



Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION FOR BEHAVIORAL HEALTH**  
**BUREAU OF DRUG AND ALCOHOL SERVICES**

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6738 1-800-804-0909  
Fax: 603-271-6105 TDD Access: 1-800-735-2964

July 14, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services to enter into agreements with the vendors listed in the table below for the provision of evidenced informed substance misuse prevention direct services to youth and their parents/caregivers in an amount not to exceed \$395,892 effective upon Governor and Executive Council approval through June 30, 2018. 100% Other Funds.

Vendor	Vendor Number	Area Served	Total Amount
Boys & Girls Club of Greater Salem	TBD	Salem, Nashua, and Sougegan Valley	\$220,892
North Country Education Services Agency	TBD	Northern Grafton and COOS County	\$175,000
<b>Total:</b>			<b>\$395,892</b>

Funds are available in the following account for State Fiscal Year 2018.

**05-95-49-920510-2989 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

SFY	Class/Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	49158504	\$395,892
			<b>Sub-total SFY17</b>	<b>\$395,892</b>

**EXPLANATION**

The purpose of this request is enter into two (2) agreements with vendors who will provide substance misuse prevention direct services to youth and related programming for their parents/caregivers. Targets for this program include youth between ten (10) and twenty (20) years of age who are at risk of engaging in the misuse of alcohol and illicit use of drugs. Risk factors include youth experiencing poor academic performance or behavioral problems at school or that have dropped out of school, that are involved with the juvenile justice system, as

well as children whose parents/caregivers are engaged in the active misuse of alcohol and or illicit drugs.

The opioid epidemic in New Hampshire led to the passage of Senate Bill 533 (2016) making additional resources available to the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery. The Commission identified a portion of the funding allocated under SB 533 for prevention direct services that target youth, such as those proposed in this request.

The goal of these contracted prevention programs is to delay of the onset and use of alcohol and drugs and to increase parental knowledge about the negative effects of substance misuse has on their child(ren), improving parental knowledge and communication skills and to increase parental monitoring of their child(ren)'s behavior and activities. These programs promote positive youth development with the goal of preventing and reducing the misuse of alcohol, marijuana, prescription drugs and opioids.

Each vendor has chosen approved evidenced informed programs that include education and counseling, as well as information on healthy activities that can be developed as alternatives to engaging in the misuse of alcohol and drugs and other risky behaviors. Programming includes individual or group education and awareness about the serious and sometimes deadly consequence of substance misuse and assistance in helping students acquire the skills necessary to resist negative peer pressure for using alcohol or other drugs, their engagement in the development and promotion of alternative social activities and to assist participating youth in developing other mechanisms for coping with stressful circumstances in their life at home or at school. These programs also involve parents/caregivers and promote improved communication within the family about this topic.

All vendors providing direct prevention services through these contracts are required to establish ongoing working collaborative relationships with community based organizations including, health and social service agencies and schools, as well as the Regional Public Health Network in their area. The contractors are also required to conduct outreach to youth and their parents/caregivers to make them aware of these services and how to access them.

These contracts were competitively bid. The Department published a Request for Proposal on the Department of Health and Human Services website (RFP-2017-BDAS-04-SUBST) from March 21, 2017 through April 25, 2017. Four (4) proposals were received and evaluated. Because there is great need for diversified statewide services, the two (2) highest scoring were selected to receive funding for proposed services. The bid sheet is attached.

These contracts include language in Exhibit C-1, Paragraph 3 that allows the Department to renew contracted services for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

The Department's goal is that, through these contracts and other complementary strategies, the State of New Hampshire will experience a reduction in drug misuse prevalence rates among youth and the related consequences.

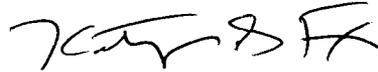
Should the Governor and Executive Council not approve this request, approximately 4,000 youth who are at high risk for developing a substance misuse disorder may not have access to comprehensive substance misuse prevention services.

Area Served: Statewide

Source of Funds: 100% Other Funds

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

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



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

Substance Misuse Prevention Direct  
 Services

RFP Name

RFP-2017-BDAS-04-SUBST

RFP Number

Bidder Name

1. Boys & Girls Club of Greater Salem, Inc.
2. NH Juvenile Court Diversion Network
3. North Country Education Services
4. EverFi, Inc.

Maximum Points	Actual Points
400	371
400	314
400	351
400	202

Reviewer Names

1. Laurie Heath, Business Administrator IV
2. Lauren Quann, M.S., TANF Program Specialist
3. Jamie L. Dall, Sr. Finance Director
4. Shannon Quinn, Training Coordinator
5. Jill A. Burke, Chief of Prevention
- 6.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

July 24, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into contract agreements with two (2) vendors as described below and referenced as DoIT No. 2018-042 and 2018-044, respectively.

The requested action authorizes the Department of Health and Human Services to enter into contract agreements with the Boys and Girls Club of Salem and North Country Education Services Agency to provide substance misuse prevention services for youth and their parents/caregivers.

Table with 3 columns: Vendor, Area Served, Amount. Rows include Boys and Girls Club of Salem (\$220,892), North Country Education Services Agency (\$175,000), and a Total row (\$395,892).

The price limitation is a combined total of \$395,892, effective upon Governor and Council approval through June 30, 2018.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Handwritten signature of Denise Goulet for Denis Goulet

DG/ik
DoIT #2018-042 and 2018-044
cc: Bruce Smith, IT Manager, DoIT

Subject: Substance Misuse Prevention Direct Services (RFP-2017-BDAS-04-Subst-01)

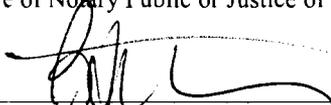
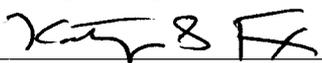
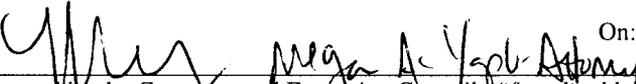
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Boys & Girls Club of Greater Salem		1.4 Contractor Address 3 Geremonty Drive Salem, H 03079	
1.5 Contractor Phone Number (603) 898-7709 Ext. 13	1.6 Account Number 05-95-49-491510-2989 05-95-92-920510-3382	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$220,892
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory MARCO AZPEA; CHIEF OPERATING OFFICER	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>July 7, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Bethanny A. Keane, Notary		BETHANNY A. KEANE, Notary Public My Commission Expires December 3, 2019	
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:  On: <u>7/31/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials

Date

  
7-7-17

Agreement. This provision shall survive termination of this Agreement.

