that can be found at the following link:  
<http://www.dhhs.nh.gov/dcbcs/bdas/documents/modelschoolpolicy.pdf>.
- 3.1.17. Implement the improvements to the alcohol and other drug school policies in Section 3.1.18 in year two of the Contract.
- 3.1.18. Participate in the Student Assistance Learning Collaborative and other mandatory trainings as identified by the Department.
- 3.1.19. Input data on a monthly or quarterly basis to an online database, as required by the Department, such as but not limited to:
  - 3.1.19.1. Number of students
  - 3.1.19.2. Demographic of students
  - 3.1.19.3. Number of environmental strategies
  - 3.1.19.4. Amount of funds received from other sources
- 3.1.20. Provide additional reports or data as required by the Department.
- 3.1.21. Allow a team authorized by the Department to meet with the applicant and staff on a quarterly basis or as needed to conduct a site visit. The Contractor shall:
  - 3.1.21.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 3.1.21.2. Ensure the Department is provided with access that includes but is not limited to:
    - 3.1.21.3. Data
    - 3.1.21.4. Financial records
    - 3.1.21.5. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
    - 3.1.21.6. Scheduled phone access to Contractor staff



Exhibit A

- 3.1.21.7. Timely unscheduled phone response by Contractor principals and staff.
- 3.1.22. Provide a sustainability plan for continuation of the Student Assistance Program to the Department for review and approval 90 days before the contract end date. The sustainability plan must be made in collaboration with the region's Regional Public Health Network. For a list of Regional Public Health Network please refer to <http://www.dhhs.nh.gov/dcbcs/bdas/index.htm>
- 3.1.23. 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.
- 3.1.24. Maintain dedicated staff to provide the student assistance program that meets the following standards:
- 3.1.24.1. One fulltime equivalent (over 37.5 hours per week) staff person to every one thousand (1,000) students.
  - 3.1.24.2. For schools serving less than one thousand (1,000) students, the staff person must be available for a minimum of two days (at 7.5 hours per day) per week and cannot serve more than two (2) buildings or campuses.
  - 3.1.24.3. Staff shall obtain Certified Prevention Specialist status within one (1) year.
  - 3.1.24.4. Provide a non-federal 25% match, which is a non-federal share of costs that the applicant is required to contribute to accomplish the activities in this Request for Application. The match shall be non-federal cash and/or a non-monetary In-kind contribution of 25% of the total dollar amount awarded by the Department in the resulting contract. The purpose of the match is to ensure sustainability of the student assistant program beyond the life of the contract.
    - a. A cash match is defined as non-federal cash from the applicant's own funds or cash donations from non-federal third parties.
    - b. An In-kind non-federal match is defined as a non-monetary contribution of personnel, goods, or services purchased or received from non-federal sources:
    - c. 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. More information may be found at: <http://education.nh.gov/data/attendance.htm>
    - d. The Applicant shall report monthly the amount, type of match being provided, and the source of the match with invoicing.
    - e. The applicant cannot use other federal funds as a match.



**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 Catalog of Federal Domestic Assistance (CFDA) #93.243, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration in providing services pursuant to Exhibit A, Scope of Services. 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, all-inclusive rate for actual hours worked only.
4. The Contractor shall be available to provide services identified in Exhibit A, Scope of Services, as needed.
5. Payment for services shall be processed as follows:
  - 5.1 The Contractor shall submit monthly invoices for reimbursement of actual hours worked during the month, for a total of twelve (12) invoices per year. The invoice shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 5.2 Invoices described in Exhibit B, Method and Condition Precedent to Payment, Section 5.1 and reports identified in Exhibit A, Scope of Services must be submitted to:

Attn: Financial Manager  
NH Department of Health and Human Services  
Bureau of Drug and Alcohol Services  
129 Pleasant St.  
Concord, NH 03301-3857
6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
10. The Contractor agrees to keep records of their activities related to Department programs and services.
11. The Contractor agrees not to use the funding in this Agreement to replace funding for a program already funded from another source.

*JS*

*6/27/14*



**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.

*JS*

6/27/14



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

*[Handwritten Signature]*  
Date 6/27/16



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



- 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.



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.
  
3. 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.

Contractor Initials JS  
Date 6/27/14



**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

Contractor Initials *JS*  
Date 6/27/14



- 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: North Country Education Services

10/27/16  
Date

Lori Langlois  
Name: Lori Langlois  
Title: Executive Director

Contractor Initials LL  
Date 6/27/16



**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: North Country Education Services

6/27/14  
Date

Lori Langlois  
Name: Lori Langlois  
Title: Executive Director



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

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

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

*JJ*

6/27/14



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: North Country Education Services

6/27/16  
Date

Lori Langlois  
Name: Lori Langlois  
Title: Executive Director



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

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

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

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

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Handwritten initials, possibly 'JS', in black ink.

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: North Country Education Services

6/27/16  
Date

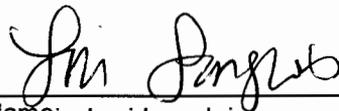
  
Name: Lori Langlois  
Title: Executive Director

Exhibit G

Contractor Initials 

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

Date 6/27/16



**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: North Country Education Services

6/27/16  
Date

Lori Langlois  
Name: Lori Langlois  
Title: Executive Director

Contractor Initials LL  
6/27/16  
Date \_\_\_\_\_



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.

*JS*

*6/27/16*



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

6/27/16



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

6/27/16



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 initials of the contractor, appearing to be "JL".

Handwritten date "6/27/14".



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.

*JS*

6/22/16



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

7/5/16

Date

North Country Education Services

Name of the Contractor

*Lori Langlois*

Signature of Authorized Representative

Lori Langlois

Name of Authorized Representative

Executive Director

Title of Authorized Representative

06/27/2016

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: North Country Education Services

6/27/16  
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: _____

# 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 formed October 29, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26<sup>th</sup> day of May A.D. 2016

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
(Corporation without Seal)

I, Annemarie Platt, do hereby certify that:  
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of North Country Education Services Agency Inc.  
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 5/17/2016 and 6/18/2013  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, \_\_\_\_\_, for the provision of

Student Assistance Program services.

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 27 day of June, 2016.  
(Date Contract Signed)

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

of the Corporation.

  
\_\_\_\_\_  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 27 day of June, 2016.

By Annemarie Platt  
(Name of Clerk of the Corporation)

  
\_\_\_\_\_  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: \_\_\_\_\_

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



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<b>Participating Member:</b> North Country Education Services North Country Education Services Foundation 300 Gorham Hill Road Gorham, NH 03581	<b>Member Number:</b> 953	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> 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"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2015	7/1/2016	Each Occurrence	\$ 5,000,000
	7/1/2016	7/1/2017	General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	7/1/2015	7/1/2016	Combined Single Limit (Each Accident)	\$5,000,000
	7/1/2016	7/1/2017	Aggregate	\$5,000,000
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> Statutory	
	7/1/2016	7/1/2017	Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input checked="" type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>	7/1/2015	7/1/2016	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
	7/1/2016	7/1/2017		

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>  <b>By:</b> <i>Tammy Denver</i>  <b>Date:</b> 5/16/2016    tdenver@nhprimex.org  Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> <b>603-225-2841 phone</b> <b>603-228-3833 fax</b>
Department of Health & Human Services Bureau of Drug and Alcohol Services 129 Pleasant St Concord, NH 03301			



## Mission

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

## Vision

Be an integral partner with schools to continuously improve the learning experiences of North Country students.

## Strategic Priorities

**Impact our region:** We believe that quality education has the power to impact the vitality of the entire region. This includes the futures of our students, the strength of the economy and the overall quality of life for all who reside in the region.

**Be responsible to our stakeholders:** We take seriously our commitment to our stakeholders and value their commitment to NCES. We strive to understand the needs of our direct beneficiaries, maintain the fiscal health of the organization, and deepen the relationships we have with all stakeholders.

**Build our reputation:** We understand that reputation matters. We want to be known statewide as a provider of the highest quality services and educational leadership. Likewise, the reputation of education in the region is integral to community and economic development. We are committed to helping schools provide rich educational experiences for all learners and promoting those successes.

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

June 30, 2015 and 2014

NORTH COUNTRY EDUCATION SERVICES AGENCY

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June 30, 2015 and 2014

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**Financial Statements**

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# The Mercier Group

*a professional corporation*

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## *INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS*

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

**Report on the Financial Statements.** We have audited the accompanying financial statements of the North Country Education Services Agency (a non-profit corporation) as listed in the table of contents, which comprise the statements of financial position as of June 30, 2015 and 2014, 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, 2015 and 2014, 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.

*Paul J. Mercier, Jr. CPA for*

**The Mercier Group**, *a professional corporation*

Canterbury, New Hampshire

February 7, 2016

# **Financial Statements**

Exhibit A  
**NORTH COUNTRY EDUCATION SERVICES AGENCY**  
*Statements of Financial Position*  
 June 30, 2015 and 2014

*All numbers are expressed in USA Dollars*

	2015	2014
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash	181	41,164
Investments	349,887	413,376
Accounts receivable	117,731	86,495
Grants receivable	50,189	60,617
Prepaid expenses	5,548	-
	523,536	601,652
<b>RESTRICTED CASH</b>	22,608	22,608
<b>PROPERTY AND EQUIPMENT</b>		
Land	35,000	35,000
Buildings	609,967	609,967
Equipment	138,478	171,262
Less: accumulated depreciation	(523,867)	(520,083)
	259,578	296,146
	805,722	920,406
<b>LIABILITIES AND NET ASSETS</b>		
<b>LIABILITIES</b>		
Current:		
Line of credit	31,500	-
Current maturities of long-term debt:		
Mortgage Note Payable	17,139	16,142
Accounts payable	66,698	7,016
Agency deposits - <i>WMSI</i>	-	164,205
Deferred revenues	1,376	2,913
	116,713	190,276
Long-term, <i>less current maturities</i>		
Mortgage Note Payable	81,685	98,823
Contingency for unfunded pension obligations:		
Agency share of NHRS net pension liabilities, deferred inflows and outflows of resources - per the requirements of GASB 68 <i>(see note)</i>	1,319,218	1,350,788
	1,400,903	1,449,611
	1,517,616	1,639,887
<b>NET ASSETS</b>		
Unrestricted:		
Undesignated:		
Net investment in property & equipment	160,754	181,181
Available to operations	377,703	362,233
Deficit related to unfunded pension obligations	(1,319,218)	(1,350,788)
Temporarily restricted:		
For loan guarantees	22,608	22,608
For program purposes	46,259	65,285
	(711,894)	(719,481)
	805,722	920,406

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, 2015 and 2014

*All amounts are expressed in USA Dollars*

	2015			2014		
	Temporarily		Total	Temporarily		Total
	Unrestricted	Restricted		Unrestricted	Restricted	
<b>OPERATING SUPPORT, REVENUES AND RECLASSIFICATIONS</b>						
Federal grants		231,981	231,981	488,855	488,855	488,855
State grants		193,441	193,441	104,023	104,023	104,023
Local government agencies		101,161	101,161	7,526	7,526	7,526
Other non-profit agencies		81,795	81,795	95,631	95,631	95,631
Corporate donations		-	-	39,295	39,295	39,295
Program service revenue	1,284,265		1,284,265	1,299,360		1,299,360
Net assets released from restriction:						
Satisfaction of program restrictions	629,248	(629,248)	-	871,649	(871,649)	-
	<b>1,913,513</b>	<b>(20,870)</b>	<b>1,892,643</b>	<b>2,171,009</b>	<b>(136,319)</b>	<b>2,034,690</b>
<b>OPERATING EXPENSES</b>						
Program Services:						
NCES Programs	828,215		828,215	924,243		924,243
Distance Learning	141,809		141,809	104,884		104,884
Adult Learner Services	136,950		136,950	131,965		131,965
STEM	101,161		101,161	-		-
NASA/UCAR	90,000		90,000	63,990		63,990
Next Steps NH	64,725		64,725	71,097		71,097
Migrant	50,000		50,000	40,000		40,000
Tillotson - Operations	50,000		50,000	-		-
Indistar	31,765		31,765	-		-
Migrant 2	30,000		30,000	60,000		60,000
NISL	17,023		17,023	94,668		94,668
SLDS	15,860		15,860	22,295		22,295
NH Center for Learning	13,055		13,055	14,500		14,500
ABE College Transitions	6,880		6,880	6,837		6,837
Film Festival	1,990		1,990	3,010		3,010
Tillotson - No. of the 44th	1,787		1,787	-		-
Tillotson - Sponsorship	1,000		1,000	-		-
SAHE			-	134,144		134,144

Exhibit B  
**NORTH COUNTRY EDUCATION SERVICES AGENCY**  
*Statements of Activities*  
For the Fiscal Years Ending June 30, 2015 and 2014

All amounts are expressed in USA Dollars

	2015			2014		
	Temporarily		Total	Temporarily		Total
	Unrestricted	Restricted		Unrestricted	Restricted	
USDA Equipment	-	-	131,580	-	-	131,580
Jane's Trust	-	-	112,157	-	-	112,157
NHDOE NISL COHORT II	-	-	32,926	-	-	32,926
Trans-Canada/Plymouth	-	-	17,000	-	-	17,000
Professional Development	-	-	7,526	-	-	7,526
GLOBE	-	-	2,010	-	-	2,010
	<b>1,582,220</b>	<b>-</b>	<b>1,582,220</b>	<b>1,974,832</b>	<b>-</b>	<b>1,974,832</b>
Support services:						
Management and general	<b>339,412</b>	<b>-</b>	<b>339,412</b>	<b>259,819</b>	<b>-</b>	<b>259,819</b>
	<b>1,921,632</b>	<b>-</b>	<b>1,921,632</b>	<b>2,234,651</b>	<b>-</b>	<b>2,234,651</b>
<b>NET OPERATING INCOME(LOSS)</b>	<b>(8,119)</b>	<b>(20,870)</b>	<b>(28,989)</b>	<b>(63,642)</b>	<b>(136,319)</b>	<b>(199,961)</b>
<b>NONOPERATING SUPPORT, REVENUES AND RECLASSIFICATIONS</b>						
Investment income(loss)	<b>36,576</b>	<b>-</b>	<b>36,576</b>	<b>78,561</b>	<b>-</b>	<b>78,561</b>
	<b>36,576</b>	<b>-</b>	<b>36,576</b>	<b>78,561</b>	<b>-</b>	<b>78,561</b>
<b>CHANGE IN NET ASSETS</b>	<b>28,457</b>	<b>(20,870)</b>	<b>7,587</b>	<b>14,919</b>	<b>(136,319)</b>	<b>(121,400)</b>
<b>NET ASSETS (DEFICIT) - BEGINNING, as restated</b>	<b>(807,374)</b>	<b>87,893</b>	<b>(719,481)</b>	<b>(822,293)</b>	<b>224,212</b>	<b>(598,081)</b>
<b>NET ASSETS - ENDING</b>	<b>(778,917)</b>	<b>67,023</b>	<b>(711,894)</b>	<b>(807,374)</b>	<b>87,893</b>	<b>(719,481)</b>

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, 2015 and 2014

*All amounts are expressed in USA Dollars*

	2015			2014		
	Regular Educational Programs	Management and General	Total	Regular Educational Programs	Management and General	Total
<b>EXPENSES</b>						
Salaries and other compensation	698,339	215,639	913,978	825,727	159,519	985,246
Pension expense	63,626	16,743	80,369	96,066	15,630	111,696
Other Employee benefits	147,216	49,380	196,596	130,446	32,959	163,405
Payroll taxes	58,868	18,027	76,895	69,370	13,636	83,006
Staff development	3,455		3,455	5,273	-	5,273
Contracted services	280,623	6,200	286,823	404,156	8,700	412,856
Occupancy	37,442	8,960	46,402	35,302	8,233	43,535
Administrative expenses	24,612	6,752	31,364	32,507	6,515	39,022
Travel	36,126	6,584	42,710	40,453	2,759	43,212
Materials & supplies	198,530		198,530	167,630	-	167,630
Non-depreciable Equipment	-		-	132,095	-	132,095
Depreciation	28,533	9,511	38,044	30,053	10,017	40,070
Interest	4,850	1,616	6,466	5,754	1,851	7,605
	<b>1,582,220</b>	<b>339,412</b>	<b>1,921,632</b>	<b>1,974,832</b>	<b>259,819</b>	<b>2,234,651</b>

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, 2015 and 2014

*All amounts are expressed in USA Dollars*

	2015	2014
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Excess (deficiency) of public support and revenues over (under) expenditures	7,587	(121,400)
<i>Adjustments to reconcile to net cash provided by (used in) operating activities:</i>		
Depreciation Expense	38,044	40,070
Difference between pension expense for GASB 68 and NHRS plan contributions	(31,570)	-
Change in assets and liabilities:		
(Increase) decrease in assets:		
Accounts receivable	(31,236)	(2,335)
Grants receivable	10,428	8,298
Prepaid expenses	(5,548)	7,573
Increase (decrease) in liabilities:		
Accounts payable	59,682	(3,057)
Agency deposits	(164,205)	164,205
Deferred revenues	(1,537)	2,913
	<b>(118,355)</b>	<b>96,267</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of Fixed Assets	(1,476)	(3,118)
Purchase of Investments	63,489	(48,350)
	<b>62,013</b>	<b>(51,468)</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Increase(decrease) in line of credit	31,500	-
Principal payments - mortgage notes	(16,141)	(15,203)
	<b>15,359</b>	<b>(15,203)</b>
<b>NET INCREASE (DECREASE) IN CASH</b>	<b>(40,983)</b>	<b>29,596</b>
<b>CASH - BEGINNING</b>	<b>63,772</b>	<b>34,176</b>
<b>CASH - ENDING</b>	<b>22,789</b>	<b>63,772</b>
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b>		
Cash payments for interest	<b>6,466</b>	<b>7,605</b>

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

# NORTH COUNTRY EDUCATION SERVICES AGENCY

## *Notes to Financial Statements*

June 30, 2015 and 2014

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### NATURE OF OPERATIONS

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

### SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

**Basis of Accounting.** The Agency presents 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 (contributions, donations, etc.) and related contributions receivables are recognized when received. Expenses and related payables are recognized when title to goods and services passes to the Agency.

**Cash and cash equivalents.** Cash and cash equivalents consist of bank deposits held in checking and money market accounts and certificates of deposit. For purposes of reporting the statements of cash flows, if any, all highly liquid debt instruments purchased with a maturity of three months 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

NORTH COUNTRY EDUCATION SERVICES AGENCY

Notes to Financial Statements

June 30, 2015 and 2014

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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 FY2015 or FY2014. *Market risk* is limited to fluctuations in the prices of mutual funds. Management monitors investments in high quality mutual funds and believes it is not exposed to significant market risk on those amounts. Each participation unit of the Pool is valued at one-dollar and the price there of does not fluctuate with the market values of underlying investments.

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

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

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

While of considerable value to the Agency and its members, the Agency does not capitalize resource library materials. Because these materials are used a great deal and are being continually updated, the Agency has elected to treat these materials as expendable. The cost of purchased materials is therefore expended in the year of acquisition.

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

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

**Contributions.** Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any government

# NORTH COUNTRY EDUCATION SERVICES AGENCY

## Notes to Financial Statements

June 30, 2015 and 2014

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

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

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

**Income Taxes.** The Agency is organized exclusively for tax-exempt charitable and educational purposes within the meaning of Section 501(a) and Section 501(c)(3) of the Internal Revenue Code of 1954, as amended and Chapter 262 of the New Hampshire Revised Statutes Annotated, as amended. The Agency is not a private foundation within the meaning of Internal Revenue Code Section 509(a). During the period of July 1, 2014 through June 30, 2015, the Agency had no unrelated business income and therefore, no provision for income taxes is made in the accompanying financial statements.

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

- Management's estimate of *depreciation* is based on the expected number of years an asset will be used in operations and on the age and condition of capital assets at year-end.
- Contingency for unfunded pension liabilities – see below.

**NORTH COUNTRY EDUCATION SERVICES AGENCY**

*Notes to Financial Statements*

June 30, 2015 and 2014

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**ASSETS**

**Deposits.** All bank deposits as of June 30, 2015 and 2014 and substantially throughout the fiscal years then ended were fully insured by the Federal Deposit Insurance Corporation (FDIC) or collateralized with securities held by the pledging institution.