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

#### **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

Contractor Initials   
Date 7.7.17



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to youth, ages ten (10) to seventeen (17), who are in the Institute of Medicine (IOM) Prevention Classification categories of selective or indicated and provide parent education for parents/caregivers of the targeted population, statewide.
- 1.4. The Contractor shall work collaboratively with the Regional Public Health Networks (RPHN) and community partners in order to engage community service agencies that are available to youth and parents/caregivers, including but not limited to, Juvenile Diversion Network programs, alcohol and other drug services, mental health services, and housing services.
- 1.5. The Contractor shall make appropriate referrals to community providers as needed. The contractor shall develop and maintain protocols for referrals to appropriate providers and have such protocols available to the Department upon request.
- 1.6. The Contractor shall ensure funding received under this contract is used for new programs.
- 1.7. The Contractor shall maintain separate streams of funding for this and other projects.

### 2. Scope of Work

- 2.1. The Contractor shall implement intervention and prevention programs for youth and/or parents of youth in grades six (6), seven (7) and eight (8) in a minimum of three (3) locations, which include but are not limited to:
  - 2.1.1. The Boys and Girls Club of Greater Salem.
  - 2.1.2. The Boys and Girls Club of Greater Nashua.
  - 2.1.3. The Boys and Girls Club of Souhegan Valley.
- 2.2. The Contractor shall purchase evidence-based program materials necessary to implement Positive Action and Parenting Wisely for three locations. The Contractor shall purchase:
  - 2.2.1. One (1) Grade 6 Positive Action kit.
  - 2.2.2. Two (2) Grade 6 Positive Action Refresher kits.
  - 2.2.3. Three (3) Grade 7 Positive Action kits.
  - 2.2.4. Three (3) Grade 8 Positive Action kits.



- 2.2.5. Three (3) Secondary Drug Use Prevention kits.
- 2.2.6. Two (2) Drug Use Refresher kits.
- 2.2.7. Three (3) Parenting Wisely agency packages, each containing:
  - 2.2.7.1. Fifty (50) Online Accounts.
  - 2.2.7.2. Fifty (50) Parent Workbooks.
  - 2.2.7.3. Fifty (50) User Instruction Cards.
  - 2.2.7.4. Two (2) Service Provider Guides.
  - 2.2.7.5. Four (4) Display Posters.
  - 2.2.7.6. Management App Access.
  - 2.2.7.7. Technical Support.
  - 2.2.7.8. Printable Certificates.
- 2.3. The Contractor shall accept referrals for services from sources that include, but are not limited to:
  - 2.3.1. School faculty.
  - 2.3.2. Staff.
  - 2.3.3. Counselors.
  - 2.3.4. Parents.
  - 2.3.5. Guardians.
- 2.4. The Contractor shall implement Positive Action to a minimum of 150 individuals who are in grades 6, 7 and/or 8 who are current members of the Boys and Girls Club at club locations identified in Section 2.1. The Contractor shall ensure:
  - 2.4.1. Programing is available to individuals during after school and summer programs.
  - 2.4.2. A minimum of 2.5 FTE prevention specialists are available for program implementation.
  - 2.4.3. Measure outcomes with the use of pre- and post-tests that are provided with each program.
- 2.5. The Contractor shall implement the Parenting Wisely program at each location identified in Section 2.1 in order to equip parents with the tools necessary to assist parents with learning constructive skills that are proven to lessen drug and alcohol abuse in youth, school and homework problems, delinquency and other problem behaviors, and family conflict. The Contractor shall ensure:
  - 2.5.1. The location in Section 2.1.2 targets parents of children attending the Camp Mariposa program, which supports children who have lost a parent to addiction
  - 2.5.2. Barriers to participation for parents are reduced by teaming with community partners to offer incentives to parents who participate, which may include but are not limited to:
    - 2.5.2.1. Dinner with child care provided at no cost.



Exhibit A

- 2.5.2.2. Raffles for heating oil and gas cards.
- 2.5.2.3. Give-a-ways such as rolls of quarters for use at laundry facilities while loaning out a computer with the parenting program on CD-ROM.
- 2.5.2.4. Transportation for families who have issues with getting to the Boys and Girls Club for parenting events.
- 2.5.3. A minimum of one (1) laptop is available at each location described in Section 2.1 for parents to sign out in order to complete the CD-ROM program.
- 2.5.4. Parents can sign out the CD-ROM program to use at their leisure on their home computers or in the Boys and Girls Club computer lab.
- 2.5.5. Parents have access to a computer to complete the Parenting Wisely program while their child(ren) attends Boys and Girls Club programming.

**3. Outreach**

- 3.1. The Contractor shall conduct outreach activities in a variety of methods that include, but are not limited to:
  - 3.1.1. Social media.
  - 3.1.2. Newsletters.
  - 3.1.3. Networking with community partners to advertise programming.
- 3.2. The Contractor shall ensure the Boys and Girls Club of Greater Nashua conducts outreach to maintain broad knowledge of available program by:
  - 3.2.1. Sending weekly email updates to a minimum of 950 households.
  - 3.2.2. Maintaining a social media following of 1000 followers.
- 3.3. The Contractor shall ensure the Boys and Girls Club of Souhegan Valley conducts outreach to maintain broad knowledge of available program by:
  - 3.3.1. Reaching an average of 3,500 homes per month through social media and e-mails.
  - 3.3.2. Reaching a minimum of 500 parents per month through parent newsletters.
- 3.4. The Contractor shall ensure the Boys & Girls Club of Grater Salem conducts outreach to maintain broad knowledge of available program by:
  - 3.4.1. Sending monthly e-mail newsletters to a minimum of 1,900 households.
  - 3.4.2. Maintaining a social media following of a minimum of 1,495 followers.
- 3.5. The Contractor shall distribute monthly e-mails to the membership database, which shall reach a minim of 960 families and all 2,846 members in order to provide consist knowledge of programming available through the Boys and Girls Clubs.

**4. Evidence Based Programs**

- 4.1. The Contractor shall utilize the Positive Action Prevention Program which supports the prevention, intervention and treatment of abuse of substances that include, but are not limited to:
  - 4.1.1. Alcohol.



Exhibit A

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- 4.1.2. Tobacco.
  - 4.1.3. Marijuana.
  - 4.1.4. Methamphetamines.
  - 4.1.5. Opiates.
  - 4.1.6. Stimulants.
  - 4.1.7. Steroids.
  - 4.1.8. Hallucinogens.
  - 4.1.9. Inhalants.
  - 4.1.10. Prescription drugs.
- 4.2. The Contractor shall assist individuals increase their awareness of the negative consequences of substance misuse through the implementation of the Positive Action program, which:
- 4.2.1. Teaches students a basic philosophy regarding the value of positive actions and consequences of the negative action of substance use.
  - 4.2.2. Teaches students on a daily basis of how and why the students can be strong and live without drugs.
  - 4.2.3. Explains that a positive self-concept is developed only by doing positive actions, which is a philosophy that can be applied to any given situation, including situations where youth may be pressured to drink, smoke or use drugs.
- 4.3. The Contractor shall ensure all program activities conducted in the Positive Action program are available to the general cub population, in order to reduce individual labeling and increase bonding to school and community, at key transition points including but not limited to:
- 4.3.1. Transition to middle school.
  - 4.3.2. Transition to high school.
- 4.4. The Contractor shall ensure Positive Action programming is available in addition to other club activities in which the individual may be involved, which may include, but is not limited to:
- 4.4.1. Smart Moves.
  - 4.4.2. Money Matters.
  - 4.4.3. Passport to Manhood.
  - 4.4.4. Little Ambassadors Character Program.
  - 4.4.5. Torch Club Leadership Program.
  - 4.4.6. Keystone Leadership Program.
  - 4.4.7. Power Hour Homework Help.
  - 4.4.8. Project Learn.
  - 4.4.9. Triple Play.

*[Handwritten Signature]*

*[Handwritten Date: 7.7.17]*



Exhibit A

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- 4.4.10. Character Counts.
  - 4.4.11. Summer Brain Gain.
  - 4.5. The Contractor shall purchase the Positive Action Drug Education Supplements Kits for Secondary Education, which includes but is not limited to:
    - 4.5.1. Three (3) to four (4) lessons taught at the end of each unit of grades five (5) through eight (8).
    - 4.5.2. The play, Escape from the Shadows that takes a metaphorical approach to being drug-free and avoiding behaviors that can lead to addiction.
    - 4.5.3. Materials for 30 individuals.
    - 4.5.4. Posters and hands-on materials.
  - 4.6. The Contractor shall implement Parenting Wisely at sites identified in Section 2.1, which is a computer-based training program for parents of children ages 3 through 18 years based on social learning, cognitive behavior, and family systems theories, in order to increase parental communication and disciplinary skills. The Contractor shall:
    - 4.6.1. Ensure parents understand that the program includes nine (9) sessions lasting approximately 2 to 3 hours that consist of:
      - 4.6.1.1. Viewing a video enactment of a typical family struggle.
      - 4.6.1.2. Choosing from a list of solutions representing different levels of effectiveness, each of which are critiqued through questions and answers.
      - 4.6.1.3. A quiz at the end of each session.
      - 4.6.1.4. A workbook that contains program content and exercises to promote skill building and practice.
    - 4.6.2. Include suggestions and parenting tips from the Parenting Wisely program in newsletters at all sites in order to:
      - 4.6.2.1. Recruit and promote parents to participate in the full program.
      - 4.6.2.2. Share knowledge from the program in a broad manner in order to reduce isolation of parents who may want to participate.
    - 4.6.3. Minimize barriers to participation, which may include, but is not limited to:
      - 4.6.3.1. No cost childcare for parents who which to participate in the program on-site.
      - 4.6.3.2. Allowing parents to sign out the CD-ROM set to view/complete on their home computers.
      - 4.6.3.3. Allowing parents to sign out a laptop in order to view/complete the program at their convenience.
      - 4.6.3.4. Providing transportation.
      - 4.6.3.5. Partnering with local entities to:
        - 4.6.3.5.1. Provide assistance in informing parents about Parenting Wisely.

  
7-7-17



Exhibit A

- 4.6.3.5.2. Provide incentives including, but not limited to, gift cards to local businesses that can be given to participants upon completion of the program.
- 4.6.4. Ensure a Prevention Specialist oversees program activities for Positive Action and Parenting Wisely. The Contractor shall monitor:
  - 4.6.4.1. Program lending practices.
  - 4.6.4.2. Progress made by participants.
  - 4.6.4.3. Challenges encountered by participants and staff.
  - 4.6.4.4. Completion of the program, including printing and awarding Certificates of Completion.
- 4.7. The Contractor shall ensure fidelity with best practices by:
  - 4.7.1. Following recommended implementation processes by the developers and trainers of Positive Actions and Parenting Wisely.
  - 4.7.2. Utilizing checklists.
  - 4.7.3. Collaborating with the NH Center for Excellence in order to implement pre- and post-tests, surveys and other evaluation and measurement tools available.
  - 4.7.4. Consulting with partners at Positive Active and Parenting Wisely, as needed, utilizing a maximum of six (6) hours of technical assistance from Positive Action consultants.
  - 4.7.5. Utilize 'train-the-trainer' techniques at sites identified in Section 2.1 to ensure new staff are trained in both programs.

**5. Staffing**

- 5.1. The Contractor shall ensure Certified Prevention Specialist minimum staffing levels include, but are not limited to:
  - 5.1.1. One (1) Full Time Certified Prevention Specialist is on staff at the Greater Nashua location.
  - 5.1.2. One (1) Full Time Certified Prevention Specialist is on staff at the Greater Nashua location.
  - 5.1.3. One (1) Half Time Certified Prevention Specialist is on staff at the Souhegan Valley location.
- 5.2. The Contractor shall ensure minimum staffing levels are available at each location identified in Section 2.1 as follows:
  - 5.2.1. Four (4) Full Time staff trained to administer the Positive Action Program at the Boys and Girls Club of Greater Salem.
  - 5.2.2. Two (2) Full Time staff and three (3) Part Time staff are trained to administer the Positive Action Program at the Boys and Girls Club of Souhegan Valley.
  - 5.2.3. Nine (9) Full Time staff are trained to administer the Positive Action Program at the Boys and Girls Club of Greater Nashua.



Exhibit A

- 5.3. The Contractor shall ensure each prevention specialist in Section 5.1 attends a minimum of eight (8) trainings with the NH Training Institute on Addictive Disorders.
- 5.4. The Contractor shall ensure each prevention specialist in Section 5.1 attends a minimum of one (1) education conference.
- 5.5. The Contractor shall ensure each prevention specialist in Section 5.1.2 and Section 5.1.3 obtains CPS Certification.

**6. Workplan/Timetable**

- 6.1. The Contractor shall provide services within timeframes as indicated in the timeline below:

Benchmarks	Deliverables	Timeline
Statewide acknowledgement of BGCs as partners in prevention	Press Release of Award	Upon contract effective date.
Order Positive Action and PW Materials for all BGCs	Acquire Materials to Implement Program	No later than two (2) weeks from the contract effective date.
Determine Cultural Adaptations needed	Make cultural adaptations needed	No later than two (2) weeks from the contract effective date.
Advertise open positions	Hire Prevention Specialists	No later than forty-five (45) days from the contract effective date.
Develop Marketing Material for all BGCs for Positive Action and PW Programs	Market Positive Action and Parenting Wisely Programs at all sites	No later than forty-five (45) days from the contract effective date.
Register youth in Positive Action Program at each site	Implement program	September 2017
Begin enrolling parents in PW program	Implement program	September 2017
Implementation continues at each site	60 youth will participate in Positive Action at Greater Salem, 60 youth at Greater Nashua, and 30 youth at Souhegan Valley. 30 Parents/Guardians will participate in Parenting Wisely at Greater Salem, 25 at Greater Nashua and 20 at Souhegan Valley	September 2017 to contract completion
Learning Collaborative	Increase skills and knowledge of staff at BGCs.	As required by the Department.