**Cash Equivalents.** Short-term investments at December 31, 2015 and 2014, 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, 2015 and 2014, include the following:

	<u>2015</u>	<u>2014</u>
Mutual Funds	<u>\$ 349,887</u>	<u>\$ 413,376</u>

The composition of investment return in the statement of activities for the years ended December 31, 2015 and 2014 were as follows:

	<u>2015</u>	<u>2014</u>
Unrestricted:		
Interest and dividends	\$ 65	\$ 219
Capital gain distributions	<u>36,511</u>	<u>78,342</u>
	<u>\$ 36,576</u>	<u>\$ 78,561</u>

**New Hampshire Public Deposit Investment Pool.** 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.

Under the terms of GASB Statement #31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, the Pool is considered to be a **2a7-like pool** which means that it has a policy that it will, and does operate in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940. This rule allows SEC-registered mutual funds to use amortized cost rather than market value to report net position to compute share prices if certain conditions are met. Therefore, the Agency reports its investments in the Pool at amortized cost, which equals the Pool's participation unit price.

**NORTH COUNTRY EDUCATION SERVICES AGENCY**

*Notes to Financial Statements*

June 30, 2015 and 2014

**Accounts Receivable.** Accounts Receivable at June 30, 2015 and 2014 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, 2015 and 2014 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, 2015 and 2014 are as follows:

	Balance			Balance
	July 1, 2014	Additions	Deductions	June 30, 2015
Land	\$ 35,000	\$ -	\$ -	\$ 35,000
Buildings	609,967	-	-	609,967
Equipment & Furnishings	<u>171,262</u>	<u>1,476</u>	<u>34,260</u>	<u>138,478</u>
	816,229	1,476	34,260	783,445
Less: Accumulated Depreciation	<u>(520,083)</u>	<u>(38,044)</u>	<u>(34,260)</u>	<u>(523,867)</u>
	<u>\$ 296,146</u>	<u>\$ (36,568)</u>	<u>\$ -</u>	<u>\$ 259,578</u>

	Balance			Balance
	July 1, 2013	Additions	Deductions	June 30, 2014
Land	\$ 35,000	\$ -	\$ -	\$ 35,000
Buildings	609,967	-	-	609,967
Equipment & Furnishings	<u>249,616</u>	<u>3,118</u>	<u>81,472</u>	<u>171,262</u>
	894,583	3,118	81,472	816,229
Less: Accumulated Depreciation	<u>(561,485)</u>	<u>(40,070)</u>	<u>(81,472)</u>	<u>(520,083)</u>
	<u>\$ 333,098</u>	<u>\$ (36,952)</u>	<u>\$ -</u>	<u>\$ 296,146</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 (Primex<sup>3</sup>) Workers' Compensation and P/C GROUP* are pooled risk management programs under RSA 5-B and RSA 281-A. The following is a summary of worker's compensation and property/liability coverages provided during the fiscal year by *Primex<sup>3</sup>*, which retained \$2,000,000 of each workers' compensation, \$500,000 for each liability loss and \$200,000 for each property loss. The Board has determined to retain the aggregate exposure and has allocated resources based on actuarial analysis for that purpose. A detail of coverages, contributions, credits or balances due are available from the Agency upon request.

**NORTH COUNTRY EDUCATION SERVICES AGENCY**

*Notes to Financial Statements*

June 30, 2015 and 2014

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- Estimated net contribution billed for the year ending July 1, 2015 are as follows:
  - Workers' Compensation \$ 2,952
  - Unemployment Compensation \$ 6,885
  - Property/Liability \$ 5,244

The Member Participation Agreement permits *Primex*<sup>3</sup> to make additional assessments to members should there be a deficiency in Trust assets to meet its liabilities. At this time management understands that *Primex*<sup>3</sup> 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

**Agency Deposits.** On September 24, 2013, the Agency entered into a fiscal sponsorship agreement with White Mountains Science, Inc. (WMSI), a non-exempt group who is currently seeking charitable, nonprofit status with the Internal Revenue Service. According to the agreement, the Agency's role as the fiscal sponsor is to receive and disburse funds for the project in a timely manner and to maintain prudent and accurate records of all transactions as required by the State of New Hampshire and the Internal Revenue Service. Any and all disbursements to the non-exempt group are at the discretion of the fiscal sponsor. The role of the non-exempt group is to request funds or reimbursement of funds from the fiscal sponsor in a timely manner in order to conduct the business activities of WMSI. Agency deposits as of June 30, 2015 and 2014 represent the net of amounts received and disbursed to or on behalf of WMSI.

**Line of Credit.** During fiscal years ended June 30, 2015 and 2014, 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, 2015 and 2014 were \$31,500 and zero respectively.

**Long-Term Liabilities.** The Agency's long-term liability as of June 30, 2015 and 2014 is comprised of a mortgage note due to the Farmers Home Administration with interest at 6.00% per annum; monthly payments of \$1,884 are due through July 6, 2020. The note is secured by substantially all assets of the Agency. Aggregate principal maturities required on long-term debt as of June 30, 2015 and 2014 were as follows:

<u>Year Ending June 30</u>	<u>2015</u>	<u>2014</u>
2015	\$ -	\$ 16,142
2016	17,138	17,138
2017	18,197	18,197
2018	19,320	19,320
2019	20,513	20,513
2020-21	23,655	23,655
	<u>\$ 98,823</u>	<u>\$ 114,965</u>

NORTH COUNTRY EDUCATION SERVICES AGENCY

Notes to Financial Statements

June 30, 2015 and 2014

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

NHRS is divided into two membership groups. By statute, Group I (employee and teacher) members contribute 7% of their salary to NHRS. Group II (police & fire) members contribute 11.5% and 11.8% respectively. While member rates are set by statute, employer rates are set by the NHRS Board of Trustees every two years after a biennial actuarial valuation is conducted using the *Entry Age Normal* actuarial method. Employer contributions are assessed at five different rates, one each for state employees, political subdivisions employees, teachers, police and fire. NHRS employers are required by the New Hampshire Constitution to pay 100% of the actuarial sound employer contribution rate as certified by the NHRS Board of Trustees to fully fund the pension plan and to pay down the retirement system's unfunded actuarial accrued liability over a closed amortization period. Currently, employer contribution rates for the period July 1, 2015 through June 30, 2015 are as follows:

Group I		Group II	
Employees	10.77%	Police	25.30%
Teachers	14.16%	Fire	27.74%

In fiscal year 2015, NHRS implemented the provisions of GASB Statement No. 67, Financial Reporting for Pension Plans — an Amendment of GASB Statement No. 25 (GASB 67). GASB 67 supersedes the requirements of GASB Statements No. 25, Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans, and No. 50, Pension Disclosures. For cost-sharing multiple-employer defined benefit pension plans, GASB 67 requires disclosures of total pension liability, fiduciary net position, net pension liability, and annual money-weighted rate of return on plan investments, among other disclosures. GASB 67 requires the net pension liability to be measured as the total pension liability, less the amount of the pension plan's fiduciary net position. GASB 67 also revises reporting requirements for required supplementary information to include, among other information, trend information regarding (1) components and sources of changes in the net pension liability, and related ratios; (2) actuarially and contractually determined contributions of employer contributing entities; and (3) the annual money-weighted rate of return on plan investments. 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

**NORTH COUNTRY EDUCATION SERVICES AGENCY**

*Notes to Financial Statements*

June 30, 2015 and 2014

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> .

In fiscal year 2015, the Agency implemented 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. 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.

*Contingency for unfunded pension obligations.* Selected information from NHRS’s audited financial statements and cost-sharing schedules that is specific to the Agency is as follows:

	<b>As of and for the years ended</b>	
	<b>June 30,</b>	
	<b>2014</b>	<b>2013</b>
Proportionate share	0.03000652%	0.03138606%
Employer contribution	\$ 97,348	\$ 78,043
Net Pension Liability	\$ 1,126,320	\$ 1,350,788
Deferred inflows of resources:		
Net difference between projected and actual investment earnings on pension plan investments	144,114	<i>base year</i>
Changes in proportion	48,784	<i>base year</i>
<i>Total deferred inflows of resources</i>	\$ 192,898	\$ -
Pension expense:		
Proportionate share of plan pension expense	76,366	<i>base year</i>
Net amortization of deferred amounts from changes in proportion	(10,588)	<i>base year</i>
<i>Total employer pension expense</i>	\$ 65,778	\$ -

This information should be read in conjunction with the audited actuarial reports presented by the NHRS. 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, 2015, 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. Any future obligations of the Agency to the NHRS will be paid by current appropriations as they become due.

**NORTH COUNTRY EDUCATION SERVICES AGENCY**

*Notes to Financial Statements*

June 30, 2015 and 2014

**NET ASSETS**

**Prior-period Adjustment and Unrestricted Deficit.** Net Assets at July 1, 2015 was restated to give retroactive effect to the following prior period adjustment:

<u>Adjustment</u>	
Increase in pension liability resulting from the implementation of GASB 68 - Agency share of NHRS Net Pension Liability as of July 1, 2013	\$ (1,350,788)
Net Assets, as previously reported	752,707
Net Assets, as restated	\$ (598,081)

This change, due the application of generally accepted accounting principles, which became effective for the fiscal year ended June 30, 2015, had no effect on prior-period net position as previously reported in the published Financial Statements. However, for consistency in these comparative financial statements, balances were restated as of July 1, 2013. The resulting unrestricted deficit net position will be funded by future operations in the accounting period for which NHRS contributions become due or if and when there is ever a need for NHRS to impose additional assessments as noted above.

**Temporarily Restricted Net Assets.**

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

	2015	2014
Distance Learning/Follet	\$ 25,065	\$ 40,717
Tillotson - NISL	2,000	17,178
Roy Foundation - Next Steps	4,242	5,000
NHCF Strategic Planning Grant	-	1,400
Film Festival	-	990
NH Center for Learning	2,700	-
Tillotson - North of the 44th	12,252	-
	\$ 46,259	\$ 65,285

*Restricted for Loan Guarantees.* In connection with its mortgage agreement to the Farmers Home Administration, the Agency has agreed to set aside \$188 monthly until a total reserve account balance amounting to \$22,608 has accumulated. When necessary, disbursements may be used for payments due on the note if sufficient funds are not available from the general accounts of the Agency. In addition, with the prior written consent of the U.S. Government, funds may also be withdrawn for paying the cost of repairing or replacing any damage to the mortgaged facilities which may have been caused by catastrophe, or for making extensions or improvements to the facility. In the event of any withdrawals, the Agency is obligated to resume monthly payments to the account as indicated above until the \$22,608 has again accumulated. Reserve for loan guarantees as of June 30, 2015 and 2014 amounted to \$22,608 and \$22,608

NORTH COUNTRY EDUCATION SERVICES AGENCY

*Notes to Financial Statements*

June 30, 2015 and 2014

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respectively.

**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.



EXECUTIVE BOARD OF DIRECTORS  
FY 2016 – 2017

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Alternate: **Dr. Cynthia Martindill**, *Member at Large*

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lynn Tilden	Student Assistance Coordinator	35,000	87%	30,000
Nick Nelsen	Student Assistance Coordinator	25,000	40%	10,000
Sean OBrien	Executive Director/ SAP Supervisor	50,000	27.5 %	17,500

**E D U C A T I O N**

**Bachelors of Science, Health Science**

Keene State College, Keene NH

Major: Health Science Specialization in Behavior

Minor: Psychology

**Q U A L I F I C A T I O N S :**

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

**W O R K E X P E R I E N C E :**

**Kennett High School**

Student Assistant Provider [February 2016- Present]

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

**Lisbon Regional School**

Student Assistant Provider [Fall 2015- Present]

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

**Adapt Adventure Summer Camp**

Lead Counselor [Summer 2011-2013]

Adventure Program Director [Summer 2014- Present]

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

## DRUG PREVENTION EXPERIENCE

- **Wilderness Youth Leadership Development**
  - Co-facilitating different backpacking trips throughout NH with high school students
  - Co-facilitating activities such as rock climbing, white water rafting, and zip-lining
- **Youth Leadership Through Adventure**
  - Co-facilitating different school climate workshops
  - Facilitating different activities based around leadership, communication, team building and goal setting
  - The advisor at two schools for Youth Leadership Through Adventure
- **High School Leadership Conference**
  - Organizing and developing a schedule for the conference
  - Implementing different leadership workshops
  - Managing over 100 students throughout the course of a week-end
  - Applying the fitted youth leaders to co-facilitate the conference
- **Leadership Club Middle and High School**
  - Designed and implemented a guide to hold a chem. free leadership club
  - Applied fitted youth leaders to facilitate the group
  - Provided youth leaders with workshops and activities to help school climate
  - Successfully ran school climate workshops

## INTERPERSONAL SKILLS

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

## CLUBS & ORGANIZATIONS

- **Phi Sigma Sigma Fraternity**
  - Phi Sigma Sigma is a Fraternity at Keene State that constantly employs opportunities for young ladies to give back to the local and national community by holding different fundraisers for the Phi Sigma Sigma Foundation. The foundation then helps school and college readiness to different schools and students through scholarships and educational grants. The Fraternity's core values are lifelong learning, and leadership through service.
  - [www.phisigmastigma.org](http://www.phisigmastigma.org)
- **National Panhellenic Conference**
  - Promotes values and ethics in women's fraternities and encourages all members to be active and responsible leaders in their respective communities. At Keene State the National Panhellenic holds all sororities and fraternities responsible for their actions and promotes healthy living throughout the Greek community.

## LEADERSHIP

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

## REFERENCES

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

# Nick Nelson

## **EDUCATION:**

- American Mountain Guides Association, Rock Guide Course North Conway NH, August 2015
- Project SUCCESS Counselor Training, led by Ellen Moorehouse, August 2013
- American Mountain Guides Association, SPI Course North Conway NH, May 2012
- Plymouth State University B.S. Adventure Education, Cum Laude, May 2012
- SOLO Wilderness First Responder, November 2010
- Hawk Mountain Search & Rescue School, NFPA 1006 Standards Rope Rescue Technician III Training
- University of New Hampshire/McGregor Memorial Institute of EMS, National Registry EMT-Basic, May 2008
- Pennsylvania Fire Academy, Rigging for Rope Rescue, July 2006

## **PROFFESIONAL EXPERIENCE:**

**Teaching Lecturer, Plymouth State University, Plymouth NH, August 2015-Present**

*Duties include:*

- Create and deliver curricula in the department of Adventure Education

**Field Programs Coordinator, North Country Health Consortium, Littleton NH, August 2015-Present**

*Duties include:*

- Co-Facilitate the Regional Youth Leadership Through Adventure group
- Co-manage planning and logistics for regional leadership conferences
- Conduct trainings in experiential programming related to substance misuse prevention to counselors, teachers, and school administration

**Project SUCCESS Counselor/Classroom Teacher, Lin-Wood Public School, Lincoln NH, August 2013-Present**

*Duties include:*

- Facilitate Lin-Wood Youth Leadership Through Adventure Group
- Teach Project Venture class for students in grades 9-12, an experiential/service learning class
- Deliver the Project SUCCESS model with high fidelity to students grades 6-12

**Experiential Programs Coordinator, ADAPT Inc., Lincoln NH, August 2013-Present**

*Duties include:*

- Coordinate experiential substance abuse prevention programming such as conferences, trainings, and wilderness expeditions

**Climbing Coach, The White Mountain School, Bethlehem NH, January 2012-Present**

*Duties include:*

- Instruct Advanced Rock Climbing class
- Instruct Ice Climbing class
- Co-Manage The White Mountain School Rock Climbing gym

**Senior Zipline Guide/Team Leader, Alpine Adventures LLC, Lincoln NH, June 2011-Present**

*Duties include:*

- Inspect course attributes such as ziplines, ground/tree anchors, tree and elevated platforms, and cable/rope bridges
- Guide trips of up to 13 participants as a member of a 3-4 guide crew
- Perform rescues and pick-offs as necessary
- Maintain and construct trail systems, bridges, and necessary drainage systems
- Member of safety committee for action planning of solutions to accommodate objective and subjective hazards
- Train new hires in hard and soft skills associated with the duties of a basic zipline guide
- Instruct advanced rope rescue course for returning guides

**Contracted Instructor, New Hampton School, New Hampton NH, May 2011-April 2013**

*Duties include:*

- Manage and adapt route plan for five day backpacking trips
- Instruct basic backpacking and backcountry skills such as camping, LTN ethics, cooking, navigation.
- Manage group of eight NHS students and NHS chaperone
- Identify and manage objective and subjective risks and perform backcountry emergency medicine as necessary

**Transport EMT, Wentworth-Douglas Hospital, Dover NH, September 2008-February 2010**

*Duties include:*

- Member of first response team for cardio/airway emergencies
- Perform Basic Life Saving procedures and administer ECGs as necessary, requiring experience and knowledge in emergency medical procedures and practicum
- Transport patients, equipment, and lab specimens throughout facility
- Maintain floor IV/Pole stock, Boot Pump stock, and general floor patient transport stock

**Special Instructor**, Hawk Mountain Search & Rescue School, Kempton PA, July 2004-July 2009

*Duties include:*

- Instructor for Advanced and Special Advanced Courses. Topics include: Rope Rescue, Rock Climbing, Wilderness Survival, Ground Search and Rescue Theory and Method, Wilderness Medicine
- Manage up to 60 students in a wilderness setting requiring personnel and logistical management skills

**SPECIAL EXPERIENCE:**

16 years – Backpacking  
11 years – Teaching & Facilitation  
10 years – Top Rope Rock Climbing  
8 years – Sport Lead Rock Climbing  
7 years – Traditional Lead Rock Climbing  
7 years – Ice & Mixed Climbing

**REFERENCES:**

Dr. Christian Bisson, Plymouth State University  
cbisson1@plymouth.edu

Jaime Pollitte, former Director of Outdoor Education, The White Mountain School  
jaimep@mountainmadness.com

Theodore Teegarden, Director of Outdoor Education, Assistant Dean of Students, The White Mountain School  
ted.teegarden@whitemountain.org

Sean O'Brien, Executive Director, ADAPT Inc.  
sobrien@lin-wood.org

# Sean Patrick O'Brien

~STUDENT-FOCUSED EDUCATOR, FACILITATOR & Director~

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

-Wendy Hamill, Guidance Director Lin-Wood Public School

## INTRODUCTION

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

## EDUCATION & CERTIFICATIONS

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

Plymouth, NH

## PROFESSIONAL EXPERIENCE

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

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

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

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

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

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

**Instructor Plymouth State University**

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

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

**Experiential Programs Coordinator**

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

**Natural Highs Indoor Climbing Gym ~ North Woodstock, NH** 2006-2010

**Owner/General Manager**

Marketing, training staff, scheduling, payroll, Purchasing and maintenance of equipment.

**A.D.A.P.T., Inc. ~ Lincoln, NH** 1992-1999

**Positive Youth Development specialist**

Programming, planning and organizing field trips, mentoring, designing and building of a challenge course. Working with children in grades 1-12 by developing and offering a unique after school and summer adventure program.

### **Additional Relevant Training**

#### **Skills/Training/Certification:**

Supervision

Grant writing

Collaboration

Innovative programming

Excellent communication and writing skills.

Proficient with Microsoft Word, Microsoft Excel and Power point

Able to work independently and under pressure also.

Coalition Building

Strategic Planning

Smoking Cessation (N-O-T) Not on Tobacco certified facilitator

Certified Drug and Alcohol Prevention Specialist

EBI Project SUCCESS certified facilitator

EBI CMCA certified facilitator and Trainer

EBI Prime for Life! Under 21 Risk reduction curriculum certified facilitator

EBI Botvin's Life Skills curriculum certified facilitator

EBI Reconnecting Youth certified facilitator

EBI Project Alert curriculum certified facilitator

EBI Project Venture certified facilitator and Trainer

MET/CBT (Motivational Enhancement Therapy/ Cognitive behavioral Therapy) certified facilitator

GAIN (Global Appraisal of Individual Needs) Screening and Assessment tool. Project Advanced Group

Facilitation Skills

#### **New England Institute of Addiction Studies Courses Completed:**

Adolescent Brain Development

Environmental Prevention Strategies

Prevention for the 18-25 year old population

Skills for the Student Assistance Person

Substance Abuse Prevention Specialist

Getting to Outcomes Plus

Community based Prevention using simple, low cost, evidence-based kernels and behavior vaccines

Implementing Culturally Competent Prevention Programs

**Masters Level Courses taken:**

Project Venture Training (Certified Trainer)

Achieving Fitness: An Adventure Approach

Adventure Approach to Teaching health and Wellness

Experiential Education Approach to bullying & Conflict Resolution

Debriefing & Processing Tools

Adventure with Youth At-Risk

Youth Leadership Institute (Certified Trainer)

Engaging Activities for Social and Emotional Learning

Subject: Student Assistance Program

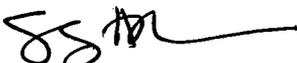
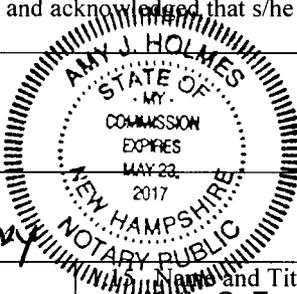
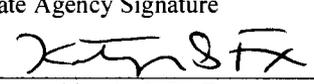
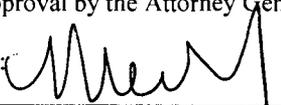
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division of Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name North Country Health Consortium		1.4 Contractor Address 262 Cottage St., Suite 230 Littleton,, NH 03561	
1.5 Contractor Phone Number 603-259-3700	1.6 Account Number 05-95-49-491510-2407-102-500731	1.7 Completion Date 6/30/2018	1.8 Price Limitation \$200,000
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Nancy Frank Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Grafton</u> On <u>6/27/16</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 <u>Amy J Holmes, Notary</u>			
1.14 State Agency Signature 		Name and Title of State Agency Signatory <u>Katja S. Fox</u> 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>7/8/14</u> <u>Megan A. York - Attorney</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.