- 6.2. The Contractor shall submit a final workplan with specific dates of events to the Department for approval within 10 days of the contract effective date.

## 7. Deliverables

- 7.1. The Contractor shall purchase all kits to implement the Positive Action program at three (3) Boys and Girls Club sites identified in Section 2.1 no later than ten (10) business days from the contract effective date.
- 7.2. The Contractor shall purchase all kits to implement the Positive Parenting program at three (3) Boys and Girls Club sites identified in Section 2.1 no later than ten (10) business days from the contract effective date.
- 7.3. The Contractor shall purchase one (1) laptop for each location identified in Section 2.1 for a total of three (3) laptops no later than fourteen (14) business days from the contract effective date.
- 7.4. The Contractor shall provide the Positive Action program to a minimum of one hundred fifty (150) youth of which:
- 7.4.1. A minimum of sixty (60) shall be from the Boys and Girls Club of Greater Salem.
- 7.4.2. A minimum of sixty (60) shall be from the Boys and Girls Club of Greater Nashua.
- 7.4.3. A minimum of thirty (30) shall be from the Boys and Girls Club of the Souhegan Valley.
- 7.5. The Contractor shall provide the Parenting Wisely program to a minimum of seventy-five (75) parents of which:
- 7.5.1. A minimum of thirty (30) shall be from the Boys and Girls Club of Greater Salem.
- 7.5.2. A minimum of twenty-five (25) shall be from the Boys and Girls Club of Greater Nashua.
- 7.5.3. A minimum of twenty (20) shall be from the Boys and Girls Club of the Souhegan Valley.

## 8. Performance Measures

- 8.1. The Contractor shall ensure 100% of program applications include a consent form for youth to participate in the Positive Action program at each site identified in Section 2.1.
- 8.2. The Contractor shall ensure a minimum of twenty (20) major community partners are involved with program activities during the contract period.
- 8.3. The Contractor shall ensure 100% of employees receiving funding from this agreement become Certified Prevention Specialist.
- 8.4. Local schools and community partners will report an increase in participation in community and school activities by program participants.
- 8.5. As a result of participating in the programs and services funded by this contract participants shall, at a minimum, demonstrate;
- 8.5.1. Increase in perception of harm/risk of the use of substances;



- 8.5.2. Increase in perception of peer or parental/caregiver disapproval on the use of substances;
- 8.5.3. Increase in parental efficacy; and
- 8.5.4. Increase in parental communication and monitoring.

## 9. Participant Survey

- 9.1. The Contractor shall administer a survey, supplied by the Department, to all individuals participating in the selected service.
- 9.2. The Contractor shall ensure participants who complete the intervention fully complete all components of the survey design. The Contractor shall:
  - 9.2.1. Provide instruction to participants on the importance of completing the Department provided survey according to the Department instructions.
  - 9.2.2. Ensure the survey administration process includes the process for acquiring consent from program participants in the evaluation and in compliance with the Department's policies and protocols.
  - 9.2.3. Survey a minimum of eighty percent (80%) of program participants.

## 10. Data Storage and Reporting

- 10.1.1. The Contractor shall develop a system to safely store and maintain survey data in compliance with the Department's policies and protocols.
- 10.1.2. The Contractor shall be required to enter the completed survey data into a database provided by the Department. Survey data will be provided to the Department's contracted entity to provide evaluation.
- 10.1.3. The Contractor shall input data on a monthly basis to an online database as required by the Department. The Department will provide training on the use of the database system. The data includes, but is not limited to:
  - 10.1.3.1. Number of individuals served;
  - 10.1.3.2. Demographics of individuals served;
  - 10.1.3.3. Types of strategies or interventions implemented; and
  - 10.1.3.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions
- 10.1.4. The Contractor shall ensure compliance with all data reporting requirements including, but not limited to;
  - 10.1.4.1. The ability to communicate and submit required reports via email.
  - 10.1.4.2. The ability to submit the following reports in formats approved and/or provided by the Department:
    - 10.1.4.2.1. Enter and complete monthly data reporting in the New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the previous month, e.g. July data will be entered fully by August 20<sup>th</sup>;



Exhibit A

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- 10.1.4.2.2. Submit monthly expenditure reports for reimbursement of costs associated with contract activities by the 20<sup>th</sup> business day following the end of the previous month.
- 10.1.5. All data related exchanges, standards, policies, systems etc. may, at the sole discretion of the Department, be reviewed by the Department and/or the Department of Information Technology (DoIT) to assess conformance with Department and DoIT information security/privacy standards.
- 10.1.5.1. The Contractor agrees to remedy, to the satisfaction of the Department and/or DoIT, any substantial non-conformance identified.



## Exhibit B

### Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor 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. Funding for this contract is 100% Other Funds (Governor's Commission on Alcohol and other Drug Prevention, Treatment, and Recovery).
3. The Contractor shall provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. Payment for Services shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices and any attendant reports by the 15<sup>th</sup> of each month.
  - 4.2. Expenses shall be reported for reimbursement by budget line item in accordance with Exhibit B-1 and Exhibit B-2 with invoice template supplied by the State.
  - 4.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
  - 4.4. Invoices and reports identified in Section 4 shall be submitted to:

Department of Health and Human Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

**Exhibit B-1 Budget**

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

Bidder/Program Name: Boys & Girls Club of Greater Salem

Budget Request for: Substance Misuse Prevention Direct Services

Budget Period: 7/1/2017 to 6/30/2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1 Total Salary/Wages	\$ 135,000.00	\$ -	\$ 135,000.00	\$ -	\$ -	\$ -	\$ 135,000.00	\$ -	\$ 135,000.00
2 Employee Benefits	\$ 33,750.00	\$ -	\$ 33,750.00	\$ -	\$ -	\$ -	\$ 33,750.00	\$ -	\$ 33,750.00
3 Consultants	\$ 1,650.00	\$ -	\$ 1,650.00	\$ -	\$ -	\$ -	\$ 1,650.00	\$ -	\$ 1,650.00
4 Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 3,600.00	\$ -	\$ 3,600.00	\$ -	\$ -	\$ -	\$ 3,600.00	\$ -	\$ 3,600.00
5 Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 20,100.00	\$ -	\$ 20,100.00	\$ -	\$ -	\$ -	\$ 20,100.00	\$ -	\$ 20,100.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00
6 Travel	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ -	\$ 2,400.00
7 Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8 Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9 Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10 Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11 Staff Education and Training	\$ 2,030.00	\$ -	\$ 2,030.00	\$ -	\$ -	\$ -	\$ 2,030.00	\$ -	\$ 2,030.00
12 Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13 Other (specify details mandatory)	\$ -	\$ 16,362.00	\$ 16,362.00	\$ -	\$ -	\$ -	\$ -	\$ 16,362.00	\$ 16,362.00
TOTAL	\$ 204,530.00	\$ 16,362.00	\$ 220,892.00	\$ -	\$ -	\$ -	\$ 204,530.00	\$ 16,362.00	\$ 220,892.00

Indirect As A Percent of Direct

8.0%

Contractor Initials

Date

*[Handwritten Signature]*  
7-7-17



**SPECIAL PROVISIONS**

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

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

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

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

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



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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



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

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

**DEFINITIONS**

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

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

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

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

*[Handwritten Signature]*  
7.7.17

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name:

7.7.17  
Date

Name: MARCO ABREU  
Title: CHIEF OPERATION OFFICER

Contractor Initials   
Date 7-7-17



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

7-7-17  
Date

  
Name: MARCO ABRU  
Title: CHIEF OPERATION OFFICER



**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: Boys & Girls Club of Greater Salem

Name: MARCO ARREU  
Title: CHIEF OPERATION OFFICER

7.7.17  
Date

Contractor Initials   
Date 7.7.17



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

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

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

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

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

Exhibit G

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

Contractor Initials

A handwritten signature in black ink, appearing to be "JL".

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: Boys & Girls Club of Greater Salem

Name: MARC ABRAM  
Title: CHIEF OPERATING OFFICER

7.7.17  
Date

Exhibit G

Contractor Initials

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

Date 7.7.17



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Boys & Girls Club of Greater Salem

7.7.17  
Date

  
Name: MARCO ARSEN  
Title: CHIEF OPERATING OFFICER



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.

A handwritten signature in black ink, appearing to be "J. J. J.", written over a horizontal line.



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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services  
The State

[Signature]  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

7/17/17  
Date

Boys & Girls Club of Greater Salem  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

MARCO ARDEN  
Name of Authorized Representative

Chief Operations Officer  
Title of Authorized Representative

7-7-17  
Date



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

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

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

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

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

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

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

Contractor Name: BOYS & GIRLS CLUB OF GREATER SALEM

Name: MARCO ABLEN  
Title: CHIEF OPERATING OFFICER

7.7.17  
Date

Contractor Initials [Signature]  
Date 7.7.17



**FORM A**

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

1. The DUNS number for your entity is: 099358004
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 Boys and Girls Club of Greater Salem, Inc. is a New Hampshire nonprofit corporation formed February 1, 1965. 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 7<sup>th</sup> day of March, A.D. 2016

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

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

1. I am a duly elected Officer of Boys & Girls Club of Greater Salem  
(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, 2017  
(Date)

**RESOLVED:** That the Chief Operating Officer  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7<sup>th</sup> day of July, 2017.  
(Date Contract Signed)

4. Marco Abreu is the duly elected Chief Operating Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

James Desjardins  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE  
County of Rockingham

The forgoing instrument was acknowledged before me this 12<sup>th</sup> day of July, 2017.

By James Desjardins  
(Name of Elected Officer of the Agency)

Bethany A. Keane  
(Notary Public/Justice of the Peace)

BETHANNY A. KEANE, Notary Public  
Commission Expires December 3, 2019  
Commission Expires: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/10/2017

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> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Kari Reeves <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>E-MAIL ADDRESS:</b> kreeves@crossagency.com <b>FAX (A/C, No):</b> (603) 645-4331	
<b>INSURED</b> Boys & Girls Club of Greater Salem 3 Geremonty Drive  Salem NH 03079		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Citizens Ins Co of America	<b>NAIC #</b> 31534
		<b>INSURER B:</b> NY Marine & General Ins Co	16608
		<b>INSURER C:</b> Hanover Ins Group	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 17-18 Salem      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			ZBV880431705 Includes: Physical Abuse, Sexual Misconduct, and Sexual Molestation Limit 1M/3M	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ABV7995932	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHV880675905	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<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 N/A	WC201700009148 3a NH	6/1/2017	6/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	<b>Directors &amp; Officers</b> <b>Employment Practices Liab</b>			LHV8774541	7/1/2017	7/1/2018	Limit 2,000,000 Limit 2,000,000

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

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Health & Human Services 129 Pleasant St Concord, NH 03301-3852	<b>CANCELLATION</b>  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 Talitha Franggos/KAS <i>Talitha Franggos</i>
--	--

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**BOYS & GIRLS CLUB  
OF GREATER SALEM**

*Celebrating 50 Years*

## **Our Mission**

To inspire and enable all young people, especially those who need us most, to realize their full potential as productive, caring, responsible citizens.

**BOYS AND GIRLS CLUB  
OF GREATER SALEM, INC.**

FINANCIAL STATEMENTS  
FOR THE YEARS ENDED  
JUNE 30, 2016 AND 2015

**BOYS AND GIRLS CLUB  
OF GREATER SALEM, INC.  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

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## **INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors of  
Boys and Girls Club of Greater Salem, Inc.

We have audited the accompanying financial statements of Boys and Girls Club of Greater Salem, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2016 and 2015, 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 audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the 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 Boys and Girls Club of Greater Salem, Inc. as of June 30, 2016 and 2015, 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.

Travis Terry & Company, PC  
Salem, NH

November 17, 2016

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**STATEMENTS OF FINANCIAL POSITION**  
**JUNE 30, 2016 AND 2015**

	2016	2015
<b>ASSETS</b>		
Cash	\$ 225,572	\$ 244,417
Investments	10,469	10,537
Accounts receivable	10,275	19,314
Undeposited funds	12,418	14,471
Prepaid expenses	4,240	-
Land, building and equipment, net (Note 4)	2,539,354	2,616,895
<b>TOTAL ASSETS</b>	<b>\$ 2,802,328</b>	<b>\$ 2,905,634</b>
 <b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 39,953	\$ 18,350
Credit cards payable	4,003	4,172
Bingo liability	6,283	38,844
Accrued expenses	1,000	-
Accrued payroll	74,945	46,660
Deferred revenue	159,550	158,315
Current maturities of long-term debt	34,952	33,861
<b>TOTAL CURRENT LIABILITIES</b>	320,686	300,202
 <b>LONG-TERM LIABILITIES</b>		
Long-term debt, net of current maturities	647,350	681,761
<b>TOTAL LONG-TERM LIABILITIES</b>	647,350	681,761
<b>TOTAL LIABILITIES</b>	968,036	981,963
 <b>NET ASSETS</b>		
Unrestricted	1,829,292	1,923,671
Temporarily Restricted	5,000	-
<b>TOTAL NET ASSETS</b>	1,834,292	1,923,671
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 2,802,328</b>	<b>\$ 2,905,634</b>