Contractor Initials   NF    
Date   6/27/16



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## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor will address underage drinking among persons aged 12 to 20, and prescription drug misuse and abuse and illicit opioid misuse and abuse among persons aged 12 to 25, and for 'high need, high risk' populations in the Berlin High School, the North Country Charter Academy, and towns within the school districts.

### 2. Definitions

- 2.1. AlcoholEdu for College - AlcoholEdu for College is an interactive online program designed to reduce the negative consequences of alcohol amongst students. More information can be found at the following link: <https://everfi.com/higher-education/alcoholedu/>
- 2.2. Environmental Strategies – Environmental Strategies work is done at the community (school, town, state etc.) level that creates shifts in attitudes, perceptions, policies and culture toward healthier lifestyles. This broad work is effective at creating population level changes. This kind of work supports the ideas that help people live in healthy communities and that healthy communities support the health and wellbeing of their citizens.
- 2.3. Evidence-Based Prevention Services –According to the Substance Abuse and Mental Health Services Administration Evidence-based prevention refers to a set of prevention activities that evaluation research has shown to be effective in producing positive outcomes. <http://captus.samhsa.gov/prevention-practice/defining-evidence-based>.
- 2.4. 'High need, high risk' populations are local communities (cities/towns/schools/college campuses) that show that their population's prevalence rates for alcohol and/or other drugs misuse are higher than the New Hampshire's state average prevalence rates. Vendors shall demonstrate 'high need, high risk' populations by using the prevalence rate data from the 2013 or 2015 Youth Risk Behavior Survey (YRBS) or the 2014 National Survey on Drug Use and Health (NSDUH) reports or similar data.
- 2.5. Learning Collaborative - A Learning Collaborative is a teaching model that focuses on adoption of best practices in diverse service settings and emphasizes adult learning principles, interactive training methods, and skill-focused learning in the transfer of knowledge and skills among participants.
- 2.6. National Survey on Drug Use and Health (NSDUH) - NSDUH reports high risk behavior for individuals 12 and over. More information can be found at the following link: <https://nsduhweb.rti.org/respweb/homepage.cfm>



Exhibit A

- 2.7. Partnership for Success- Partnership for Success is a federal grant that provides funding for services to communities that have the highest risk and prevalence of substance use among individuals 12 to 25.
- 2.8. Project Alert – Project alert is an evidenced based curriculum that addresses the pro-drug mindset of today’s teens and effectively increases their likelihood to remain drug-free. More information can be found at the following link: <http://www.projectalert.com/>
- 2.9. Project Success - Project Success is a student assistance program which is endorsed by the Substance Abuse and Mental Health Services Administration as an Evidenced-Based prevention program. Project Success is implemented by specially trained student assistance counselors who are imbedded in schools 2-5 days/week. It is a research-based program that uses interventions that are effective in reducing risk factors and enhancing protective factors. More information can be found at the following link: <http://www.sascorp.org/success.html>
- 2.10. Youth Risk Behavior Survey (YRBS) - YRBS reports high-risk behaviors for students in middle and high schools for grades 6 to 12. The YRBS survey is the a collaboration between the Centers for Disease Control and Prevention (CDC), the New Hampshire Department of Education, and the New Hampshire Department of Public Health. More information can be found at the following link: <https://wisdom.dhhs.nh.gov/wisdom/>

### 3. Scope of Services

- 3.1. The Contractor will be responsible for the Student Assistant Program activities as follows:
  - 3.1.1. Screen individuals who are referred to the program, using the guidance provided by the Department, and using an evidenced based screening tool that must include an assessment of the individual, family, substance use issues, and if a referral to treatment is appropriate. For a list of potential tools, go to NAMI-NH’s recommendations at: [www.naminh.org/uploads/NAMIREclaimingOurFuture.pdf](http://www.naminh.org/uploads/NAMIREclaimingOurFuture.pdf)
  - 3.1.2. Submit for Department approval within thirty (30) days of the contract effective date, the evidenced based screening tool to be used.
  - 3.1.3. Refer individuals to community treatment providers, as appropriate.
  - 3.1.4. Conduct individual support sessions as needed with the purpose of crisis intervention or to motivate students in participating in groups modeled after Project Success.
  - 3.1.5. Conduct individual sessions as needed to assist students in:
    - 3.1.5.1. Identifying and resisting social and situational pressures to use substances.
    - 3.1.5.2. Correcting misperceptions about the prevalence and acceptability of substance use.
    - 3.1.5.3. Focusing on the personal consequences of substance use.
    - 3.1.5.4. Teaching and providing opportunities to practice resistance and coping skills.
    - 3.1.5.5. Identifying barriers to using the newly developed skills or adopting healthy



Exhibit A

attitudes.

- 3.1.6. Conduct the Newcomers Group, the Children of Substance Abusing 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 including but not limited to:
  - 3.1.6.1. Alcohol and other Drug Assessment Education Group
  - 3.1.6.2. Sibling Group
  - 3.1.6.3. Non-Users Group
  - 3.1.6.4. Parents, Peers, and Partying Group
  - 3.1.6.5. Users Group
  - 3.1.6.6. Users/Children of Substance Abusing Parents Group
  - 3.1.6.7. Recovery Group.
- 3.1.7. Provide Parent Education regarding prescription drug misuse, underage drinking and binge drinking, within the school and community.
- 3.1.8. Provide alcohol and other drug prevention education, when an applicant is a middle school or high school, using an evidence based curriculum such as Project Alert, during seventh and ninth grade transitional years that includes, but is not limited to:
  - 3.1.8.1. Adolescent alcohol, tobacco and other drug information.
  - 3.1.8.2. Family Dynamics and pressures.
  - 3.1.8.3. Skills for coping with stress and life pressure.
- 3.1.9. Submit to the Department for approval within thirty (30) days of the contract effective date, the evidence-based curriculum that will be used to meet the requirements in Section .3.1.8.
- 3.1.10. Conducting a minimum of three (3) school/community centered environmental strategies (See Section 2, Request for Application Terminology) that broadly reach populations within the school and community and focus on alcohol and other drug prevention messaging which can include utilizing existing groups and programs, as appropriate, to meet this requirement.
- 3.1.11. 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 such as Facebook, Instagram etc. with Department identified organizations such as the Partnership for a Drug Free NH.
- 3.1.12. Use a survey provided by the Department to conduct pre- and post-surveys of students in grades 7 through 12, who receive student assistance program services through group education such as those listed in Section 3.1.6. The Applicant will conduct pre survey of students at the start of the group education program and post



Exhibit A

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survey of the same students who completed the group education program.

- 3.1.13. Use the Youth Risk Behavior Survey, as provided by the Department, to conduct a survey of all students in grades 7 through 12 during the period of March through May of 2017.
- 3.1.14. Use a survey provided by the Department to conduct a survey of all students in grades 7 through 12, during the period of March through May of 2018.
- 3.1.15. Return the completed surveys in Sections 3.1.14 through 3.1.15 as instructed by the Department.
- 3.1.16. Evaluate the existing school policies on alcohol and other drugs in the first year of the contract and make improvements to the existing policies to those based on best practice and according to the recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment that can be found at the following link:  
<http://www.dhhs.nh.gov/dcbcs/bdas/documents/modelschoolpolicy.pdf>.
- 3.1.17. Implement the improvements to the alcohol and other drug school policies in Section 3.1.18 in year two of the Contract.
- 3.1.18. Participate in the Student Assistance Learning Collaborative and other mandatory trainings as identified by the Department.
- 3.1.19. Input data on a monthly or quarterly basis to an online database, as required by the Department, such as but not limited to:
  - 3.1.19.1. Number of students
  - 3.1.19.2. Demographic of students
  - 3.1.19.3. Number of environmental strategies
  - 3.1.19.4. Amount of funds received from other sources
- 3.1.20. Provide additional reports or data as required by the Department.
- 3.1.21. Allow a team authorized by the Department to meet with the applicant and staff on a quarterly basis or as needed to conduct a site visit. The Contractor shall:
  - 3.1.21.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 3.1.21.2. Ensure the Department is provided with access that includes but is not limited to:
    - 3.1.21.3. Data
    - 3.1.21.4. Financial records
    - 3.1.21.5. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
    - 3.1.21.6. Scheduled phone access to Contractor staff



Exhibit A

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- 3.1.21.7. Timely unscheduled phone response by Contractor principals and staff.
- 3.1.22. Provide a sustainability plan for continuation of the Student Assistance Program to the Department for review and approval 90 days before the contract end date. The sustainability plan must be made in collaboration with the region's Regional Public Health Network. For a list of Regional Public Health Network please refer to <http://www.dhhs.nh.gov/dcbcs/bdas/index.htm>
- 3.1.23. 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.
- 3.1.24. Maintain dedicated staff to provide the student assistance program that meets the following standards:
- 3.1.24.1. One fulltime equivalent (over 37.5 hours per week) staff person to every one thousand (1,000) students.
  - 3.1.24.2. For schools serving less than one thousand (1,000) students, the staff person must be available for a minimum of two days (at 7.5 hours per day) per week and cannot serve more than two (2) buildings or campuses.
  - 3.1.24.3. Staff shall obtain Certified Prevention Specialist status within one (1) year.
  - 3.1.24.4. Provide a non-federal 25% match, which is a non-federal share of costs that the applicant is required to contribute to accomplish the activities in this Request for Application. The match shall be non-federal cash and/or a non-monetary In-kind contribution of 25% of the total dollar amount awarded by the Department in the resulting contract. The purpose of the match is to ensure sustainability of the student assistant program beyond the life of the contract.
    - a. A cash match is defined as non-federal cash from the applicant's own funds or cash donations from non-federal third parties.
    - b. An In-kind non-federal match is defined as a non-monetary contribution of personnel, goods, or services purchased or received from non-federal sources:
    - c. 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. More information may be found at: <http://education.nh.gov/data/attendance.htm>
    - d. The Applicant shall report monthly the amount, type of match being provided, and the source of the match with invoicing.
    - e. The applicant cannot use other federal funds as a match.

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**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 Catalog of Federal Domestic Assistance (CFDA) #93.243, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration in providing services pursuant to Exhibit A, Scope of Services. 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, all-inclusive rate for actual hours worked only.
4. The Contractor shall be available to provide services identified in Exhibit A, Scope of Services, as needed.
5. Payment for services shall be processed as follows:
  - 5.1 The Contractor shall submit monthly invoices for reimbursement of actual hours worked during the month, for a total of twelve (12) invoices per year. The invoice shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 5.2 Invoices described in Exhibit B, Method and Condition Precedent to Payment, Section 5.1 and reports identified in Exhibit A, Scope of Services must be submitted to:

Attn: Financial Manager  
NH Department of Health and Human Services  
Bureau of Drug and Alcohol Services  
129 Pleasant St.  
Concord, NH 03301-3857
6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
10. The Contractor agrees to keep records of their activities related to Department programs and services.
11. The Contractor agrees not to use the funding in this Agreement to replace funding for a program already funded from another source.

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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.

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 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.



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.

3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

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

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*6/27/16*

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: North Country Health Consortium

6/27/16  
Date

  
Name: Nancy Frank  
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: North Country Health Consortium

6/27/16  
Date

Nancy Frank  
Name: Nancy Frank  
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



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: North Country Health Consortium

6/27/16  
Date

  
Name: Nancy Frank  
Title: Executive Director



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

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

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

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

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

*27*

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

Date

*6/27/16*

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: North Country Health Consortium

6/27/16  
Date

  
Name: Nancy Frank  
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

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**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: North Country Health Consortium

6/27/16  
Date

  
Name: Nancy Frank  
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.



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

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  6/27/16



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

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*6/27/16*



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.

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  6/27/16



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

7/5/16  
Date

North Country Health Consortium  
Name of the Contractor

Nancy Frank  
Signature of Authorized Representative

Nancy Frank  
Name of Authorized Representative

Executive Director  
Title of Authorized Representative

6/27/16  
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: North Country Health Consortium

6/27/16  
Date

  
Name: Nancy Frank  
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: 01-7711198
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: _____

# 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 formed October 5, 1998. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18<sup>th</sup> day of April A.D. 2016

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, Edward Shanshala, of North Country Health Consortium, do hereby certify that:

1. I am the duly elected President of North Country Health Consortium;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the North Country Health Consortium, in Minutes dated April 8, 2016;

*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. Nancy Frank is the Executive Director of the corporation.*

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of June 27, 2016.

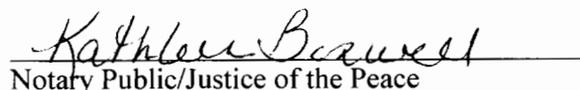
IN WITNESS WHEREOF, I have hereunto set my hand as the President of the North Country Health Consortium this 27<sup>th</sup> day of June 2016.



Edward Shanshala, President

STATE OF NEW HAMPSHIRE  
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of June 2016 by Edward Shanshala.



Notary Public/Justice of the Peace

My Commission Expires: **KATHLEEN BOSWELL, Notary Public**  
**My Commission Expires February 6, 2018**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/25/2016

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

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

<b>PRODUCER</b> Geo M Stevens & Son Co 149 Main Street  Lancaster NH 03584	<b>CONTACT NAME:</b> Patricia Emery <b>PHONE (A/C, No, Ext):</b> (603) 788-2555 <b>E-MAIL ADDRESS:</b> pemery@gms-ins.com		<b>FAX (A/C, No):</b> (603) 788-3901
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> North Country Health Consortium Inc 262 Cottage Street, Suite 230  Littleton NH 03561	<b>INSURER A:</b> Acadia Insurance Company		<b>NAIC #</b> 31325
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** CL162307176      **REVISION NUMBER:**

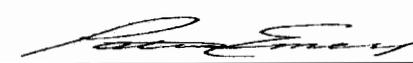
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPA 0238922 18	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CAA0238923-18	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist property \$ 25,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$		CUA 5178194-12	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	WCA0277380-17	1/1/2016	1/1/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Health Consortium  
 NH Worker's Compensation--Excluded officers are Ed Shanshala, Charles Cotton, Nancy Bishop  
 This certificate of insurance 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, terms, exclusions, and conditions afforded by the policy or policies referenced herein.

**CERTIFICATE HOLDER****CANCELLATION**

State of NH DHHS Bureau of Drug and Alcohol Services 129 Pleasant Street Concord, NH 03301-3852	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Patricia Emery/PBE 
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North Country Health Consortium Mission Statement:

***“To lead innovative collaboration to improve the health status of the region.”***

The North Country Health Consortium (NCHC) is a non-profit 501(c)3 rural health network, created in 1997, as a vehicle for addressing common issues through collaboration among health and human service providers serving Northern New Hampshire.

NCHC is engaged in activities for:

- Solving common problems and facilitating regional solutions
- Creating and facilitating services and programs to improve population health status
- Health professional training, continuing education and management services to encourage sustainability of the health care infrastructure
- Increasing capacity for local public health essential services
- Increasing access to health care for underserved and uninsured residents of Northern New Hampshire.

**A.M. PEISCH & COMPANY, LLP**

SINCE 1920

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

**CONSOLIDATED FINANCIAL STATEMENTS**

**SEPTEMBER 30, 2015 AND 2014**

**AMP**  
SINCE 1920

# A.M. PEISCH & COMPANY, LLP

CERTIFIED PUBLIC ACCOUNTANTS  
& BUSINESS CONSULTANTS

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of  
North Country Health Consortium, Inc. and Subsidiary  
Littleton, New Hampshire

### Report on the Financial Statements

We have audited the accompanying consolidated financial statements of North Country Health Consortium, Inc. (a nonprofit organization) and Subsidiary, which comprise the consolidated statements of financial position as of September 30, 2015 and 2014, 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 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 of 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 -

401 Water Tower Circle  
Suite 302  
Colchester, VT 05446  
(802) 654-7255

27 Center Street  
P. O. Box 326  
Rutland, VT 05702  
(802) 773-2721

181 North Main Street  
St. Albans, VT 05478  
(802) 527-0505

1020 Memorial Drive  
St. Johnsbury, VT 05819  
(802) 748-5654

57 Farmvu Drive  
White River Jct., VT 05001  
(802) 295-9349

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, 2015 and 2014, 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.

***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 Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Nonprofit Organizations*, 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 February 12, 2016 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 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 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.

*A.M. Peisch and Company, LLP*

St. Johnsbury, Vermont  
February 12, 2016  
VT Reg. No. 92-0000102

**NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY**  
**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**  
**SEPTEMBER 30, 2015 AND 2014**

ASSETS	2015	2014
<b>Current Assets</b>		
Cash and cash equivalents	\$ 912,270	\$ 835,671
Accounts receivable, net:		
Grants and contracts	188,257	155,441
Dental services	4,016	749
Certificates of deposit	124,509	87,420
Prepaid expenses	21,676	12,245
Restricted cash - ACO	76,701	199,144
<b>Total Current Assets</b>	<b>1,327,429</b>	<b>1,290,670</b>
<b>Property and Equipment:</b>		
Computers and equipment	72,057	61,777
Dental equipment	71,332	64,638
Furnitures and fixtures	32,257	32,257
Vehicles	18,677	18,677
Accumulated depreciation	(141,048)	(123,965)
<b>Property and equipment, net</b>	<b>53,275</b>	<b>53,384</b>
<b>Total Assets</b>	<b>\$ 1,380,704</b>	<b>\$ 1,344,054</b>
<b>LIABILITIES AND NET ASSETS</b>		
<b>Current Liabilities</b>		
Accounts payable	\$ 25,646	\$ 19,061
Accrued expenses	11,643	26,886
Accrued wages and related liabilities	71,980	71,098
Deferred revenue	212,362	232,862
Deferred revenue - ACO	74,810	199,144
<b>Total Current Liabilities</b>	<b>396,441</b>	<b>549,051</b>
<b>Total Liabilities</b>	<b>396,441</b>	<b>549,051</b>
<b>NET ASSETS</b>		
Unrestricted	984,263	795,003
<b>Total Net Assets</b>	<b>984,263</b>	<b>795,003</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ 1,380,704</b>	<b>\$ 1,344,054</b>

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, 2015 AND 2014**

	2015	2014
<b>Support:</b>		
Grant and contract revenue	<u>\$ 1,620,106</u>	<u>\$ 1,604,842</u>
<b>Revenue:</b>		
Dental patient revenue	136,687	104,353
Fees for programs and services	232,483	224,760
Interest income	2,683	15,662
Other income	1,164	7,360
Gain (loss) on sale of property and equipment	-	(1,500)
Donated services	9,113	-
Donated assets	-	9,000
Total Revenue	<u>382,130</u>	<u>359,635</u>
<b>Total Support and Revenue</b>	<u>2,002,236</u>	<u>1,964,477</u>
<b>Program Expenses:</b>		
Workforce	519,117	311,601
Public health	164,287	171,118
Molar	412,339	508,603
CSAP	429,079	456,306
North Country ACO	111,534	154,431
Total Program Expenses	<u>1,636,356</u>	<u>1,602,059</u>
Management and General	<u>176,620</u>	<u>210,376</u>
<b>Total Expenses</b>	<u>1,812,976</u>	<u>1,812,435</u>
Change in net assets	189,260	152,042
NET ASSETS, beginning of the year	<u>795,003</u>	<u>642,961</u>
NET ASSETS, end of year	<u>\$ 984,263</u>	<u>\$ 795,003</u>

See accompanying notes.

**NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY**  
**CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2015**

	Workforce	Public Health	Molar	CSAP	North Country ACO	Total Program	Management & General	Total
<b>Personnel:</b>								
Salaries	\$ 247,263	\$ 70,370	\$ 216,451	\$ 170,561	\$ 56,894	\$ 761,539	\$ 72,486	\$ 834,025
Payroll taxes and employee benefits	42,099	11,979	39,915	31,616	10,651	136,260	18,610	154,870
Subtotal	<u>289,362</u>	<u>82,349</u>	<u>256,366</u>	<u>202,177</u>	<u>67,545</u>	<u>897,799</u>	<u>91,096</u>	<u>988,895</u>
<b>Site Expenses:</b>								
Computer supplies	11,553	1,498	6,721	4,253	1,412	25,437	2,131	27,568
Medical and pharmacy supplies	113,154	62,978	93,404	117,137	30	386,703	5,118	391,821
Office supplies	7,583	3,837	2,269	11,094	340	25,123	3,986	29,109
Subtotal	<u>132,290</u>	<u>68,313</u>	<u>102,394</u>	<u>132,484</u>	<u>1,782</u>	<u>437,263</u>	<u>11,235</u>	<u>448,498</u>
<b>General:</b>								
Bad debts	-	-	4,551	-	-	4,551	-	4,551
Depreciation	-	-	7,985	-	-	7,985	9,099	17,084
Dues and memberships	1,644	-	250	350	102	2,346	6,890	9,236
Education and training	339	9	65	14,161	3	14,577	7,073	21,650
Equipment and maintenance	3,996	130	881	-	-	5,007	222	5,229
Rent and occupancy	17,328	4,827	16,048	13,012	4,125	55,340	6,962	62,302
Insurance	1,275	822	1,770	935	268	5,070	3,748	8,818
Miscellaneous	10,282	-	311	350	-	10,943	757	11,700
Data collection contract	-	-	-	-	21,953	21,953	-	21,953
Payroll processing fees	-	-	-	25	-	25	3,618	3,643
Postage	443	130	633	370	153	1,729	529	2,258
Printing	3,900	1,229	2,396	1,275	333	9,133	1,257	10,390
Professional fees	4,972	1,486	7,783	4,639	13,260	32,140	21,409	53,549
Training fees and supplies	38,214	1,885	41	43,507	1	83,648	3,539	87,187
Travel	14,208	2,071	5,046	14,293	1,842	37,460	7,857	45,317
Telephone	864	1,036	2,003	1,501	167	5,571	1,329	6,900
Vehicle expense	-	-	3,816	-	-	3,816	-	3,816
Subtotal	<u>97,465</u>	<u>13,625</u>	<u>53,579</u>	<u>94,418</u>	<u>42,207</u>	<u>301,294</u>	<u>74,289</u>	<u>375,583</u>
Total expenses	\$ <u>519,117</u>	\$ <u>164,287</u>	\$ <u>412,339</u>	\$ <u>429,079</u>	\$ <u>111,534</u>	\$ <u>1,636,356</u>	\$ <u>176,620</u>	\$ <u>1,812,976</u>

See accompanying notes.

**NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY**  
**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2014**

	Workforce	Public Health	Molar	CSAP	North Country ACO	Total Program	Management & General	Total
<b>Personnel:</b>								
Salaries	\$ 166,830	\$ 63,238	\$ 221,184	\$ 166,227	\$ 84,411	\$ 701,890	107,165	\$ 809,055
Payroll taxes and employee benefits	30,591	14,514	44,790	33,293	19,134	142,322	21,238	163,560
Subtotal	<u>197,421</u>	<u>77,752</u>	<u>265,974</u>	<u>199,520</u>	<u>103,545</u>	<u>844,212</u>	<u>128,403</u>	<u>972,615</u>
<b>Site Expenses:</b>								
Computer supplies	3,572	1,917	7,304	4,185	2,642	19,620	3,131	22,751
Medical and pharmacy supplies	54,814	69,406	182,257	104,667	82	411,226	552	411,778
Office supplies	12,033	5,605	5,751	20,072	1,285	44,746	4,452	49,198
Subtotal	<u>70,419</u>	<u>76,928</u>	<u>195,312</u>	<u>128,924</u>	<u>4,009</u>	<u>475,592</u>	<u>8,135</u>	<u>483,727</u>
<b>General:</b>								
Bad debt (recovery)	-	-	(3,365)	-	-	(3,365)	(1,695)	(5,060)
Depreciation	-	-	4,650	-	-	4,650	11,615	16,265
Dues and memberships	310	-	235	-	23	568	6,860	7,428
Education and training	3,658	105	2,731	1,481	1,485	9,460	5,654	15,114
Dental Equipment	-	-	1,199	-	-	1,199	1,192	2,391
Equipment	-	-	670	50	-	720	195	915
Rent, housing, and occupancy	9,356	3,945	13,237	9,535	4,695	40,768	18,904	59,672
Insurance	581	760	1,291	698	405	3,735	3,936	7,671
Miscellaneous	8,978	-	2,439	6,960	26,662	45,039	1,085	46,124
Data collection contract	-	-	-	-	-	-	-	-
Payroll processing fees	-	-	-	-	-	-	3,788	3,788
Postage	374	207	812	441	302	2,136	486	2,622
Printing	1,392	771	3,609	1,062	663	7,497	1,188	8,685
Professional fees	3,504	2,051	5,560	5,598	4,039	20,752	12,895	33,647
Training fees and supplies	6,438	290	752	79,769	-	87,249	3,079	90,328
Travel	8,594	7,243	6,325	20,871	8,222	51,255	4,125	55,380
Telephone	576	1,066	2,929	1,397	381	6,349	531	6,880
Vehicle expense	-	-	4,243	-	-	4,243	-	4,243
Subtotal	<u>43,761</u>	<u>16,438</u>	<u>47,317</u>	<u>127,862</u>	<u>46,877</u>	<u>282,255</u>	<u>73,838</u>	<u>356,093</u>
<b>Total expenses</b>	<b>\$ 311,601</b>	<b>\$ 171,118</b>	<b>\$ 508,603</b>	<b>\$ 456,306</b>	<b>\$ 154,431</b>	<b>\$ 1,602,059</b>	<b>\$ 210,376</b>	<b>\$ 1,812,435</b>

See accompanying notes.

**NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED SEPTEMBER 30, 2015 AND 2014**

	2015	2014
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 189,260	\$ 152,042
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	17,084	16,265
Bad debt expense (recovery)	4,551	(5,060)
(Gain)/loss on sale of property and equipment	-	1,500
(Increase) decrease in operating assets:		
Accounts receivable - Grants and contracts	(32,816)	10,906
Accounts receivable - Dental services	(7,818)	7,137
Prepaid expenses	(9,431)	(4,253)
Restricted cash - ACO	122,443	55,640
Increase (decrease) in operating liabilities:		
Accounts payable	6,585	(24,187)
Accrued expenses	(15,243)	23,540
Accrued wages	882	15,989
Cash in trust - ACO	-	(120,931)
Deferred revenue	(20,500)	33,245
Deferred revenue - ACO	(124,334)	65,291
Net cash provided by operating activities	<u>130,663</u>	<u>227,124</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchases of certificates of deposit	(61,497)	(26,391)
Maturities of certificates of deposit	24,408	24,307
Purchases of property and equipment	(16,975)	(26,235)
Proceeds from sale of property and equipment	-	1,281
Net cash used by investing activities	<u>(54,064)</u>	<u>(27,038)</u>
Net increase in cash and cash equivalents	76,599	200,086
Beginning cash and cash equivalents	<u>835,671</u>	<u>635,585</u>
Ending cash and cash equivalents	<u>\$ 912,270</u>	<u>\$ 835,671</u>

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. North Country ACO members participate in the Medicare Shared Savings Program to pay for services to Medicare beneficiaries. North Country ACO performs administration and manages the distribution of funds to participants using a patient based model. Medicare payments ceased as of June 30, 2014, and the Board elected to redirect the remaining funds to support the core operations of the ACO through December 31, 2015. After this date, the Entity will be inactive.

The Organization's primary programs are as follows:

*Network and Workforce Activities* – To provide workforce education programs and promote oral health initiatives for the Organization's dental services.

*Public Health and CSAP* – To conduct community substance abuse prevention activities, coordination of public health networks, and promote community emergency response plan.

*Dental Services and Molar* – To sustain a program offering oral health services for children and low income adults in Northern New Hampshire.

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

#### 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 significant inter-company transactions and balances have been eliminated in consolidation.

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

### **Use of estimates**

In preparing the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### **Concentration of risk**

The Organization's operations are affected by various risk factors, including credit risk and risk from geographic concentration and concentrations of funding sources. Management attempts to manage risk by obtaining and maintaining revenue funding from a variety of sources. A substantial portion of the Organization's activities are funded through grants and contracts with private and 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.

### **Agency transactions**

North Country ACO receives funding from Medicare that is collected and subsequently disbursed to member health centers. There were no such transactions for the year ended September 30, 2015.

For the first nine months of the year ended September 30, 2014, Medicare provided funds of \$5.13 per month per qualifying patient for each member health center. Funding expired as of June 30, 2014. Amounts received aggregated \$268,386 as of September 30, 2014.

For the year ended September 30, 2014, \$6 per month per qualifying patient was disbursed to the member health care centers through June 30, 2014 for a total disbursement of \$309,528. The difference between what was paid to the centers and what was received came out of deferred revenue. The payment of \$309,528 and the related cash receipts are classified as agency transactions as they arose from the collection of cash for the benefit of another party and, therefore, are not recorded as revenue or expenses on the Organization's books.

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

**Cash and cash equivalents**

For purposes of the statement of cash flows, the Organization considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

**Restricted cash - ACO**

Restricted cash – ACO consists of advanced funding received from Medicare to be used for the development of systems to improve care coordination, technical improvements, data collection coordination, and promote cost saving. For the years ending September 30, 2015 and 2014, these amounts were \$74,810 and \$199,144, respectively.

**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 circumstance 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 dental service of \$8,752 and \$4,200 as of September 30, 2015 and 2014, and an allowance for doubtful accounts for grants and contracts of \$0 as of September 30, 2015 and 2014. 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 with two financial institutions. These certificates carry original terms of 12 months to 24 months, have interest rates ranging from 0.25% to .45%, and mature at various dates through September 2016. All certificates are fully insured by the FDIC.

**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 amounts over \$2,500. Lesser amounts are generally expensed. Purchased property and equipment is capitalized at cost.

Property and equipment are depreciated using the straight-line method using the following ranges of estimated useful lives:

Computers and Equipment	3-7 years
Dental equipment	5-7 years
Furniture and fixtures	5-7 years
Vehicles	5 years

Depreciation expense totaled \$17,084 and \$16,265 for the years ended September 30, 2015 and 2014, respectively.

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

### **Deferred revenue**

Deferred revenue is related to advance payments on grants or advance billings relative to anticipated expenses or events in future periods. The revenue is realized when the expenses are incurred or as services are provided in the period earned.

### **Deferred revenue – ACO**

Deferred revenue – ACO consists of monies received from Medicare that are applicable to initial funding that are to be used for the purpose of the ACO infrastructure and administration. Revenue is to be recognized as qualified costs are incurred.

### **Net assets**

The Organization is required to report information regarding its financial position and activity according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

*Unrestricted net assets* – consist of unrestricted amounts that are available for use in carrying out the mission of the Organization.

*Temporarily restricted net assets* – consist of those amounts that are donor restricted for a specific purpose. When a donor restriction expires, either by the passage of a stipulated time restriction or by the accomplishment of a specific purpose restriction, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization has elected, however, to show those restricted contributions whose restrictions are met in the same reporting period as they are received as unrestricted support. The Organization had no temporarily restricted net assets at September 30, 2015 and 2014.

*Permanently restricted net assets* – result from contributions from donors who place restrictions on the use of donated funds mandating that the original principal remain invested in perpetuity. The Organization had no permanently restricted net assets at September 30, 2015 and 2014.

### **Income taxes**

The Organization and the ACO are exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and are not classified as private foundations. 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. The Organization is not aware of any such uncertain tax positions. The tax years ending September 30, 2012 through 2015 are still open to audit.

### **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.

**Note 2. Cash Concentrations**

The Organization maintains bank account balances which, at times, may exceed federally insured limits. The Organization has not experienced any losses with these accounts, and management believes the Organization is not exposed to significant credit risk on cash as of September 30, 2015 and 2014.

The Organization attempts to manage credit risk relative to cash concentrations by utilizing "sweep" accounts. The Organization maintains ICS Sweep accounts that invest cash balances in other financial institutions at amounts that do not exceed FDIC insurable limits. All cash at these institutions is held in interest-bearing money market accounts. Interest rates on these balances were .05% as of September 30, 2015.

**Note 3. Donated Services**

For the year ending September 30, 2015, the subsidiary recorded contribution revenue totaling \$9,113 as a result of donated legal services. The contribution revenue was recorded at fair market value.

**Note 4. Operating Leases**

The Organization leases office space in Littleton, NH under a three year operating lease that expires in April 2017. The Organization has the option to renew the lease for two additional years.

Future minimum rental payments under lease commitments are as follows:

Year Ended September 30,

2016	\$	57,663
2017		34,218
Thereafter		<u>-</u>
	\$	<u>91,881</u>

Lease expense for the aforementioned leases was \$60,777 and \$57,534 for the years ended September 30, 2015 and 2014, respectively.

**Note 5. Related Party Transactions**

A majority of the Organization's members and the Organization are also members of a Limited Liability Company. There were no transactions between the Limited Liability Company and the Organization's members in 2015 and 2014.

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 \$144,561 and \$214,401 for the years ended September 30, 2015 and 2014, respectively. Outstanding amounts due to these organizations as of September 30, 2015 and 2014 amounted to \$3,200 and \$0, respectively. Outstanding amounts due from these organizations as of September 30, 2015 and 2014 amounted to \$5,844 and \$8,160, respectively.

**Note 6. Retirement Plan**

The Organization offers a defined contribution savings and investment plan (the Plan) under section 403(b) of the Internal Revenue Code. The Plan is available to all employees who are 21 years of age or older. There is no service requirement to participate in the Plan. Employee contributions are permitted and are subject to IRS limitations. Monthly employer contributions are \$50 for each part-time employee and \$100 for each full-time employee. Employer contributions for the years ended September 30, 2015 and 2014 were \$14,570 and \$16,436, respectively.

**Note 7. Commitment and Contingencies**

The Organization receives a significant portion of its support from various funding sources. Expenditure of these funds requires compliance with terms and conditions specified in the related contracts and agreements. These expenditures are subject to audit by the contracting agencies. Any disallowed expenditures would become a liability of the Organization requiring repayment to the funding sources. Liabilities resulting from these audits, if any, will be recorded in the period in which the liability is ascertained.

**Note 8. Federal Reports**

Additional reports, required by *Government Auditing Standards* and the OMB Circular A-133, including the Schedule of Expenditures of Federal Awards, are included in the supplements to this report.

**Note 9. Subsequent Events**

The Organization did not submit an application to reapply to the Medicare Shared Savings Program, which expired December 30, 2015. As a result, North Country ACO was issued a status of non-renewal, and its participation agreement with the Shared Savings Program was terminated. As of December 31, 2015, substantially all funds were distributed to participants. A nominal cash balance remained to fund closing activities and completion of the required notifications to participants. After these activities have been completed, it is the intent of the Organization to dissolve North Country ACO.

The Organization has evaluated subsequent events through February 12, 2016, the date the financial statements were available to be issued.

**A.M. PEISCH & COMPANY, LLP**

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

**ADDITIONAL REQUIRED REPORTS**

**SEPTEMBER 30, 2015**



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

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
YEAR ENDED SEPTEMBER 30, 2015**

Federal Grantor/Pass through Grantor/Program Title	Federal CFDA Number	Pass-through Grantor's Subgrant No.	Federal Expenditures
<b>U.S Department of Health and Human Services</b>			
<i>Direct Programs:</i>			
Rural Health Care Services Outreach Program	93.912		\$ 189,692
Quality Improvement	93.912		149,294
Network Development	93.912		<u>160,008</u>
			498,994
Health Careers Opportunity	93.329		<u>97,457</u>
<i>Total direct programs:</i>			<u>596,451</u>
<i>Passed through the State of New Hampshire:</i>			
Substance Misuse Prevention	93.959	TI010035-14	64,832
Public Health Advisory Council	93.959	TI010035-14	<u>14,967</u>
			79,799
School-Based Immunization	93.268	H23IP000757	6,696
School-Based Immunization	93.268	H23IP000757	<u>1,872</u>
			8,568
Public Health Emergency Preparedness	93.069	U90TP000535	<u>96,772</u>
Public Health Emergency Preparedness	93.074	U90TP000535	<u>26,650</u>
NH Strategic Prevention Framework Partnership for Success II	93.243	3U79SP019425	<u>224,387</u>
Public Health Advisory Council	93.758	B01OT00937	<u>9,972</u>
Hypertension	93.757	U58DP004821	<u>40,325</u>
<i>Total pass through State of New Hampshire:</i>			<u>486,473</u>
<i>Passed through the University of Dartmouth Area Health Education Center:</i>			
Area Health Education Centers	93.107	U77HP03627	<u>72,563</u>
<i>Passed through Southern NH Area Health Education Center:</i>			
Chronic Disease Self Management Program	93.189	14AANHT3PH	<u>9,656</u>
<i>Passed through the National Association of County and City Health Officials:</i>			
Medical Reserve Corps	93.008	HITEP150026	<u>2,481</u>
<i>Passed through the New Hampshire Health Plan:</i>			
Marketplace	93.525	HBEIE130156	<u>110,383</u>
<b>Total Expenditures of Federal Awards</b>			<u>\$ 1,278,007</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, 2015**

**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, 2015. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. 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 Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, as is applicable, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

(2) Pass-through entity identifying numbers are presented where available.

# A.M. PEISCH & COMPANY, LLP

CERTIFIED PUBLIC ACCOUNTANTS  
& BUSINESS CONSULTANTS

## 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 statement of financial position as of September 30, 2015, 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 February 12, 2016.

### 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 financial statements, but not for the purpose of expressing an opinion on the effectiveness of North Country Health Consortium, Inc. and Subsidiary's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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401 Water Tower Circle Suite 302 Colchester, VT 05446 (802) 654-7255	27 Center Street P. O. Box 326 Rutland, VT 05702 (802) 773-2721	181 North Main Street St. Albans, VT 05478 (802) 527-0505	1020 Memorial Drive St. Johnsbury, VT 05819 (802) 748-5654	57 Farmvu Drive White River Jct., VT 05001 (802) 295-9349
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### **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.

*A.M. Peisch and Company, LLP*

St. Johnsbury, Vermont  
February 12, 2016  
VT Reg. No. 92-0000102

# A.M. PEISCH & COMPANY, LLP

CERTIFIED PUBLIC ACCOUNTANTS  
& BUSINESS CONSULTANTS

## INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133

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 Circular A-133 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, 2015. 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 the 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 OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about North Country Health Consortium, Inc. and Subsidiary's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of North Country Health Consortium, Inc. and Subsidiary's compliance.

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401 Water Tower Circle  
Suite 302  
Colchester, VT 05446  
(802) 654-7255

27 Center Street  
P. O. Box 326  
Rutland, VT 05702  
(802) 773-2721

181 North Main Street  
St. Albans, VT 05478  
(802) 527-0505

1020 Memorial Drive  
St. Johnsbury, VT 05819  
(802) 748-5654

57 Farmvu Drive  
White River Jct., VT 05001  
(802) 295-9349

### ***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, 2015.

### **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 OMB Circular A-133, 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 OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

*A.M. Peisch and Company, LLP*

St. Johnsbury, Vermont  
February 12, 2016  
VT Reg. No. 92-0000102

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

**Schedule of Findings and Questioned Costs  
Year Ended September 30, 2015**

**A. SUMMARY OF AUDITOR'S RESULTS**

1. The independent auditor's report expresses an unmodified opinion on the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary.
2. No material weakness or significant deficiencies relating to the audit of the 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 OMB Circular A-133.
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 Section 510(a)(3) or (4) of OMB Circular A-133.
7. The program tested as a major program was U.S. Department of Health and Human Services – Rural Health Care Services, Quality Improvement, and Network Development (CFDA Number 93.912).
8. The threshold for distinguishing Types A and B programs was \$300,000.
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 financial statements for the year ended September 30, 2015.

**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, 2015.

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

**Summary Schedule of Prior Audit Findings  
Year Ended September 30, 2015**

**2014 and 2013 FINDINGS AND QUESTIONED COSTS – AUDIT OF MAJOR FEDERAL  
AWARD PROGRAMS**

**2014 Finding:**

There were no reported findings related to the audit of the federal program for the year ended September 30, 2014.

**2013 Finding:**

There were no reported findings related to the audit of the federal program for the year ended September 30, 2013.