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**STATEMENTS OF ACTIVITIES**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

	2016	2015
<b>UNRESTRICTED NET ASSETS</b>		
<b>REVENUES, GAINS, AND OTHER SUPPORT</b>		
Program Service Fees	\$ 999,850	\$ 1,091,870
Bingo Income	157,961	248,033
Grants	98,743	70,816
Special Events, Net of Direct Expenses in the Amounts of \$84,555 for 2016, and \$76,041 for 2015	402,294	347,667
Contributions	142,907	143,510
Membership Dues	58,701	56,401
Rental Income	42,983	40,335
<b>TOTAL UNRESTRICTED NET ASSETS</b>	1,903,439	1,998,632
Net Assets Released From Restrictions	33,430	-
<b>TOTAL REVENUES, GAINS, AND OTHER SUPPORT</b>	1,936,869	1,998,632
 <b>EXPENSES</b>		
Program Services	1,300,350	1,350,306
Supporting Services	697,416	609,854
Total Expenses	1,997,766	1,960,160
 <b>Increase (Decrease) in Net Assets Before Other Income (Expenses)</b>	(60,897)	38,472
 <b>Other Income (Expenses)</b>		
Interest Income	1,445	54
Gain on Sale of Equipment	-	400
Unrealized Gain (Loss) on Investments	(1,497)	192
<b>TOTAL OTHER INCOME (EXPENSES)</b>	(52)	646
 <b>TEMPORARILY RESTRICTED NET ASSETS</b>		
Net Assets Released From Restrictions	(33,430)	-
 <b>Decrease in Temporarily Restricted Net Assets</b>	(33,430)	-
 <b>Increase (Decrease) in Net Assets</b>	(94,379)	39,118
 <b>Net Assets, Beginning of Year</b>	1,923,671	1,884,553
 <b>Net Assets, End of Year</b>	\$ 1,829,292	\$ 1,923,671

See Independent Auditor's Report and Accompanying Notes

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**STATEMENTS OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED JUNE 30, 2016**

**PROGRAM & SUPPORTING SERVICES**

	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total Program &amp; Support Services</u>
Salaries	\$ 682,285	\$ 261,934	\$ 50,840	\$ 995,059
Bingo Direct Costs	-	-	121,955	121,955
Depreciation and Amortization	119,847	-	-	119,847
Program Supplies and Expenses	107,241	9,260	-	116,501
Employee Benefits	48,758	37,681	22,261	108,700
Maintenance and Repairs	66,919	32,584	-	99,503
Utilities	92,206	-	-	92,206
Payroll Taxes	56,844	21,240	3,793	81,877
Transportation	78,788	-	-	78,788
Professional Fees	14,121	37,593	5,777	57,491
Insurance	-	38,015	-	38,015
Interest Expense	30,305	1,940	-	32,245
Pension Expense	-	28,442	-	28,442
Dues	1,052	19,325	-	20,377
Office Supplies and Expenses	1,933	2,014	546	4,493
Training, Conferences, and Meetings	-	638	1,145	1,783
Miscellaneous	-	-	300	300
Meals & Entertainment	51	133	-	184
<b>Total Expenses</b>	<b><u>\$ 1,300,350</u></b>	<b><u>\$ 490,799</u></b>	<b><u>\$ 206,617</u></b>	<b><u>\$ 1,997,766</u></b>

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**STATEMENTS OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED JUNE 30, 2015**

	<b>PROGRAM &amp; SUPPORTING SERVICES</b>			
	<b>Program Services</b>	<b>Management and General</b>	<b>Fundraising</b>	<b>Total Program &amp; Support Services</b>
Salaries	\$ 712,752	\$ 195,295	\$ 45,050	\$ 953,097
Bingo Direct Costs	-	-	193,502	193,502
Program Supplies and Expenses	112,727	388	431	113,546
Depreciation and Amortization	108,967	-	-	108,967
Utilities	97,468	-	-	97,468
Employee Benefits	51,137	24,205	16,385	91,727
Maintenance and Repairs	39,456	46,598	-	86,054
Payroll Taxes	57,136	15,969	3,290	76,395
Transportation	70,210	-	-	70,210
Professional Fees	21,005	20,257	6,398	47,660
Interest Expense	32,121	151	-	32,272
Insurance	26,788	520	-	27,308
Pension Expense	-	27,188	-	27,188
Dues	12,676	6,146	-	18,822
Training, Conferences, and Meetings	5,734	2,537	100	8,371
Office Supplies and Expenses	1,932	2,609	607	5,148
Advertising	197	1,453	-	1,650
Miscellaneous	-	-	775	775
	<b>\$ 1,350,306</b>	<b>\$ 343,316</b>	<b>\$ 266,538</b>	<b>\$ 1,960,160</b>
<b>Total Expenses</b>	<b>\$ 1,350,306</b>	<b>\$ 343,316</b>	<b>\$ 266,538</b>	<b>\$ 1,960,160</b>

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase (decrease) in net assets	\$ (94,379)	\$ 39,118
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation and amortization	119,847	108,967
Unrealized (gain) loss on investments	1,497	(192)
Gain on sale of equipment	-	(400)
Interest reinvested	(1,429)	(39)
(Increase) decrease in operating assets		
Accounts receivable	9,039	(15,389)
Undeposited funds	2,053	1,194
Prepaid expenses	(4,240)	-
Increase (decrease) in operating liabilities		
Accounts payable	21,603	(667)
Bingo liability	(32,561)	10,727
Accrued expenses	29,285	3,961
Deferred revenue	1,235	(71,110)
Other liabilities	1,091	-
Credit cards payable	(169)	(307)
	<u>52,872</u>	<u>75,863</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>		
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Proceeds from sale of equipment	-	400
Payments for the purchase of equipment	(42,306)	(15,290)
Collection of contributions restricted for long-term purposes	5,000	-
	<u>(37,306)</u>	<u>(14,890)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>		
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Principal payments on long-term debt	(34,411)	(31,989)
	<u>(34,411)</u>	<u>(31,989)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>		
<b>INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	(18,845)	28,984
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>244,417</u>	<u>215,433</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 225,572</u>	<u>\$ 244,417</u>
<b>SUPPLEMENTAL DISCLOSURES</b>		
Cash Paid During the Period for Interest	\$ 32,345	\$ 32,272

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.  
NOTES TO THE FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Nature of Activities

The Boys and Girls Club of Greater Salem, Inc. (the Organization) maintains a club for members and families without distinction of race, color, creed, cultural heritage, political beliefs, handicaps or marital status, which will inspire and enable all young people, especially from disadvantaged circumstances, to realize their full potential as productive, responsible, and caring citizens. The Organization provides a safe place to learn and grow; ongoing relationships with caring adult professionals; life enhancing programs and character development experiences; hope and opportunity.