*"To lead innovative  
collaboration to improve the  
health status of the region."*



***North Country Health Consortium Board of Directors 2015-2016***

**President**

*Ed Shanshala*, CEO, Ammonoosuc Community Health Services

**Vice President**

*Charlie Cotton*, Director, Northern Human Services

**Treasurer**

*Jonathan Brown*, CEO, Indian Stream Health Center

**Secretary**

*Kristina Fjeld-Sparks*, Director, NH AHEC/Dartmouth Medical School

**Assistant Secretary**

*Nancy Bishop*, Administrator, Grafton County Human Services

*Gail Tomlinson*, Executive Director, North Country Home Health & Hospice

*Karen Woods*, Cottage Hospital

*Ken Gordon*, Coos County Family Health Services

*Kristy Letendre*, Tri-County Community Action Program

*Margo Sullivan*, Androscoggin Valley Home Care

*Roxie Severance*, Morrison Nursing Home

*Russell Keene*, Androscoggin Valley Hospital

*Scott Howe*, Weeks Medical Center

*Sharon Beaty*, Mid-State Health Center

*Warren West*, Littleton Regional Healthcare

**262 Cottage St., Ste. 230**

**Littleton, NH 03561**

**Phone: 603-259-3700 ~ [www.nchcnh.org](http://www.nchcnh.org) ~ Fax: 603-444-0945**

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

**Contractor Name:** North Country Health Consortium

**Name of Contract:** Student Assistance Program

<b>BUDGET PERIOD:</b> <b>FY 17</b>				
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
Amy Holmes	Program Director	68,355	2.00%	\$1,367.10
Drew Brown	Evaluator	59,146	5.00%	\$2,957.30
Laura Hosley	Project Coordinator	65,600	31.00%	\$20,336.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$24,660.40</b>

<b>BUDGET PERIOD:</b> <b>FY 18</b>				
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
Amy Holmes	Program Director	\$70,406	2.00%	\$1,408.12
Drew Brown	Evaluator	\$60,921	5.00%	\$3,046.05
Laura Hosley	Project Coordinator	\$67,500	31.00%	\$20,925.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$25,379.17</b>

# Amy J. Holmes

Contact Information:  
North Country Health Consortium  
262 Cottage St Suite 230  
Littleton, NH 03574

## Education

- 1993                    **Tulane University.** School of Public Health and Tropical Medicine  
New Orleans, Louisiana  
Master of Health Administration
- 1990                    **Tulane University.**  
New Orleans, Louisiana  
Bachelor of Science: Anthropology    Minor: Biology

## Professional Experience

10/09– PRESENT            **COMMUNITY AND PUBLIC HEALTH DIRECTOR,** North Country Health Consortium, Littleton, NH

Responsibilities include:

Oversee and support collaborative work with public and private sector partners to develop and implement public health interventions aimed at fulfilling the 10 essential services of public health in the North Country of New Hampshire. Duties: utilize community health data; research and implement strategies for population-based health promotion and disease prevention; develop and implement plans to evaluate program activities; coordinate communications activities; provide technical assistance to local citizen groups; supervise to program staff; liaise with academic, state, federal, and private departments and agencies involved with public health and prevention work; manage program budgets

11/08 - 10/09            **Workforce Education and Development Program Manager,** Northern New Hampshire Area Health Education Center (AHEC), a program of the North Country Health Consortium, Whitefield, NH

Responsibilities include:

- Developing, planning, and coordinating continuing education programs for health and human service providers in northern New Hampshire communities
- Working with the central New Hampshire AHEC to promote health care careers and health professional continuing education
- Managing funding sources and budgets for education programs and projects
- Community health promotion and training activities through the various programs of the North Country Health Consortium.

## Volunteer Work

9/03 - 9/06            **President,** Littleton Regional Hospital Auxiliary

Responsibilities included:

- Presiding at all board meetings and supervising the Auxiliary Board Members
- Creating quarterly newsletters to maintain communications with Auxiliary membership
- Appointing committee chairpersons as necessary
- Representing the Auxiliary at regional and state meetings

3/05 - 3/06            **Member,** Profile / Littleton School District Regionalization Committee

## **Andrew Charles Brown**

### **Summary**

Over 10 years in public health focused non-profits. Extensive experience in program evaluation, strategic planning, community organizing and assessment, and technology support.

### **Education**

1999-2000 Part time school at Community College of Vermont  
2000-2002 Full time work on Bachelors degree (Liberal Studies) at  
Lyndon State College  
2002-2004 Completed Bachelors of Arts (Cum Laude) (Political Science) at University of Vermont

### **Employment**

April 2015-Present North Country Regional Prevention Network Coordinator – North Country Health Consortium  
\*Coordinates strategies designed to reduce substance misuse in the North Country of New Hampshire  
\*Works closely with NCHC Senior Program Manager to ensure effective allocation of resources and maximize strategy effectiveness.

Summer 2009-April 2015 Program Specialist – North Country Health Consortium  
\*Plans, coordinates and manages the use of data, communications and reporting tools and systems to meet NCHC program strategic objectives.  
\*Works with Community Substance Abuse Prevention Programs Manager to coordinate and evaluate the success of program activities

Spring 2005-Summer 2009 Office System Administrator – North Country Health Consortium  
\*Management of IT resources for the entire company, supervision of IT personnel and management of network-wide installations and rollouts.

Fall 2004-Spring 2005 ParTech System Administrator – North Country Health Consortium  
\*Gained management experience while learning about accountability by managing HelpDesk staff activities while reporting to the ParTech project manager and ParTech board

Spring 2003 – Spring 2004 Helpworks/Factors Helpdesk Staff member – North Country Health Consortium  
\*Worked with System Administrator and other Helpdesk Staff to provide point of contact support to statewide customer base, including work with web development and troubleshooting skills

2002 – 2004 Lab Consultant – Client Information Technology Services Department: University of Vermont

**LAURA J. HOSLEY**  
**Lhosley@nchcnh.org**

## **EDUCATION/CERTIFICATION**

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### **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 Rhode Island, Kingston, RI, 1980

### **Certified Student Assistance Counselor**

Rhode Island Board for Certification of Chemical Dependency Professionals, 1993

### **Certified Prevention Specialist**

Certification Board, 2015

Rhode Island

## **HONOR**

**Named Community Anti-Drug Coalitions of America (CADCA)'s Advocate of the Year (national award) for 2012**

## **WORK HISTORY**

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### **NORTH COUNTRY HEALTH CONSORTIUM**

Littleton, NH

2015 - present

#### ***Continuum of Care Facilitator***

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

### **RIEAP, INC. STUDENT ASSISTANCE SERVICES DIVISION**

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. Ensure that the needs assessment, strategic planning, program implementation, capacity building and evaluation components are carried out efficiently and effectively. Utilize evidence-based programs, policies and procedures, and environmental change strategies to influence policy development and advocate for change.

#### ***Manager of Prevention and Cessation Services***

### **JAMESTOWN PREVENTION COALITION**

Jamestown, RI

1993 – 2015

#### ***Coordinator***

Recruited and motivated volunteers to serve on board; collaborated with local and state staff and administration, town departments (including schools, library, recreation and police), and citizens; provided outreach, environmental interventions and education to members of the community; prepared budgets and reports, provided resources by researching and submitting grant applications.

**CANCER PREVENTION RESEARCH CENTER**  
URI, 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

**RIEAP, INC. STUDENT ASSISTANCE SERVICES DIVISION**  
Warwick, RI

1993 – 2001

**CHILD AND FAMILY SERVICES OF NEWPORT COUNTY**  
Newport, RI,

1990 – 1993

**CHANNEL ONE WARWICK**  
Warwick, RI,

1989 – 1990

**NEW ENGLAND FELLOWSHIP FOR REHABILITATION ALTERNATIVES, INC. (FELLOWSHIP HEALTH RESOURCES)**  
Providence, RI

1981 – 1989

## **COMMUNITY AFFILIATIONS**

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

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

Subject: Student Assistance Program

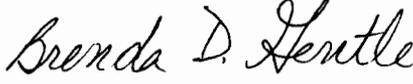
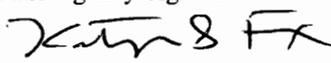
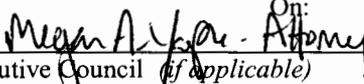
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division of Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name City of Rochester School Department Office of the Superintendent		1.4 Contractor Address 150 Wakefield St., Suite 8 Rochester, NH 03867-1348	
1.5 Contractor Phone Number 603-332-3678	1.6 Account Number 05-95-49-491510-2407-102-500731	1.7 Completion Date 6/30/2018	1.8 Price Limitation \$200,000
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature  		1.12 Name and Title of Contractor Signatory Michael L. Hopkins Superintendent of Schools	
1.13 Acknowledgement: State of New Hampshire, County of Strafford  On July 5, 2016, 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 Brenda D. Gentle, Notary Public		BRENDA D. GENTLE, Notary Public Commission Expires, January 25, 2017	
1.14 State Agency Signature  Date: 7/6/16		1.15 Name and Title of State Agency Signatory Katja S. Fox Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On:  7/8/16			
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.



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## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor will address underage drinking among persons aged 12 to 20, and prescription drug misuse and abuse and illicit opioid misuse and abuse among persons aged 12 to 25, and for 'high need, high risk' populations in the Rochester Middle School, and towns within the school district.

### 2. Definitions

- 2.1. AlcoholEdu for College - AlcoholEdu for College is an interactive online program designed to reduce the negative consequences of alcohol amongst students. More information can be found at the following link: <https://everfi.com/higher-education/alcholedu/>
- 2.2. Environmental Strategies – Environmental Strategies work is done at the community (school, town, state etc.) level that creates shifts in attitudes, perceptions, policies and culture toward healthier lifestyles. This broad work is effective at creating population level changes. This kind of work supports the ideas that help people live in healthy communities and that healthy communities support the health and wellbeing of their citizens.
- 2.3. Evidence-Based Prevention Services –According to the Substance Abuse and Mental Health Services Administration Evidence-based prevention refers to a set of prevention activities that evaluation research has shown to be effective in producing positive outcomes.  
<http://captus.samhsa.gov/prevention-practice/defining-evidence-based>.
- 2.4. 'High need, high risk' populations are local communities (cities/towns/schools/college campuses) that show that their population's prevalence rates for alcohol and/or other drugs misuse are higher than the New Hampshire's state average prevalence rates. Vendors shall demonstrate 'high need, high risk' populations by using the prevalence rate data from the 2013 or 2015 Youth Risk Behavior Survey (YRBS) or the 2014 National Survey on Drug Use and Health (NSDUH) reports or similar data.
- 2.5. Learning Collaborative - A Learning Collaborative is a teaching model that focuses on adoption of best practices in diverse service settings and emphasizes adult learning principles, interactive training methods, and skill-focused learning in the transfer of knowledge and skills among participants.
- 2.6. National Survey on Drug Use and Health (NSDUH) - NSDUH reports high risk behavior for individuals 12 and over. More information can be found at the following link:  
<https://nsduhweb.rti.org/respweb/homepage.cfm>



Exhibit A

- 2.7. Partnership for Success- Partnership for Success is a federal grant that provides funding for services to communities that have the highest risk and prevalence of substance use among individuals 12 to 25.
- 2.8. Project Alert – Project alert is an evidenced based curriculum that addresses the pro-drug mindset of today’s teens and effectively increases their likelihood to remain drug-free. More information can be found at the following link: <http://www.projectalert.com/>
- 2.9. Project Success - Project Success is a student assistance program which is endorsed by the Substance Abuse and Mental Health Services Administration as an Evidenced-Based prevention program. Project Success is implemented by specially trained student assistance counselors who are imbedded in schools 2-5 days/week. It is a research-based program that uses interventions that are effective in reducing risk factors and enhancing protective factors. More information can be found at the following link: <http://www.sascorp.org/success.html>
- 2.10. Youth Risk Behavior Survey (YRBS) - YRBS reports high-risk behaviors for students in middle and high schools for grades 6 to 12. The YRBS survey is the a collaboration between the Centers for Disease Control and Prevention (CDC), the New Hampshire Department of Education, and the New Hampshire Department of Public Health. More information can be found at the following link: <https://wisdom.dhhs.nh.gov/wisdom/>

### 3. Scope of Services

- 3.1. The Contractor will be responsible for the Student Assistant Program activities as follows:
  - 3.1.1. Screen individuals who are referred to the program, using the guidance provided by the Department, and using an evidenced based screening tool that must include an assessment of the individual, family, substance use issues, and if a referral to treatment is appropriate. For a list of potential tools, go to NAMI-NH’s recommendations at: [www.naminh.org/uploads/NAMIReclaimingOurFuture.pdf](http://www.naminh.org/uploads/NAMIReclaimingOurFuture.pdf)
  - 3.1.2. Submit for Department approval within thirty (30) days of the contract effective date, the evidenced based screening tool to be used.
  - 3.1.3. Refer individuals to community treatment providers, as appropriate.
  - 3.1.4. Conduct individual support sessions as needed with the purpose of crisis intervention or to motivate students in participating in groups modeled after Project Success.
  - 3.1.5. Conduct individual sessions as needed to assist students in:
    - 3.1.5.1. Identifying and resisting social and situational pressures to use substances.
    - 3.1.5.2. Correcting misperceptions about the prevalence and acceptability of substance use.
    - 3.1.5.3. Focusing on the personal consequences of substance use.
    - 3.1.5.4. Teaching and providing opportunities to practice resistance and coping skills.
    - 3.1.5.5. Identifying barriers to using the newly developed skills or adopting healthy



Exhibit A

attitudes.

- 3.1.6. Conduct the Newcomers Group, the Children of Substance Abusing 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 including but not limited to:
  - 3.1.6.1. Alcohol and other Drug Assessment Education Group
  - 3.1.6.2. Sibling Group
  - 3.1.6.3. Non-Users Group
  - 3.1.6.4. Parents, Peers, and Partying Group
  - 3.1.6.5. Users Group
  - 3.1.6.6. Users/Children of Substance Abusing Parents Group
  - 3.1.6.7. Recovery Group.
- 3.1.7. Provide Parent Education regarding prescription drug misuse, underage drinking and binge drinking, within the school and community.
- 3.1.8. Provide alcohol and other drug prevention education, when an applicant is a middle school or high school, using an evidence based curriculum such as Project Alert, during seventh and ninth grade transitional years that includes, but is not limited to:
  - 3.1.8.1. Adolescent alcohol, tobacco and other drug information.
  - 3.1.8.2. Family Dynamics and pressures.
  - 3.1.8.3. Skills for coping with stress and life pressure.
- 3.1.9. Submit to the Department for approval within thirty (30) days of the contract effective date, the evidence-based curriculum that will be used to meet the requirements in Section .3.1.8.
- 3.1.10. Conducting a minimum of three (3) school/community centered environmental strategies (See Section 2, Request for Application Terminology) that broadly reach populations within the school and community and focus on alcohol and other drug prevention messaging which can include utilizing existing groups and programs, as appropriate, to meet this requirement.
- 3.1.11. 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 such as Facebook, Instagram etc. with Department identified organizations such as the Partnership for a Drug Free NH.
- 3.1.12. Use a survey provided by the Department to conduct pre- and post-surveys of students in grades 7 through 12, who receive student assistance program services through group education such as those listed in Section 3.1.6. The Applicant will



Exhibit A

conduct pre survey of students at the start of the group education program and post survey of the same students who completed the group education program.

- 3.1.13. Use the Youth Risk Behavior Survey, as provided by the Department, to conduct a survey of all students in grades 7 through 12 during the period of March through May of 2017.
- 3.1.14. Use a survey provided by the Department to conduct a survey of all students in grades 7 through 12, during the period of March through May of 2018.
- 3.1.15. Return the completed surveys in Sections 3.1.14 through 3.1.15 as instructed by the Department.
- 3.1.16. Evaluate the existing school policies on alcohol and other drugs in the first year of the contract and make improvements to the existing policies to those based on best practice and according to the recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment that can be found at the following link:  
<http://www.dhhs.nh.gov/dcbcs/bdas/documents/modelschoolpolicy.pdf>.
- 3.1.17. Implement the improvements to the alcohol and other drug school policies in Section 3.1.18 in year two of the Contract.
- 3.1.18. Participate in the Student Assistance Learning Collaborative and other mandatory trainings as identified by the Department.
- 3.1.19. Input data on a monthly or quarterly basis to an online database, as required by the Department, such as but not limited to:
  - 3.1.19.1. Number of students
  - 3.1.19.2. Demographic of students
  - 3.1.19.3. Number of environmental strategies
  - 3.1.19.4. Amount of funds received from other sources
- 3.1.20. Provide additional reports or data as required by the Department.
- 3.1.21. Allow a team authorized by the Department to meet with the applicant and staff on a quarterly basis or as needed to conduct a site visit. The Contractor shall:
  - 3.1.21.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 3.1.21.2. Ensure the Department is provided with access that includes but is not limited to:
    - 3.1.21.3. Data
    - 3.1.21.4. Financial records
    - 3.1.21.5. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.



Exhibit A

- 3.1.21.6. Scheduled phone access to Contractor staff
- 3.1.21.7. Timely unscheduled phone response by Contractor principals and staff.
- 3.1.22. Provide a sustainability plan for continuation of the Student Assistance Program to the Department for review and approval 90 days before the contract end date. The sustainability plan must be made in collaboration with the region's Regional Public Health Network. For a list of Regional Public Health Network please refer to <http://www.dhhs.nh.gov/dcbcs/bdas/index.htm>
- 3.1.23. 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.
- 3.1.24. Maintain dedicated staff to provide the student assistance program that meets the following standards:
  - 3.1.24.1. One fulltime equivalent (over 37.5 hours per week) staff person to every one thousand (1,000) students.
  - 3.1.24.2. For schools serving less than one thousand (1,000) students, the staff person must be available for a minimum of two days (at 7.5 hours per day) per week and cannot serve more than two (2) buildings or campuses.
  - 3.1.24.3. Staff shall obtain Certified Prevention Specialist status within one (1) year.
  - 3.1.24.4. Provide a non-federal 25% match, which is a non-federal share of costs that the applicant is required to contribute to accomplish the activities in this Request for Application. The match shall be non-federal cash and/or a non-monetary In-kind contribution of 25% of the total dollar amount awarded by the Department in the resulting contract. The purpose of the match is to ensure sustainability of the student assistant program beyond the life of the contract.
    - a. A cash match is defined as non-federal cash from the applicant's own funds or cash donations from non-federal third parties.
    - b. An In-kind non-federal match is defined as a non-monetary contribution of personnel, goods, or services purchased or received from non-federal sources:
    - c. 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. More information may be found at: <http://education.nh.gov/data/attendance.htm>
    - d. The Applicant shall report monthly the amount, type of match being provided, and the source of the match with invoicing.
    - e. The applicant cannot use other federal funds as a match.



## 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 Catalog of Federal Domestic Assistance (CFDA) #93.243, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration in providing services pursuant to Exhibit A, Scope of Services. 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, all-inclusive rate for actual hours worked only.
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 6.1 and reports identified in Exhibit A, Scope of Services must be submitted to:

Attn: Financial Manager  
NH Department of Health and Human Services  
Bureau of Drug and Alcohol Services  
129 Pleasant St.  
Concord, NH 03301-3857
6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
10. The Contractor agrees to keep records of their activities related to Department programs and services.
11. The Contractor agrees not to use the funding in this Agreement to replace funding for a program already funded from another source.



**SPECIAL PROVISIONS**

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

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



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

**DEFINITIONS**

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



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.
  
3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

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



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 5, 2016  
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-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

July 5, 2016  
Date

Michael L. Hopkins  
Name: Michael L. Hopkins  
Title: Superintendent of Schools



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

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

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

July 5, 2016  
Date

  
Name: Michael L. Hopkins  
Title: Superintendent of Schools



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

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

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

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

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials MLA

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



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 5, 2016  
Date

Michael L. Hopkins  
Name: Michael L. Hopkins  
Title: Superintendent of Schools

Exhibit G

Contractor Initials MLH

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

Date 7/5/16



**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 5, 2016  
Date

  
Name: Michael L. Hopkins  
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

- 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 (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

Katja S. Fox  
Signature of Authorized Representative

Katja S. Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

7/16/16  
Date

Rochester School Department  
Name of the Contractor

Michael L. Hopkins  
Signature of Authorized Representative

Michael L. Hopkins  
Name of Authorized Representative

Superintendent of Schools  
Title of Authorized Representative

7/5/16  
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.

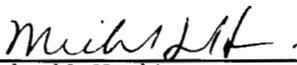
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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 5, 2016  
Date

  
Name: Michael L. Hopkins  
Title: Superintendent of Schools



**FORM A**

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

1. The DUNS number for your entity is: 100050558

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

X  NO                      \_\_\_\_\_ YES

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

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

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

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

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

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

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

Name: _____	Amount: _____

**CERTIFICATE OF VOTE**  
**(Corporation without Seal)**

I, Matthew Pappas, do hereby certify that:  
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Rochester School Department / SAU #54  
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on June 29, 2016 :  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, \_\_\_\_\_, for the provision of  
Student Assistance Program services.

**RESOLVED:** That the Superintendent of Schools  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5<sup>th</sup> day of July, 2016.  
(Date Contract Signed)

4. Michael L. Hopkins is the duly elected  
Superintendent of Schools  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

  
\_\_\_\_\_  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 5<sup>th</sup> day of July, 2016.

By Matthew Pappas  
(Name of Clerk of the Corporation)

  
\_\_\_\_\_  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: January 25, 2017



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<b>Participating Member:</b> Rochester School District SAU #54 150 Wakefield Street, Suite 8 Rochester, NH 03867	<b>Member Number:</b> 901	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
--	------------------------------	--

	Coverage Category	Effective Date	Expiration Date	Coverage Description	Limits
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b>	7/1/2015	7/1/2016	Each Occurrence	\$ 5,000,000
<input type="checkbox"/>	<b>Professional Liability (describe)</b>	7/1/2016	7/1/2017	General Aggregate	\$ 5,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input type="checkbox"/>	<b>Automobile Liability</b>			Combined Single Limit (Each Accident)	
	Deductible    Comp and Coll: \$1,000			Aggregate	
	<input type="checkbox"/> Any auto				
<input checked="" type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> Statutory	
		7/1/2016	7/1/2017	Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	
<input type="checkbox"/>	<b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
Department of Health & Human Services 129 Pleasant St Concord, NH 03301			<b>By:</b> <i>Tammy Denver</i>
			<b>Date:</b> 5/17/2016    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

**Rochester School Board**  
**January 1, 2016 - December 31, 2017**

Paul Lynch, Chair  
Matthew Pappas, Vice-Chair  
Travis Allen  
Julie Brown  
Jennifer Bryant  
Nichole Guptel  
Thomas J. Jean  
Amy Malone  
Thomas O'Connor  
Audrey Stevens  
Karen Stokes  
Raymond Turner  
Robert Watson

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

**Contractor Name:** Rochester School Department

**Name of Contract:** Student Assistance Program

BUDGET PERIOD: SFY 17			PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
NAME	JOB TITLE	SALARY		
Michael L. Hopkins	Superintendent of Schools	\$124,716	0.00%	\$0.00
Michele Halligan-Foley	Grant Director/Administrator	\$73,954	0.00%	\$0.00
Nicole Dale	SAP Mentor (Works at HS)	\$36,082	0.00%	\$0.00
TBD	SAP Coordinator	\$51,840	100.00%	\$51,840.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$51,840.00</b>

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<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$51,840.00</b>

Resume of Michael L. Hopkins  
Superintendent of Schools, SAU #54

- Experience**
- 2005 to present      Rochester School Department      Rochester, NH  
**Superintendent of Schools**  
Superintendent of Schools in a District of 4700 students, 8 elementary schools, 1 Middle School, 1 High School and an Alternative School
- 2009 to present      New England College      Dover, NH cohort  
**Adjunct Professor**
- Rochester School Department      Rochester, NH  
**Assistant Superintendent of Schools**
- Project Director for the District Professional Development
  - Responsible for the School Board's Instruction, Special Services and Discipline Committee
  - Responsible for the District Kindergarten Building Committee and the Rochester Middle School addition Building Committee
  - Facilitator for the District Management Team
  - Grant Manager for Title II, V, Federal Grants
  - Evaluation System Administrative Director
  - NWEA Assessment Coordinator
- 1987-1993      Rochester School Department      Rochester, NH  
**Principal, Allen Elementary School**
- 430 student Elementary School
  - Developed a comprehensive School Improvement Plan as part of School Improvement Program
  - Coordinated two District-wide Behaviorally Impaired Special Education Programs
  - Coordinated the development of District-wide job descriptions
- 1978-1987      Rochester School Department      Rochester, NH  
**Teacher and Teaching Principal Gonic School**
- Taught Fifth Grade Full-time
  - Assumed Administrative Duties for a 120 student school from 1981-1987
  - Coordinated a District-wide grade 1-5 Social Studies Curriculum Review

	1978-1981	Rochester School Department	Rochester, NH
		<b>Basketball Coach, Freshmen and Junior Varsity</b>	
	1986-87	<u>University of New Hampshire</u>	Durham, NH
		<b>Summer Upward Bound Program</b>	
		<ul style="list-style-type: none"> <li>▪ Counselor</li> <li>▪ Computer Education Instructor</li> </ul>	
<b>Education</b>	1982-87	<u>University of New Hampshire</u>	Durham, NH
		<ul style="list-style-type: none"> <li>▪ M.Ed. Educational Administration and Supervision</li> </ul>	
	1974-78	<u>Grinnell College</u>	Grinnell, IA
		<ul style="list-style-type: none"> <li>▪ B.A. Political Science, Minor in Elementary Education</li> </ul>	
		Education	
<b>Professional Development</b>		<u>National Center for Education Statistics LEA Representative</u> 70 hours of <u>Adaptive School Training</u> National Convention and Pre-Conference <u>New England Regional Presentation</u> , Standards Based Report Cards and Bridging the Achievement Gap <u>Sustaining and Expanding Educational Improvement in the Age of NCLB</u> <u>National Center for Education Statistics Fellowship</u>  Facilitator, <u>NHSAA</u> "Best Practices" workshop Trainer for District Staff in Adaptive School Techniques Facilitator, Rochester City Council Goals Setting Retreats Co-Presenter Gains Based Assessments in NH Facilitator Annual Rochester School Board/Administration Goals Setting Retreats <u>Interpreting Reports NWEA Training of Trainers</u> Workshop leader, "What Works in Instruction", "What Works in Schools", Classroom Management that Works, NWEA Interpreting Reports Workshops, Differentiated Instruction Co-Presenter, "Data Driven Decision Making" New Hampshire School Administrators, <u>Outstanding Service Award, 1999</u>	
<b>References</b>		Available upon request	

## Michele Halligan-Foley

Halligan-foley@rochesterschools.com

**ENTHUSIASTIC**

**SELF-MOTIVATED LEADER**

**TEAM PLAYER**

### EDUCATION

- Principal Certification, June 2011
- Master's in Education, University of New England, July 2004
- New Hampshire Teaching Certificate (General Special Education), Notre Dame College, Manchester, July 1995. License: 51311
- New Hampshire Teaching Certificate (Elementary Education), September 1993. License: 51311
- Concurrent BA in Child Studies/Bachelor of Education, Ontario Teaching Certificate (Primary, Junior Divisions), Brock University, St. Catherine's, Ontario, May 1987

### EXPERIENCE

NH Communities of Children: Safe Schools/Healthy Students Grant Director  
Rochester School District, Rochester, New Hampshire. July 14, 2014 - Present

- Oversee and manage NH Safe Schools and Healthy Students Program at LEA Level- Financial and operational administration.
- Work closely with the New Hampshire Department of Education, the New Hampshire Department of Health and Human Services Bureau of Behavioral Health, Concord LEA, and Laconia LEA to manage the overall grant.

Early Childhood Learning Center Principal  
Barrington School District, Barrington, New Hampshire. September 2011 - July 11, 2014.

- Oversee 140 students and 30 staff at the Early Childhood Learning Center
- Manage and operate the daily running of the Early Childhood Learning Center
- Oversee current school budget/Prepare following years budget  
Observations and Evaluations of Teachers and Paraprofessionals

Assistant Director of Student Services  
Barrington School District, Barrington, New Hampshire, September 2004- July 11, 2014.

- Preschool Coordinator/Child Find Coordinator/LEA Representative
- Elementary/Middle School SNAPS (Specific Needs Alternative Programming for Students) Coordinator/LEA Representative
- Out of District Case-Manager/LEA Representative
- Coordinator for Building and District Level SPED Meetings
- Prepared budgets for SNAPS programs at Barrington Elementary and Middle School
- Observation and Evaluations of Special Education Staff  
State Mentor for Preschool programs and teachers

Integrative Specialist- Special Education/ESL Teacher and Consultant  
Barrington School District, Barrington, New Hampshire, September 2000- June 2004

- Develop and implement individualized programs for students in SNAPS
- Co-ordinate community, recreational activities for students
- Administer formal/informal screening tools, Diagnostic tests
- Consultation with outside Specialists, parents, teachers and paraprofessionals on a regular basis.

Acting Part-time Assistant Principal

Barrington Elementary School, Barrington, New Hampshire, January 1999- March 1999

- Handled discipline issues in the school; assisted Principal with other requests/tasks.

### Reading Recovery Teacher

Barrington Elementary School, Barrington, New Hampshire, September 1997- June 2000

- Evaluate "at risk" children in grade one using Marie Clay's, Observational Survey
- Implement individualized lessons to the hardest to teach children, focusing on literacy acquisition
- Consult with classroom teachers and paraprofessionals

Assistant to the Principal/Coordinator of Student Services/Resource Teacher (1-3)

Barrington Elementary School, Barrington, New Hampshire, February 1994 -June 1997

- Handle issues when principal is out of the building
- Help Coordinate NHEIAP
- Coordinate weekly PPT schedules; special education preschool annual reviews; LEA Representative
- Oversee Medicaid policy and procedures, NHESSEI equipment
- Coordinate Paraprofessional Workshops
- Administer formal/informal screening tools, diagnostic tests, develop and implement individualized programs for students; consult with classroom teachers and Paraprofessionals.
- UNH Host Teacher

**Special Education Teacher** – Grade 6-8: Our Lady of Victory School, Metropolitan Separate School Board, Toronto, Ontario 1992-1993

**3<sup>rd</sup> Grade Teacher:** Our Lady of Victory, Metropolitan Separate School Board, Toronto, Ontario, 1989 -1992

**ESOL Teacher:** All Saints School, Metropolitan Separate School Board, Toronto, Ontario. Summer 1990

**2<sup>nd</sup> Grade Teacher:** Our Lady of Victory, Metropolitan Separate School Board, Toronto, Ontario, 1987-1989

## LEADERSHIP SKILLS

### Vision:

- Committee Chairperson for creating the "Early Childhood Learning Center"
- Grant Writer
- Created "Family Resource Center" for families in Early Intervention, preschool and Kindergarten
- Created and wrote program approval for District SNAPS Program (K-8) and On-Track Program (Gr.5-8)
- Contributing member of creating the Special Education Philosophy

### Student learning and staff professional growth:

- Prepare and run staff effective group process meetings and workshops for the Early Childhood Learning Center and Special Education Staff, PK to Grade 8.
- Oversee POMS (Preschool Outcome Measurement System), and analyze student progress with staff Complete Teacher and Paraprofessional evaluations at the Early Childhood Learning Center and the SNAPS Program (Specific Needs Alternative Programming for Students)
- Oversee the Alternative IV process with teachers in Barrington School District (Preschool – Grade 8)
- Oversee all Paraprofessional professional development in the district, PK to Grade 8

### Management of the Organization:

- Created schedules for maximizing learning
- Oversee preschool budget and SNAPS (Specific Needs Alternative Programming for Student) budget
- Problem Solve with parents and staff when issues arise
- Emergency Planning- ICS -100 Course and Table Top Exercise

### Collaborating with faculty, community members and community resources:

- Book Chairperson for Jump Start to Literacy
- Work collaboratively with our area agency, Community Partners, local doctors, specialists, daycare providers, and the public library. Sent out Monthly newsletters to ECLC Families, managed Face Book; District Website.

Acting with integrity, fairness, and in an ethical manner:

- Follow the policies of our district, and contractual obligations at the Early Childhood Learning Center and SNAPS Program.

Cultural context:

- Oversee the Mentor Program for new district Administrators, Teachers and Paraprofessionals.
- Member of PTAN (Preschool Technical Assistance Network).
- Participate in Administrative meetings, working collaboratively with other administrators in the district and School Board Members.

**ADDITIONAL QUALIFICATIONS/COURSES**

- Group Crisis Intervention, April 2016
- Diversity and Cultural Competence Trainer, January 2016
- Youth Mental Health First Aid Trainer, January 2015
- Conference on School Culture, Climate and Positive Behavior Support, August 2014, 2015
- Safe Schools/Healthy Students GPRA Training, August 2014
- US Department of Justice Community Relations Service Cultural Professionalism Inclusion and Competency, September 2014.
- Kindergarten Conference, December 2012, 2013
- Academy for Experienced Special Education Administrators-Level II, 2007-2008; 2006-2007
- Academy for New Special Education Administrators- Level I, September 2005- March 2006.
- CPR Certification, Red Cross, February 2006, 2008, 2010, 2012
- Annual law Conference, May 2005
- New Hampshire School Administrators Association Leadership Institute, January-March 2005
- Special Topics in Education: Reading Recovery, University of New Hampshire, 1997-1998
- Learning Through Teaching, University of New Hampshire, 1996-1999
- Pathways to Literacy, University of New England, Summer 1994
- English as a Second language Specialist, Ontario Ministry of Education, University of Toronto
- Primary Education Specialist, Ontario Ministry of Education, York University
- Collaborative Leadership Series

**AWARDS/RECOGNITION**

- Grant Writer- Received two grants from ING and Verizon to create a Family Resource Center.
- Program Approval Writer - Awarded approval for the SNAPS Program and the On-Track Program Educational Excellence Award (2005-2006) through the Barrington School Foundation.
- Nominated for Teacher of Year (May 2003 and April 2007)
- "Letters of Recognition" from Barrington School Board Members on her contribution to Reading Recovery, spring 2000.
- Certificate of Excellence-The Niagara Chapter of the Canadian College of Teachers, May 1987.

**REFERENCES – Upon Request**

# Nicole Dale

[REDACTED]  
[REDACTED]  
Dale.n@rochesterschools.com

## **PROFILE**

Professional with strong social work and addiction counseling skills developed through 6 years working in the middle school, high school, alternative school and other public service sectors. I am an efficient, team player with excellent communication skills and the ability to multi-task in a challenging environment. Looking to take the next steps in my career and utilize my training to implement quality services that support individuals in developing successful life plans.

## **Education**

Master of Social Work (MSW)  
University of New England  
Expected Graduation 2015

Bachelor of Social Work  
August 2008  
University of New Hampshire  
Durham, NH

Associate of Addiction Counseling  
May 2006  
New Hampshire Technical Institute  
Concord, NH

## **Certifications**

American Red Cross CPR Certified  
HIPPA Compliant  
Certified Prevention Specialist

## **Volunteer Experience**

Rochester Police Department, Diversion Committee Member

## **WORK HISTORY**

### **December 2014- Current Rochester School District Rochester, NH**

#### **Student Assistance Person**

Responsible for implementing Project Success under the Safe Schools Healthy Students grant.

### **June 2010 – December 2014 Bridging the Gaps Rochester, NH**

#### **Youth Prevention Services Coordinator**

Responsible for working with a variety of private, public, and municipal, local and regional stakeholders to deliver alcohol and drug prevention services to youth in the Rochester School

**TITLE:** **NH DHHS Student Assistance Program (SAP) Coordinator**

**QUALIFICATIONS:**

1. Master's degree from a recognized college or university with major study in counseling, social work, substance abuse, education, or mental health.
2. Four years of professional experience in counseling, social work, substance abuse, education, mental health or related field.
3. Prevention certification or counseling or social work licensure
4. Demonstrated knowledge of substance abuse or misuse intervention and prevention curriculum development; experience in counseling; ability to work effectively with students, staff, parents, outside agencies, and community groups/partners; preferred knowledge of the Rochester communities, schools, populations, and subpopulations; Effective organizational, time management, communication, and interpersonal skills; Ability to identify sensitive information and maintain confidentiality
5. Other qualifications as may be deemed essential for successful performance in the position.

**REPORTS TO:** NH SS/HS LEA Project Manager

**JOB GOAL:** To coordinate the development and implementation of evidence-based substance abuse prevention programs and treatment practices.

**PERFORMANCE RESPONSIBILITIES:**

1. Teaching and building the capacity for school staff to deliver an evidence-based substance abuse prevention curriculum to middle school students, either independently or with the school's health educators.
2. Preparing and facilitating annual parent forums educating parents on the risks involved with adolescent substance misuse and about parent strategies that can prevent or limit misuse, such as parent monitoring and family communication
3. Recruiting high risk students and facilitating discussion groups based on risk factors.
4. Complete needs assessments and resource mapping regarding substance abuse and prevention programs in the schools and community.
5. Assist to identify, choose, and recommend implementation of substance abuse prevention and treatment interventions for Rochester schools and the community.
6. Coordinate with school-level leadership teams for identification and implementation of substance abuse prevention and treatment interventions for the Rochester students.
7. Training school staff in warning signs and how to refer students to SAP services
8. Developing and disseminating prevention messages that challenge community and social norms, using existing communication channels and youth leaders
9. Strengthening and leveraging partnerships with after-school programs, mentoring programs, and community-based services to facilitate out-of-school time resiliency opportunities for high risk youth
10. Problem identification and referral to services for students who may be experiencing problems at home or school relative to their own substance misuse or within their family

**TERMS OF EMPLOYMENT:** Part-time contractual conditioned on funding. Salary and other terms and conditions of employment shall be determined by the Superintendent.

**EVALUATION:** Performance in this position will be evaluated by the Grant Project Manager in accordance with School Board policy.

**ADOPTED:** School Board meeting August 14, 2014

Subject: Student Assistance Program

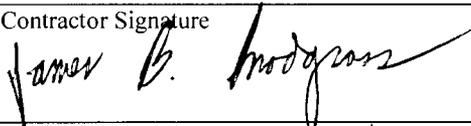
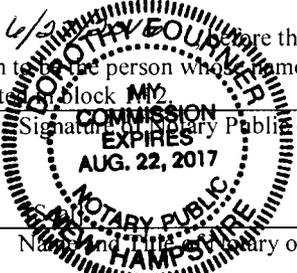
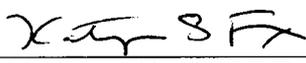
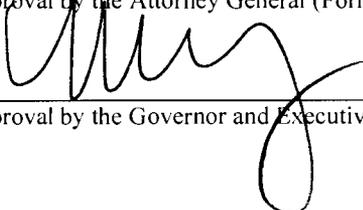
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division of Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name <i>2008</i> Second Start Second		1.4 Contractor Address 17 Knight Street Concord, NH 03301	
1.5 Contractor Phone Number 603-228-1341 exp 4216	1.6 Account Number 05-95-49-491510-2407-102-500731	1.7 Completion Date 6/30/2018	1.8 Price Limitation \$124,578
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory James B. Snodgrass Executive Director	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Merrimack</i> On <i>6/2</i> I, 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 <i>MD</i> . 1.13.1 Signature of Notary Public or Justice of the Peace  <i>Dorothy Fournier</i>			
1.13.2 Name of Notary Public or Justice of the Peace			
1.14 State Agency Signature  Date: <i>7/5/16</i>		1.15 Name and Title of State Agency Signatory Katja S. Fox Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>Megan A. York - Attorney 7/8/16</i>			
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.

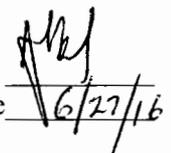
**7. PERSONNEL.**

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 initials "MJ" and date "6/27/16" written over a horizontal line.

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 MSJ  
Date 6/27/16



## 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 will address underage drinking among persons aged 12 to 20, and prescription drug misuse and abuse and illicit opioid misuse and abuse among persons aged 12 to 25, and for 'high need, high risk' populations in the Hillsboro-Derry High School, the Rundlett Middle School, the Second Start Alternative School, and towns within the school districts.