The Organization receives revenues from grants provided by the federal governments and private grants. Revenues are also derived from private contributions, membership dues, fundraising events, including Bingo, and program service fees.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The Organization follows the recommendations of the Financial Accounting Standards Board as applicable to not-for-profit organizations. These standards require contributions received be recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. These standards also require the reporting of information regarding its financial position and activities according to three classes of net assets, as applicable: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Organization considers all highly liquid investments available for current use with initial maturity of three months or less to be cash equivalents.

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.  
NOTES TO THE FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Cash and Cash Equivalents (Continued)

The State of New Hampshire requires cash related to Bingo, Lucky Seven and Texas Hold 'Em operations to be held in a separate account. The Club is in compliance with this requirement. The balances in Bingo accounts as of June 30, 2016 and 2015 were \$18,236 and \$74,390, respectively. The balances in Texas Hold' Em accounts as of June 30, 2016 and 2015 were \$49 and \$749, respectively.

Concentration of Credit Risk

Boys and Girls Club of Greater Salem, Inc. maintains several bank accounts at two banks. Accounts at an institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000.

Accounts Receivable

Accounts receivables are stated at the amount management expects to collect from outstanding balances. Balances that are still outstanding after management has used reasonable collection efforts are written off through a bad debt charge. Accounts receivable includes program and service receivables at June 30, 2016 and 2015 in the amount of \$10,275 and \$19,314, respectively.

Investments

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statements of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains restricted by a donor are reported as increases in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized. Short-term investments consist of debt securities with original maturities of twelve months or less. Long-term investments consist of debt securities with original maturities greater than twelve months.

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Promises to Give

Unconditional promises to give are recognized as revenues and assets in the period received. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily or permanently restricted net assets are reclassified to unrestricted net assets. Conditional promises to give are recognized only when the conditions on which they depend are substantially met and the promises become unconditional.

Property, Plant and Equipment

Property, plant and equipment are stated at cost at the date of acquisition or fair market value at the date of donation. Property, plant and equipment are depreciated over the estimated useful lives of the related assets, ranging from a period of three to fifty years, using accelerated and straight line methods of depreciation. Expenditures for additions, renewals, and betterment of buildings and equipment that extend the life of the asset are capitalized. Expenditures for maintenance and repairs are expensed against operations, as incurred.

Long-Lived Assets

Generally accepted accounting principles (GAAP) require that entities assess events or changes in circumstances, which indicate that the carrying amount of an asset may not be recoverable. The Organization's assessment resulted in no effect on the Organization's financial statements for the year ended June 30, 2016.

Contributed Services

The value of contributed services of volunteers for administrative, fundraising and program services is not reflected in these statements since there is no objective measurements available for such services. Contributed items are recorded at their estimated fair market value at the date of donation.

Expenses by function have been allocated among program and supporting services on a basis of direct costs and estimates made by management.

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Contributions

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

Advertising

Advertising costs are expensed as incurred. Advertising expense for the years ended June 30, 2016 and 2015 was \$0 and \$1,650, respectively.

Use of Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates are assumptions that affect the reported amount of assets, liabilities, revenues, and expenses. Actual results could differ from those estimates.

Income Taxes

The Organization is a not-for-profit organization that is exempt from income taxes under section 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

Deferred Revenue

Deferred revenue consists of prepaid summer camp and preschool registration for the fiscal year ended June 30, 2016 received by the Organization on or before June 30, 2016. Deferred revenue as of June 30, 2016 and 2015 totaled \$159,550 and \$158,315, respectively.

Reclassification

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform to the presentation in current-year financial statements.

Compensated Absences

The employees of the Organization are entitled to paid vacations, sick days and personal days off. It is impracticable to estimate the amount of compensation for future absences, and accordingly, no liability has been recorded in the accompanying financial statements. The Organization's policy is to recognize the costs of compensated absences when actually paid to employees.

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

**NOTE 2: INVESTMENTS**

The fair values of long-term investments totaled \$10,469 and \$10,537 at June 30, 2016 and 2015, respectively.

The following schedule summarizes investment returns and their classification in the statements of activities for the year ended:

	<b>June 30, 2016</b>		
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Interest Income	\$ 1,445	\$ -	\$ 1,445
Unrealized Loss	\$ (1,497)	\$ -	\$ (1,497)
Net Investment Loss	<u>\$ (52)</u>	<u>\$ -</u>	<u>\$ (52)</u>

	<b>June 30, 2015</b>		
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Interest Income	\$ 54	\$ -	\$ 54
Unrealized Gain	\$ 192	\$ -	\$ 192
Net Investment Gain	<u>\$ 246</u>	<u>\$ -</u>	<u>\$ 246</u>

**NOTE 3: FAIR VALUE MEASUREMENT**

The fair value measurement accounting literature establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority. Level 2 inputs consist of observable inputs other than quoted prices for identical assets (Level 1). Level 3 inputs are unobservable and have the lowest priority. The Plan uses appropriate valuation techniques based on the available inputs to measure the fair value of its investments. When available, the Plan measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. Level 2 inputs are used for investments for which Level 1 inputs were not available. Level 3 inputs would only be used if Level 1 or Level 2 inputs were not available. There are no plan assets requiring the use of Level 2 or Level 3 inputs for the periods presented.

The investments are reported at fair value. Shares of mutual funds are valued at the net asset value of shares held by the Boys and Girls Club of Greater Salem, Inc. at year-end. The following presents the assets at fair value for the years ended June 30, 2016 and 2015.

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

**NOTE 3: FAIR VALUE MEASUREMENT (Continued)**

		Fair Value Measurements at Reporting Date Using		
<u>Description</u>	<u>6/30/2016</u>	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Mutual Funds Held For Sale	<u>\$10,469</u>	<u>\$10,469</u>	<u>\$ -</u>	<u>\$ -</u>
Total	<u>\$10,469</u>	<u>\$10,469</u>	<u>\$ -</u>	<u>\$ -</u>

		Fair Value Measurements at Reporting Date Using		
<u>Description</u>	<u>6/30/2015</u>	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Mutual Funds Held For Sale	<u>\$10,537</u>	<u>\$10,537</u>	<u>\$ -</u>	<u>\$ -</u>
Total	<u>\$10,537</u>	<u>\$10,537</u>	<u>\$ -</u>	<u>\$ -</u>

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

**NOTE 4: LAND, BUILDING AND EQUIPMENT**

Land, building and equipment consist of the following components at June 30, 2016 and 2015:

	2016	2015
Land	\$ 8,310	\$ 8,310
Building & Improvements	3,917,832	3,917,832
Equipment & Furnishings	392,427	392,427
Vehicles	77,831	35,525
	4,396,400	4,354,094
Accumulated Depreciation	(1,857,046)	(1,737,199)
	\$ 2,539,354	\$ 2,616,895

Depreciation expense for the years ended June 30, 2016 and 2015 was \$119,847 and \$108,967, respectively.