### 2. Definitions

- 2.1. AlcoholEdu for College - AlcoholEdu for College is an interactive online program designed to reduce the negative consequences of alcohol amongst students. More information can be found at the following link: <https://everfi.com/higher-education/alcoholedu/>
- 2.2. Environmental Strategies – Environmental Strategies work is done at the community (school, town, state etc.) level that creates shifts in attitudes, perceptions, policies and culture toward healthier lifestyles. This broad work is effective at creating population level changes. This kind of work supports the ideas that help people live in healthy communities and that healthy communities support the health and wellbeing of their citizens.
- 2.3. Evidence-Based Prevention Services –According to the Substance Abuse and Mental Health Services Administration Evidence-based prevention refers to a set of prevention activities that evaluation research has shown to be effective in producing positive outcomes.  
<http://captus.samhsa.gov/prevention-practice/defining-evidence-based>.
- 2.4. 'High need, high risk' populations are local communities (cities/towns/schools/college campuses) that show that their population's prevalence rates for alcohol and/or other drugs misuse are higher than the New Hampshire's state average prevalence rates. Vendors shall demonstrate 'high need, high risk' populations by using the prevalence rate data from the 2013 or 2015 Youth Risk Behavior Survey (YRBS) or the 2014 National Survey on Drug Use and Health (NSDUH) reports or similar data.
- 2.5. Learning Collaborative - A Learning Collaborative is a teaching model that focuses on adoption of best practices in diverse service settings and emphasizes adult learning principles, interactive training methods, and skill-focused learning in the transfer of knowledge and skills among participants.
- 2.6. National Survey on Drug Use and Health (NSDUH) - NSDUH reports high risk behavior for individuals 12 and over. More information can be found at the following link:  
<https://nsduhweb.rti.org/respweb/homepage.cfm>

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- 2.7. Partnership for Success- Partnership for Success is a federal grant that provides funding for services to communities that have the highest risk and prevalence of substance use among individuals 12 to 25.
- 2.8. Project Alert – Project alert is an evidenced based curriculum that addresses the pro-drug mindset of today's teens and effectively increases their likelihood to remain drug-free. More information can be found at the following link: <http://www.projectalert.com/>
- 2.9. Project Success - Project Success is a student assistance program which is endorsed by the Substance Abuse and Mental Health Services Administration as an Evidenced-Based prevention program. Project Success is implemented by specially trained student assistance counselors who are imbedded in schools 2-5 days/week. It is a research-based program that uses interventions that are effective in reducing risk factors and enhancing protective factors. More information can be found at the following link: <http://www.sascorp.org/success.html>
- 2.10. Youth Risk Behavior Survey (YRBS) - YRBS reports high-risk behaviors for students in middle and high schools for grades 6 to 12. The YRBS survey is the a collaboration between the Centers for Disease Control and Prevention (CDC), the New Hampshire Department of Education, and the New Hampshire Department of Public Health. More information can be found at the following link: <https://wisdom.dhhs.nh.gov/wisdom/>

### 3. Scope of Services

- 3.1. The Contractor will be responsible for the Student Assistant Program activities as follows:
  - 3.1.1. Screen individuals who are referred to the program, using the guidance provided by the Department, and using an evidenced based screening tool that must include an assessment of the individual, family, substance use issues, and if a referral to treatment is appropriate. For a list of potential tools, go to NAMI-NH's recommendations at: [www.naminh.org/uploads/NAMIREclaimingOurFuture.pdf](http://www.naminh.org/uploads/NAMIREclaimingOurFuture.pdf)
  - 3.1.2. Submit for Department approval within thirty (30) days of the contract effective date, the evidenced based screening tool to be used.
  - 3.1.3. Refer individuals to community treatment providers, as appropriate.
  - 3.1.4. Conduct individual support sessions as needed with the purpose of crisis intervention or to motivate students in participating in groups modeled after Project Success.
  - 3.1.5. Conduct individual sessions as needed to assist students in:
    - 3.1.5.1. Identifying and resisting social and situational pressures to use substances.
    - 3.1.5.2. Correcting misperceptions about the prevalence and acceptability of substance use.
    - 3.1.5.3. Focusing on the personal consequences of substance use.
    - 3.1.5.4. Teaching and providing opportunities to practice resistance and coping skills.
    - 3.1.5.5. Identifying barriers to using the newly developed skills or adopting healthy

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6/27/16



Exhibit A

attitudes.

- 3.1.6. Conduct the Newcomers Group, the Children of Substance Abusing 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 including but not limited to:
  - 3.1.6.1. Alcohol and other Drug Assessment Education Group
  - 3.1.6.2. Sibling Group
  - 3.1.6.3. Non-Users Group
  - 3.1.6.4. Parents, Peers, and Partying Group
  - 3.1.6.5. Users Group
  - 3.1.6.6. Users/Children of Substance Abusing Parents Group
  - 3.1.6.7. Recovery Group.
- 3.1.7. Provide Parent Education regarding prescription drug misuse, underage drinking and binge drinking, within the school and community.
- 3.1.8. Provide alcohol and other drug prevention education, when an applicant is a middle school or high school, using an evidence based curriculum such as Project Alert, during seventh and ninth grade transitional years that includes, but is not limited to:
  - 3.1.8.1. Adolescent alcohol, tobacco and other drug information.
  - 3.1.8.2. Family Dynamics and pressures.
  - 3.1.8.3. Skills for coping with stress and life pressure.
- 3.1.9. Submit to the Department for approval within thirty (30) days of the contract effective date, the evidence-based curriculum that will be used to meet the requirements in Section .3.1.8.
- 3.1.10. Conducting a minimum of three (3) school/community centered environmental strategies (See Section 2, Request for Application Terminology) that broadly reach populations within the school and community and focus on alcohol and other drug prevention messaging which can include utilizing existing groups and programs, as appropriate, to meet this requirement.
- 3.1.11. 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 such as Facebook, Instagram etc. with Department identified organizations such as the Partnership for a Drug Free NH.
- 3.1.12. Use a survey provided by the Department to conduct pre- and post-surveys of students in grades 7 through 12, who receive student assistance program services through group education such as those listed in Section 3.1.6. The Applicant will conduct pre survey of students at the start of the group education program and post



Exhibit A

survey of the same students who completed the group education program.

- 3.1.13. Use the Youth Risk Behavior Survey, as provided by the Department, to conduct a survey of all students in grades 7 through 12 during the period of March through May of 2017.
- 3.1.14. Use a survey provided by the Department to conduct a survey of all students in grades 7 through 12, during the period of March through May of 2018.
- 3.1.15. Return the completed surveys in Sections 3.1.14 through 3.1.15 as instructed by the Department.
- 3.1.16. Evaluate the existing school policies on alcohol and other drugs in the first year of the contract and make improvements to the existing policies to those based on best practice and according to the recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment that can be found at the following link:  
<http://www.dhhs.nh.gov/dcbcs/bdas/documents/modelschoolpolicy.pdf>.
- 3.1.17. Implement the improvements to the alcohol and other drug school policies in Section 3.1.18 in year two of the Contract.
- 3.1.18. Participate in the Student Assistance Learning Collaborative and other mandatory trainings as identified by the Department.
- 3.1.19. Input data on a monthly or quarterly basis to an online database, as required by the Department, such as but not limited to:
  - 3.1.19.1. Number of students
  - 3.1.19.2. Demographic of students
  - 3.1.19.3. Number of environmental strategies
  - 3.1.19.4. Amount of funds received from other sources
- 3.1.20. Provide additional reports or data as required by the Department.
- 3.1.21. Allow a team authorized by the Department to meet with the applicant and staff on a quarterly basis or as needed to conduct a site visit. The Contractor shall:
  - 3.1.21.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 3.1.21.2. Ensure the Department is provided with access that includes but is not limited to:
    - 3.1.21.3. Data
    - 3.1.21.4. Financial records
    - 3.1.21.5. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
    - 3.1.21.6. Scheduled phone access to Contractor staff

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6/27/16



Exhibit A

- 3.1.21.7. Timely unscheduled phone response by Contractor principals and staff.
- 3.1.22. Provide a sustainability plan for continuation of the Student Assistance Program to the Department for review and approval 90 days before the contract end date. The sustainability plan must be made in collaboration with the region's Regional Public Health Network. For a list of Regional Public Health Network please refer to <http://www.dhhs.nh.gov/dcbcs/bdas/index.htm>
- 3.1.23. 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.
- 3.1.24. Maintain dedicated staff to provide the student assistance program that meets the following standards:
- 3.1.24.1. One fulltime equivalent (over 37.5 hours per week) staff person to every one thousand (1,000) students.
  - 3.1.24.2. For schools serving less than one thousand (1,000) students, the staff person must be available for a minimum of two days (at 7.5 hours per day) per week and cannot serve more than two (2) buildings or campuses.
  - 3.1.24.3. Staff shall obtain Certified Prevention Specialist status within one (1) year.
  - 3.1.24.4. Provide a non-federal 25% match, which is a non-federal share of costs that the applicant is required to contribute to accomplish the activities in this Request for Application. The match shall be non-federal cash and/or a non-monetary In-kind contribution of 25% of the total dollar amount awarded by the Department in the resulting contract. The purpose of the match is to ensure sustainability of the student assistant program beyond the life of the contract.
    - a. A cash match is defined as non-federal cash from the applicant's own funds or cash donations from non-federal third parties.
    - b. An In-kind non-federal match is defined as a non-monetary contribution of personnel, goods, or services purchased or received from non-federal sources:
    - c. 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. More information may be found at: <http://education.nh.gov/data/attendance.htm>
    - d. The Applicant shall report monthly the amount, type of match being provided, and the source of the match with invoicing.
    - e. The applicant cannot use other federal funds as a match.

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6/27/16



## 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 Catalog of Federal Domestic Assistance (CFDA) #93.243, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration in providing services pursuant to Exhibit A, Scope of Services. 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, all-inclusive rate for actual hours worked only.
4. The Contractor shall be available to provide services identified in Exhibit A, Scope of Services, as needed.
5. Payment for services shall be processed as follows:
  - 5.1 The Contractor shall submit monthly invoices for reimbursement of actual hours worked during the month, for a total of twelve (12) invoices per year. The invoice shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 5.2 Invoices described in Exhibit B, Method and Condition Precedent to Payment, Section 5.1 and reports identified in Exhibit A, Scope of Services must be submitted to:

Attn: Financial Manager  
NH Department of Health and Human Services  
Bureau of Drug and Alcohol Services  
129 Pleasant St.  
Concord, NH 03301-3857
6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
10. The Contractor agrees to keep records of their activities related to Department programs and services.
11. The Contractor agrees not to use the funding in this Agreement to replace funding for a program already funded from another source.

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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;

*ABJ*

*6/27/16*

New Hampshire Department of Health and Human Services  
Exhibit C



- 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.

Handwritten initials and date: *[Handwritten Signature]*  
Date 6/27/16

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

*JSP*  
6/27/16

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.

ABJ  
6/27/16



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.
  
3. 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.

*[Handwritten initials]*

*[Handwritten date]* 6/27/16



**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]*  
6/27/16

New Hampshire Department of Health and Human Services  
Exhibit D



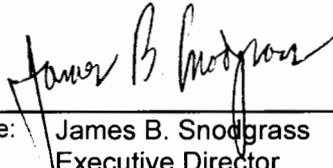
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 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: Second Start

June 27, 2016  
Date

  
Name: James B. Snodgrass  
Title: Executive Director

Contractor Initials   
Date 6/27/16



**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: Second Start

June 27, 2016  
Date

James B. Snodgrass  
Name: James B. Snodgrass  
Title: Executive Director

JS  
6/27/16



**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]*  
6/27/10



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: Second Start

June 27, 2016  
Date

James B. Snodgrass  
Name: James B. Snodgrass  
Title: Executive Director

Contractor Initials JS  
Date 6/27/16



**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

*6/27/14*

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: Second Start

June 27, 2016  
Date

James B. Snodgrass  
Name: James B. Snodgrass  
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

JS

Date

6/27/16



**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: Second Start

June 27, 2016  
Date

James B. Snodgrass  
Name: James B. Snodgrass  
Title: Executive Director

Contractor Initials JS  
Date 6/27/16



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]*

*6/27/16*



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



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]*  
Date 6/27/16



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.

ABJ  
Date 6/27/16



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

7/5/16  
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

June 27, 2016  
Date

Contractor Initials JS  
Date 6/27/16



**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: Second Start

June 27, 2016  
Date

James B. Snodgrass  
Name: James B. Snodgrass  
Title: Executive Director

JS  
6/27/16

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: 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:

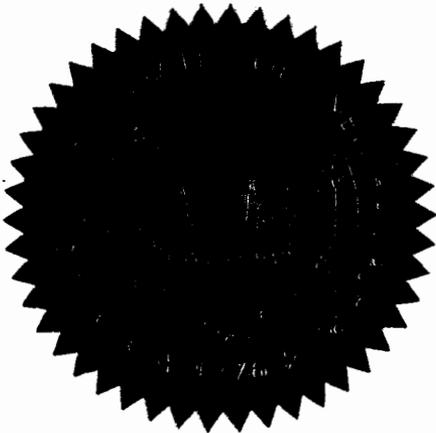
Name: _____	Amount: _____

MB  
6/27/16

# 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 formed September 3, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4<sup>th</sup> day of April A.D. 2016

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Second Start  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on June 27, 2016:  
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 27th day of June, 2016  
(Date Contract Signed)

4. James Snodgrass is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

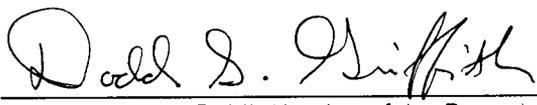
  
(Signature of the Elected Officer)

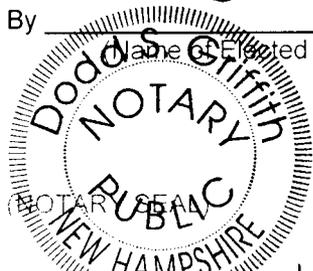
STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 27<sup>th</sup> day of June, 2016.

By George Pangakis, Secretary  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)



Commission Expires: 11-14-2017



## **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.

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***SECOND START***

***AUDITED FINANCIAL STATEMENTS***

***FOR THE YEARS ENDED  
JUNE 30, 2015 AND 2014***

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## INDEX TO FINANCIAL STATEMENTS

Independent Auditor's Report .....	1-2
Statements of Financial Position .....	3
Statements of Activities.....	4
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Combining Schedule of Support and Revenues, Expenses and Changes in Net Assets 2014 .....	15

## 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, 2015 and 2014, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

### *Management's Responsibility for the Financial Statements*

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

### *Auditor's Responsibility*

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

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

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

### *Opinion*

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Second Start as of June 30, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

***Report on Summarized Comparative Information***

We have previously audited Second Start's 2014 financial statements, and our report dated August 23, 2014, expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2014, is consistent, in all material aspects, with the audited financial statements from which it has been derived.

***Other Matters***

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The combining schedules of support and revenues, expenses and changes in net assets on pages 14 and 15 are presented for purposes of additional analysis and 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.

Very truly yours,

*Mason + Rich, P.A.*

MASON + RICH PROFESSIONAL ASSOCIATION  
Certified Public Accountants

September 30, 2015

**SECOND START**  
**STATEMENTS OF FINANCIAL POSITION**  
**JUNE 30, 2015 AND 2014**

**ASSETS**

	2015	2014
<b>CURRENT ASSETS</b>		
Cash	\$ 199,296	\$ 63,148
Accounts Receivable	20,789	33,402
Grants Receivable	95,345	182,252
Unconditional Promises to Give	51,967	-
Prepaid Expenses	85,258	14,639
Security Deposits	-	2,530
<b>Total Current Assets</b>	<b>452,655</b>	<b>295,971</b>
<b>PROPERTY AND EQUIPMENT</b>		
Property and Equipment	2,988,405	2,952,383
Less Accumulated Depreciation	(1,662,300)	(1,565,408)
<b>Net Property and Equipment</b>	<b>1,326,105</b>	<b>1,386,975</b>
<b>TOTAL ASSETS</b>	<b>\$ 1,778,760</b>	<b>\$ 1,682,946</b>

**LIABILITIES AND NET ASSETS**

<b>CURRENT LIABILITIES</b>		
Current Portion of Long-Term Debt	\$ -	\$ 1,542
Accounts Payable	24,840	24,442
Accrued Expenses	184,970	176,836
Deferred Revenue	10,474	5,268
<b>Total Current Liabilities</b>	<b>220,284</b>	<b>208,088</b>
<b>TOTAL LIABILITIES</b>	<b>220,284</b>	<b>208,088</b>
<b>NET ASSETS</b>		
Unrestricted		
Board-Designated	50,000	50,000
Undesignated	1,431,066	1,387,258
Temporarily Restricted	77,410	37,600
<b>TOTAL NET ASSETS</b>	<b>1,558,476</b>	<b>1,474,858</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 1,778,760</b>	<b>\$ 1,682,946</b>

The Accompanying Notes are an Integral Part of These Financial Statements

**SECOND START**  
STATEMENTS OF ACTIVITIES  
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

	Unrestricted	Temporarily Restricted	2015	2014
<b>SUPPORT AND REVENUES</b>				
Contributions	\$ 35,090	-	\$ 35,090	\$ 27,900
United Way	8,207	51,967	60,174	52,268
Fees from Governmental Agencies	814,387	-	814,387	735,446
Grants from Governmental Agencies	943,249	-	943,249	951,305
Grants - Private	30,000	-	30,000	11,000
Private Fees	825,343	30,000	855,343	846,380
Miscellaneous	54,476	-	54,476	13,694
<b>Total Support and Revenues</b>	<u>2,710,752</u>	<u>81,967</u>	<u>2,792,719</u>	<u>2,637,993</u>
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>				
Expiration of Program Restrictions	42,157	(42,157)	-	-
<b>EXPENSES</b>				
<b>Program Services</b>				
Instruction and Student Activities	1,830,160	-	1,830,160	1,761,831
Staff Development and Professional Fees	187,984	-	187,984	202,647
Other Program Costs	187,974	-	187,974	177,159
Occupancy	80,948	-	80,948	74,019
Direct Depreciation	74,709	-	74,709	78,708
<b>Total Program Services</b>	<u>2,361,775</u>	<u>-</u>	<u>2,361,775</u>	<u>2,294,364</u>
<b>Support Services</b>				
General Administrative	347,326	-	347,326	327,189
<b>Total Support Services</b>	<u>347,326</u>	<u>-</u>	<u>347,326</u>	<u>327,189</u>
<b>Total Expenses</b>	<u>2,709,101</u>	<u>-</u>	<u>2,709,101</u>	<u>2,621,553</u>
<b>CHANGES IN NET ASSETS</b>				
Net Assets, Beginning of Year	43,808	39,810	83,618	16,440
	<u>1,437,258</u>	<u>37,600</u>	<u>1,474,858</u>	<u>1,458,418</u>
<b>Net Assets, End of Year</b>	<u>\$ 1,481,066</u>	<u>\$ 77,410</u>	<u>\$ 1,558,476</u>	<u>\$ 1,474,858</u>

The Accompanying Notes are an Integral Part of These Financial Statements

**SECOND START**  
**STATEMENTS OF CASH FLOWS**  
**FOR YEARS ENDED JUNE 30, 2015 AND 2014**

	2015	2014
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase in Net Assets	\$ 83,618	\$ 16,440
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by (Used in) Operating Activities:		
Depreciation	99,930	106,244
(Increase) Decrease in Operating Assets:		
Accounts Receivable	12,613	31,466
Grants Receivable	86,907	(59,878)
Pledges Receivable	(51,966)	-
Prepaid Expenses	(70,619)	(1,946)
Security Deposits	2,530	600
Increase (Decrease) in Operating Liabilities:		
Accounts Payable	398	10,491
Accrued Expenses	8,134	8,705
Deferred Revenue	5,206	2,115
Total Adjustments	<u>93,133</u>	<u>97,797</u>
<i>Net Cash Provided by Operating Activities</i>	<u>176,751</u>	<u>114,237</u>
 <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of Property and Equipment	<u>(39,061)</u>	<u>(82,508)</u>
 <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayment of Long-Term Debt	<u>(1,542)</u>	<u>(9,096)</u>
 <b>NET INCREASE (DECREASE) IN CASH</b>		
	136,148	22,633
<i>Cash, Beginning of Year</i>	<u>63,148</u>	<u>40,515</u>
<i>Cash, End of Year</i>	<u>\$ 199,296</u>	<u>\$ 63,148</u>
 <b>Supplemental Disclosure of Cash Flow Information</b>		
Cash Paid During the Year For:		
Interest	<u>\$ 88</u>	<u>\$ 1,408</u>

*The Accompanying Notes are an Integral Part of These Financial Statements*

**SECOND START**  
NOTES TO THE FINANCIAL STATEMENTS

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**A | NATURE OF ACTIVITIES**

Second Start (the Organization) is a private nonprofit education corporation which has been in existence since 1970. Second Start is committed to improving the economic and educational wellbeing of New Hampshire residents. Its goal is to help people become more productive workers, family members and community citizens. Within these opportunities, the Organization offers a variety of programs, each serving participants in ways that meet their needs.

The programs available at Second Start are as follows:

Special Education – The Special Education Program was established in 1979 and accounts for the proceeds of an education program that serves special needs students ages 14-21 from local school districts in the greater Concord area.

Transitional Employment Training Program (TET) – The TET Program was established in 1984 and accounts for proceeds and expenses used to provide a vocationally oriented program designed to develop positive work attitudes and behaviors for adolescents.

Alternative High School – The Alternative High School Program was established in 1976 and accounts for the proceeds and expenses of an alternative academic program for adolescents previously unsuccessful in public high school programs. Students are not coded special education.

Student Assistance Program (SAP) – The Student Assistance Program was started in 1984. The Student Assistance Program is a drug education, prevention and early identification program designed for public school students. The program accounts for the proceeds and expenses associated with the student assistance services for the local school districts as well as programs for the Organization's Alternative High School and special education students.

Adult Basic Education (ABE) -- The Adult Basic Education Program was established in 1971 and accounts for the proceeds and expenses for providing remedial academic programs for adults from the most basic levels through preparation for the High School Equivalency Exam (HiSET) as well as English as a second language classes. The program also includes academic and vocational counseling for students. The program includes fees and expenses for providing HiSET Testing services and statewide staff development for ABE teachers.

Adult Learner Services (ALS) – The Adult Learner Services Program, formerly the Adult Tutorial Program, was established in 1983 and accounts for proceeds and expenses used to help adults increase their reading and math skills through the aid of tutors. This program also includes services to foreign-speaking and refugee students to increase their English skills.

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*(Continued on next page)*

**SECOND START**  
NOTES TO THE FINANCIAL STATEMENTS

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Day Care Program – The Day Care Program was established in 1973 and accounts for proceeds and expenses used to care for children (ages 6 weeks to 12 years) of the Organization’s students and the general community while their parents are in classes, training programs or working during the day. This program also includes services to protective custody referrals from the NH 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 NH communities.

**B | SIGNIFICANT ACCOUNTING POLICIES**

***Basis of Accounting***

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

***Estimates***

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

***Cash and Cash Equivalents***

For purposes of the statement of cash flows, cash includes cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. The Organization had no cash equivalents at June 30, 2015 and 2014.

***Accounts Receivable***

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management considers accounts to be delinquent based on the date of unpaid invoices. Past due receivables are written off at management’s discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United States because of the effects of the direct write off method approximate those of the allowance method. All accounts are considered to be collectible. The Organization does not accrue interest on accounts receivable.

***Grants Receivable***

Grants receivable are amounts due for reimbursement from various grant agencies. No allowance is recorded because all amounts are expected to be fully reimbursed by the federal and state governments. Interest is not allowed and is not accrued on any grants receivable balances.

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*(Continued on next page)*

**SECOND START**  
NOTES TO THE FINANCIAL STATEMENTS

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***Promises to Give***

Promises to give are stated at the amount management expects to collect from outstanding balances. Management evaluates the collectability of customer accounts by considering factors such as historical experience, the age of the promise to give, and current economic conditions that may affect a customer's ability to pay. Past due promises to give are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United States because the effects of the direct write off method approximate those of the allowance method. The Organization does not charge interest on promises to give.

***Property and Equipment***

The Organization's policy is to capitalize individual purchases, renewals and betterments in excess of \$500. Maintenance, repairs and minor renewals are charged to expense as incurred. Periodically, management evaluates property and equipment for impairment when events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. When items of property and equipment are sold or retired, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is included in the statement of income. These items are depreciated using the straight-line method over their estimated useful lives as follows:

Furniture and Equipment	5 years
Leasehold Improvements	5 - 30 years
Building	40 years

***Contributions***

Contributions received are recorded as unrestricted, temporarily restricted or permanently restricted support depending on the existence or nature of any donor restrictions.

***Net Assets***

The Organization is required to report information regarding its financial position and activities according to classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. Descriptions of the net asset categories included in the Organization's financial statements are as follows:

Unrestricted net assets include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

Temporarily restricted net assets include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

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*(Continued on next page)*

**SECOND START**  
NOTES TO THE FINANCIAL STATEMENTS

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Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2015 and 2014.

***Donated Materials and Services***

Contributed property and equipment is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support.

Contributions of donated noncash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, that are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

There were no donated materials and services at June 30, 2015 and 2014.

***Tax Status***

The Organization is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. *Accounting for Uncertainty in Income Taxes* did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax) for 2012, 2013, and 2014 are subject to examination by the IRS, generally for three years after they are filed.

***Functional Allocation of Expenses***

The costs of providing the various programs and activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Salaries and related expenses are allocated to the various program and supporting services based on actual or estimated time employees spend on each function. The remaining expenses are specifically allocated whenever practical or are allocated based on space utilization.

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*(Continued on next page)*

**SECOND START**  
NOTES TO THE FINANCIAL STATEMENTS

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**C | CONCENTRATION OF RISK**

The Organization maintains cash balances at various financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at most institutions or collateralized by short-term investments. There was no amount of cash uninsured or uncollateralized as of June 30, 2015 and 2014.

**D | ACCOUNTS RECEIVABLE**

Accounts receivable consist of amounts due from Daycare I and II, and revenues due from various school districts for the Alternative High School program.

**E | PROPERTY AND EQUIPMENT**

For the years ended June 30, 2015 and 2014 the balance in property and equipment consisted of the following:

	<u>2015</u>	<u>2014</u>
Building and Improvements	\$ 1,249,601	\$ 1,241,848
Leasehold Improvements	916,644	907,693
Land	210,000	210,000
Furniture and Equipment	<u>612,160</u>	<u>592,842</u>
Total	2,988,405	2,952,383
Less Accumulated Depreciation	<u>(1,662,300)</u>	<u>(1,565,408)</u>
Total Property and Equipment, Net	<u>\$ 1,326,105</u>	<u>\$ 1,386,975</u>

The Organization has use of computers and equipment which are the property of State and Federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense amounted to \$99,930 and \$106,244 for the years ended June 30, 2015 and 2014, respectively.

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*(Continued on next page)*

**SECOND START**  
NOTES TO THE FINANCIAL STATEMENTS

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**F | COMMITMENTS AND CONTINGENCIES**

***Energy Efficiency Initiative***

In fiscal year 2010, the Organization began an initiative to improve the energy efficiency of both 450 North State Street and the 17 Knight Street building in Concord, New Hampshire. The initiative includes energy improvements, including insulation, new windows, new daycare ceilings, ventilation and lighting, boiler replacement, conversion to electronic thermostats, and appliance replacement at an estimated total cost of \$681,265.

Financial support for the energy efficiency initiative included a Community Development Finance Authority (CDFA) grant of \$343,000. Additional funding was obtained from a Community Development Block Grant (CDBG) in the amount of \$313,265 through the city of Concord, New Hampshire and \$15,000 in cash donations. These grants were completed in 2011. Both grants are restricted to the Organization's energy efficiency initiative. Additionally, in the event the Organization ceases to use the buildings in providing services to low to moderate income populations, both grants will require repayment of a portion of the proceeds. This contingency continues through 2020 and 2030 for the CDFA and CDBG grants, respectively.

***Grant Compliance***

The Organization received funds under various grants. Under the terms of the grants the Organization is required to use the funds within a certain period and for purposes specified by governing laws and regulations. If expenditures were found not to have been made in compliance with laws and regulations, the Organization might be required to repay the funds.

***Contingencies***

The Organization purchased the Garrison School Building in West Concord from the Concord School District with an interest-free loan of \$210,000 payable over twenty-five (25) years. Payments started at \$4,800 and increased \$300 each year thereafter. At the end of the loan, Concord School District has an option to repurchase the property. Imputed interest of 4% is being calculated on the loan as of June 30, 1996 and the remaining balance of the interest contribution is being reported in temporary restricted net assets. The loan was repaid as of June 30, 2013 and the City has released the option to repurchase the property as of June 30, 2014.

**G | LINE OF CREDIT**

The Organization maintains a revolving line of credit agreement with Bank of New Hampshire in the amount of \$600,000, at 0.50% over the Wall Street Journal prime rate, which was 3.75% at June 30, 2015 and 2014. The agreement is collateralized by all business assets of the Organization. The organization had no outstanding balance on the line of credit as of June 30, 2015 and 2014.

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*(Continued on next page)*

**SECOND START**  
NOTES TO THE FINANCIAL STATEMENTS

**H | LONG-TERM DEBT**

The Organization's long-term debt consists of the following for the years ended June 30:

	2015	2014
Note payable to the City of Concord, due in monthly installments of \$744, including principal and interest at 3%, payable over 5 years and secured by property.	\$ -	\$ 1,542
Less Current Portion	-	(1,542)
Long-Term Debt Net of Current	\$ -	\$ -

Interest expense was \$88 and \$1,408 for the years ended June 30, 2015 and 2014, respectively.

**I | LEASE AGREEMENTS**

The Organization has entered into a long-term lease agreement for property located at 450 North State Street whereby the Organization has use of the building in return for its upkeep and maintenance. The improvements were capitalized with a five or twenty-year depreciable life. Depreciation expense was \$12,418 and \$11,526 for the years ended June 30, 2015 and 2014, respectively.

**J | NET ASSETS**

Temporarily restricted net assets consisted of United Way funding for 2016 in the amount of \$51,967 and other small private grants of \$25,443 at June 30, 2015. Temporarily restricted net assets consisted of United Way funding for 2015 in the amount of \$31,500 and other small private grants of \$6,100 at June 30, 2014.

**K | BOARD-DESIGNATED NET ASSETS**

Board-designated net assets are designated for capital and other repairs and maintenance projects.

**L | IN-KIND CONTRIBUTIONS**

Many members and other persons have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

*(Continued on next page)*

**SECOND START**  
NOTES TO THE FINANCIAL STATEMENTS

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**M | RETIREMENT PLAN**

At date of employment with the Organization, all full-time and part-time employees over twenty-one years of age and working more than 1,000 hours per year may contribute a portion of their wages to an Internal Revenue Code Section 403(b) retirement plan. The Organization may contribute to the employee's retirement fund at the Board's discretion. There were no contributions paid by the Organization for the year ended June 30, 2015 and 2014.

**N | SUBSEQUENT EVENTS**

Management has evaluated subsequent events through September 30, 2015, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date. Second Start did not identify any subsequent events that would require disclosure in the financial statements.

**SECOND START**

COMBINING SCHEDULE OF SUPPORT AND REVENUES, EXPENSES AND CHANGES IN NET ASSETS  
FOR THE YEAR ENDED JUNE 30, 2015

	General & Building	Special Education	T.E.T. Program	Alternative High School	Student Assistance	Adult Basic Education	Adult Learner	Welcoming Concord	Daycare	Total
<b>SUPPORT AND REVENUES</b>										
Contributions	\$ 5,101	\$ -	\$ -	\$ 26,048	\$ -	\$ -	\$ 161	\$ -	\$ 3,780	\$ 35,090
United Way	-	-	-	9,135	-	-	2,900	-	19,473	60,174
Fees from Governmental Agencies	-	271,318	145,218	195,652	139,026	63,173	-	-	-	814,387
Grants from Governmental Agencies	-	-	-	-	79,883	534,195	106,402	-	222,769	943,249
Grants-Private	-	-	-	-	-	-	-	30,000	-	30,000
Private Fees	-	-	-	-	-	-	-	-	855,343	855,343
Miscellaneous	36,578	2,144	-	513	-	13,003	260	-	1,978	54,476
<b>Total Support and Revenues</b>	<b>41,679</b>	<b>273,462</b>	<b>145,218</b>	<b>231,348</b>	<b>218,909</b>	<b>639,037</b>	<b>109,723</b>	<b>30,000</b>	<b>1,103,343</b>	<b>2,792,719</b>
<b>EXPENSES</b>										
<b>Program Services</b>										
Instruction and Student Activities	6,649	230,841	78,420	147,970	179,085	323,148	74,552	2,329	787,166	1,830,160
Staff Development and Professional Fees	147	2,192	538	867	1,814	174,760	805	2,100	4,761	187,984
Other Program Costs	9,661	18,324	18,537	13,876	4,923	31,448	9,782	128	81,295	187,974
Occupancy	-	7,352	2,888	7,356	986	19,375	6,992	0	35,999	80,948
Direct Depreciation	-	12,094	2,306	7,058	404	13,553	4,782	0	34,512	74,709
<b>Total Program Services</b>	<b>16,457</b>	<b>270,803</b>	<b>102,689</b>	<b>177,127</b>	<b>187,212</b>	<b>562,284</b>	<b>96,913</b>	<b>4,557</b>	<b>943,733</b>	<b>2,361,775</b>
<b>Support Services</b>										
General Administrative	-	41,471	16,221	25,772	17,992	89,749	14,657	0	141,464	347,326
<b>Total Support Services</b>	<b>-</b>	<b>41,471</b>	<b>16,221</b>	<b>25,772</b>	<b>17,992</b>	<b>89,749</b>	<b>14,657</b>	<b>0</b>	<b>141,464</b>	<b>347,326</b>
<b>Total Expenses</b>	<b>16,457</b>	<b>312,274</b>	<b>118,910</b>	<b>202,899</b>	<b>205,204</b>	<b>652,033</b>	<b>111,570</b>	<b>4,557</b>	<b>1,085,197</b>	<b>2,709,101</b>
Excess (Deficiency) of Support and Revenues Over Expenses	25,222	(38,812)	26,308	28,449	13,705	(12,996)	(1,847)	25,443	18,146	83,618
<b>Net Assets, Beginning of Year</b>	<b>969,607</b>	<b>(515,475)</b>	<b>21,026</b>	<b>507,762</b>	<b>(4,554)</b>	<b>123,779</b>	<b>(56,365)</b>	<b>-</b>	<b>429,079</b>	<b>1,474,858</b>
<b>Net Assets, End of Year</b>	<b>994,829</b>	<b>(554,287)</b>	<b>\$ 47,334</b>	<b>\$ 536,211</b>	<b>\$ 9,151</b>	<b>\$ 110,783</b>	<b>\$ (58,212)</b>	<b>\$ 25,443</b>	<b>\$ 447,225</b>	<b>\$1,558,476</b>

**SECOND START**  
 COMBINING SCHEDULE OF SUPPORT AND REVENUES, EXPENSES AND CHANGES IN NET ASSETS  
 FOR THE YEAR ENDED JUNE 30, 2014

	General & Building	Special Education	T.E.T. Program	Alternative High School	Student Assistance	Adult Basic Education	Adult Learner	Daycare	Total
<b>SUPPORT AND REVENUES</b>									
Contributions United Way	\$ 4,958	\$ -	\$ -	\$ 18,649	\$ -	\$ 4,093	\$ 150	\$ 50	\$ 27,900
Fees from Governmental Agencies	-	-	-	8,389	-	24,135	2,027	17,717	52,268
Grants from Governmental Agencies	-	283,694	111,163	192,208	71,858	76,523	-	-	735,446
Grants-Private	-	-	-	-	52,798	551,501	104,415	242,591	951,305
Private Fees	-	-	-	-	-	11,000	-	-	11,000
Miscellaneous	5,309	-	-	737	680	3,166	40	846,380	846,380
<b>Total Support and Revenues</b>	<b>10,267</b>	<b>283,694</b>	<b>111,163</b>	<b>219,983</b>	<b>125,336</b>	<b>670,418</b>	<b>106,632</b>	<b>1,110,500</b>	<b>2,637,993</b>
<b>EXPENSES</b>									
<b>Program Services</b>									
Instruction and Student Activities	6,391	223,926	80,263	135,982	118,383	331,909	72,541	792,436	1,761,831
Staff Development and Professional Fees	315	2,640	437	1,115	2,581	191,169	732	3,658	202,647
Other Program Costs	3,511	18,285	15,419	14,760	7,010	32,173	10,124	75,877	177,159
Occupancy	-	7,210	2,805	7,210	960	16,368	6,370	33,096	74,019
Direct Depreciation	-	12,782	2,633	7,155	482	17,111	5,247	33,298	78,708
<b>Total Program Services</b>	<b>10,217</b>	<b>264,843</b>	<b>101,557</b>	<b>166,222</b>	<b>129,416</b>	<b>588,730</b>	<b>95,014</b>	<b>938,365</b>	<b>2,294,364</b>
<b>Support Services</b>									
General Administrative	198	38,814	16,775	26,061	10,333	92,048	13,701	129,259	327,189
<b>Total Support Services</b>	<b>198</b>	<b>38,814</b>	<b>16,775</b>	<b>26,061</b>	<b>10,333</b>	<b>92,048</b>	<b>13,701</b>	<b>129,259</b>	<b>327,189</b>
<b>Total Expenses</b>	<b>10,415</b>	<b>303,657</b>	<b>118,332</b>	<b>192,283</b>	<b>139,749</b>	<b>680,778</b>	<b>108,715</b>	<b>1,067,624</b>	<b>2,621,553</b>
Excess (Deficiency) of Support and Revenues Over Expenses	(148)	(19,963)	(7,169)	27,700	(14,413)	(10,360)	(2,083)	42,876	16,440
<b>Net Assets, Beginning of Year</b>	<b>969,755</b>	<b>(495,512)</b>	<b>28,195</b>	<b>480,062</b>	<b>9,859</b>	<b>134,139</b>	<b>(54,282)</b>	<b>386,203</b>	<b>1,458,418</b>
<b>Net Assets, End of Year</b>	<b>\$ 969,607</b>	<b>\$ (515,475)</b>	<b>\$ 21,026</b>	<b>\$ 507,762</b>	<b>\$ (4,554)</b>	<b>\$ 123,779</b>	<b>\$ (56,365)</b>	<b>\$ 429,079</b>	<b>\$ 1,474,858</b>



# Second Start

www.second-start.org

17 Knight Street  
Concord, NH 03301  
603-228-1341

Adult Basic Education

Adult Learner Services  
Tutorial Program

High School  
Equivalency Testing  
Center

English for Speakers  
of other Languages

First Start Children's  
Center

450 North State Street  
Concord, NH 03301  
603-225-3318

The Alternative  
High School

Consulting Services

Student Assistance  
Program

Transitional Employment  
and Training

## Second Start Board of Directors

Deb Shea

Dodd Griffith

George Pangakis

Matt Nadeau

Frank Lemay

Helmut Koch

Will Brunkhorst

Tom Painchaud

Maria del Mar Acebron

Becky Schaefer

Valerie Koch

Andrew Grosvenor

Carolyn Mallon

### President

Member since 2009

### Vice President

Member since 2014

### Secretary

Member since 2012

### Treasurer

Member since 2012

Member since 2005

Member since 2008

Member since 2008

Member since 2012

Member since 2012

Member since 2015

Member since 2016

Member since 2016

Member since 2016



A United Way Agency

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

**Contractor Name:** SECOND START

**Name of Contract:** Student Assistance Program

**BUDGET PERIOD:** SFY 17

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Vacant (HDSD)	SAP Counselor	\$27,648.00	75%	\$20,736.00
Vacant (Rundlett CSD)	SAP Counselor	\$27,648.00	75%	\$20,736.00
Sandra Benard (SSAHS)	SAP Counselor	\$27,648.00	75%	\$20,736.00
Kim Haley	Supervisor	\$61,640.00	0%	\$0
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$62,208.00</b>

**BUDGET PERIOD:** SFY 18

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Vacant (HDSD)	SAP Counselor	\$27,648.00	75%	\$20,736.00
Vacant (Rundlett CSD)	SAP Counselor	\$27,648.00	75%	\$20,736.00
Sandra Benard (SSAHS)	SAP Counselor	\$27,648.00	75%	\$20,736.00
Kim Haley	Supervisor	\$61,640.00	0%	\$0
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$62,208.00</b>

TITLE: Student Assistance Program (SAP) Counselor

REPORTS TO: Student Assistance Program Supervisor

HOURS: Vary

WAGE RANGE: Experience based

REQUIREMENTS:

- Be a Certified Prevention Specialist (CPS) or in process, but certified by the second year of employment

RESPONSIBILITIES:

- Implementation of Project Success in a middle school environment (grades 6-8), which includes the following components:
  1. Prevention Education Services (PES)
  2. Individual and group education and/or counseling
  3. Parent education
  4. Staff consultation
  5. Referral services
  6. Crisis Intervention
- Completion of all appropriate record keeping and reporting requirements associated with the grant
- Performance of other duties in the best interest of the program that are from time to time assigned by the Executive Director.

**Updated: 1/2015**

**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 09/14 Expires 12/13	<u>Certifications</u> Certified Prevention Specialist New Hampshire Master Licensed Alcohol and Drug Abuse Counselor (MLADAC)

**EDUCATION**

1986	Bachelor of Science Degree in Home Economics, Keene State College, Keene, NH
1999	University of New Hampshire, Durham, NH Masters in Social Work

**REFERENCES**

Available on Request

**Sandy Benard**

**EMPLOYMENT**

08/13 to Present

Guidance Counselor  
Second Start Alternative High School  
Concord, NH

09/11 to 08/12

Family Support Therapist  
Riverbend Community Mental Health Inc.  
Franklin, NH

08/06 to 06/11

Guidance Counselor  
Franklin Middle School  
Franklin, NH

08/05 to 06/06

Guidance Counselor  
Inter-Lakes High School  
Meredith, NH

05/03 to 01/04

Part-Time Counselor  
Phoenix Academy  
Dublin, NH

**EDUCATION**

09/99-05/03,  
09/03-05/05

Keene State College, Keene, NH  
A.S. Chemical Dependencies  
B.A. Clinical/Counseling Psychology  
Master of Education

**REFERENCES**

Available on Request