**NOTE 5: MORTGAGE PAYABLE**

Long-term debt as of June 30, 2016 and 2015 is as follows:

	2016	2015
4.25% installment note, payable in monthly principal and interest installments in the amount of \$5,298. On April 29, 2016 the interest was adjusted to the Wall Street Journal Prime Rate with a floor of 4.25%. The rate will be adjusted every three years thereafter.	\$ 682,302	\$ 715,622
Total	682,302	715,622
Less: current maturities	34,952	33,861
Long-term debt, net of current maturities	\$ 647,350	\$ 681,761

Maturities for long-term debt in subsequent calendar years from June 30, 2016 are as follows:

Year ended June 30:	
2016	34,952
2017	36,488
2018	38,091
2019	39,701
2020	43,335
Thereafter	489,735
	\$ 682,302

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

**NOTE 6: TEMPORARILY RESTRICTED NET ASSETS**

As of June 30, 2016, the Organization had \$5,000 in temporarily restricted net assets.

**NOTE 7: UNRELATED BUSINESS INCOME TAXES**

The Organization has analyzed its tax positions and has determined that there are no unrecognized tax obligations to record.

**NOTE 8: RETIREMENT PLAN**

The Organization sponsors a Defined Contribution Retirement Plan (401a). The Organization contributes five percent of salaries for eligible employees. The cost for the years ended June 30, 2016 and 2015 were \$28,442 and \$27,188, respectively.

The Organization also has a 403(b) plan which also allows participants to contribute to the plan on a tax deferred basis. At this time, there are no contributions.

**NOTE 9: LEASE COMMITMENTS**

The Organization leases space and equipment for conducting Bingo games pursuant to NH charitable gaming laws. The Organization pays a variable rent based on the number of attendees at each Bingo game. There is no minimum rent required. The lease expired on June 30, 2015 and was renewed through June 30, 2016.

The Organization also leases space and equipment for Texas Hold 'Em tournaments pursuant to NH charitable gaming laws. This lease is for ten dates in calendar year 2016 and 2015, respectfully. The rent is \$2,000 per game date.

The Organization leases an electronic credit card processing system under operation leases. The electronic credit card processing system lease had a term of 48 months with monthly payments of \$119 which commenced in September 2010. During January 2012, the monthly lease payments were adjusted to \$64. The lease expired August 2014. The rental payments for these leases during the fiscal year ended June 30, 2015 was \$128.

**NOTE 10: 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.

**BOYS AND GIRLS CLUB OF GREATER SALEM, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

**NOTE 11: CONTINGENT LIABILITIES**

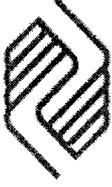
The Organization operates a weekly charitable Bingo game under a license granted by the State of New Hampshire. Bingo provides substantial revenue to the Organization each year. If the manner in which Bingo is operated was found not to be in compliance with applicable state rulings, this could result in fines and/or penalties and possibly loss of the Organization's license to operating Bingo for some undetermined period of time. Furthermore, this issue could subject the Bingo income to federal taxation. An adverse decision by the IRS on this issue could result in fines and/or penalties in addition to the tax liability.

**NOTE 12: UNCERTAIN TAX POSITIONS**

The Organization follows Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740-10, Accounting for Uncertainty in Income Taxes, which provides guidance on accounting for uncertainty in income taxes recognized in the Organizations financial statements. The guidance prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosure and transition. As of June 30, 2016, there were not uncertain tax positions that require either recognition or disclosure in the financial statements.

**NOTE 13: SUBSEQUENT EVENTS**

As of October 31, 2016, the Organization has decided not to renew their charitable gaming license with the State of New Hampshire and will no longer have any gaming income, due to the fact the facility they used to hold these events has closed. Subsequent events have been evaluated through November 17, 2016, the date the financial statements were available to be issued.



**BOYS & GIRLS CLUB  
OF GREATER SALEM**

*Celebrating 50 Years*

First	Last	Board Position	Business	Home Address	City	ST	Zip	Cell Phone
1	Robert	Carrier	Board Member	Carrier Family Funeral Home				
2	Erin	Daley	Past CVO	Haverhill Bank				
3	Tony	Deluca	Board Member	Bank of New England				
4	Jim	Desjardins	CVO	Daisy Cleaners				
5	Joanne	Flynn	Board Member	Windham Country Club				
6	Mark	Gross	Board Member	MHF Design				
7	Kate	Hennigar	Board Member	Lahey Hospital & Medical				
8	Ryan	Horgan	2nd VP	Rockingham Toyota/Honda				
9	Steve	Kurek	Board Member	Friedr. Dick Corp				
10	Eric	Leuteritz	Board Member	Pentucket Bank				
11	Chris	Nicoli	1st VP	Canobie Lake Park				
12	Melanie	Norcross	Board Member	Keller Williams Realty				
13	Mary	Reese	Board Member	IT Consultant				
14	Tim	Roberts	Board Member	BNI				
15	Leah	Rogers	Board Member	Enterprise Bank				
16	Kim	Santo	Secretary	Santo Insurance				
17	Frank	Storniolo	Treasurer	Litman Gerson Assoc, LLP				
18	Glenn	Strauss	Board Member	Salem Co-Operative Bank				
19	Lisa	Walker	Board Member	Edward Jones				

# Monica Gallant

## RESUME

### Post Baccalaureate Special Education Certification

#### Education

Granite State College Bachelor of Arts in English,  
concentration in Teacher Education.

#### Work Experience

Coordinator, Nashua Prevention Coalition, Nashua, NH  
October 2013 - Present

Responsibilities include programming, management/supervision, youth development, facilitating community building and collaboration, strategic planning; grant writing with a focus on substance misuse awareness and prevention.

Coordinator, Community Action for Safe Teens (CAST), Milford NH  
October 2011- Present

Responsibilities include outreach to community stakeholders; programming, management/supervision, youth development, facilitating community building and collaboration, strategic planning; grant writing; with a focus on substance misuse awareness and prevention for youth.

Special Education Associate, Heron Pond Elementary School,  
Milford August 2009 - June 2016

Responsibilities include working with students that have developmental, behavioral and emotional disabilities. Provide support with reading, mathematics and basic life skills. Experience in Wilson Reading, Harcourt Reading, Reading Wonders and Wonder Works.

Administrative Assistant, Micromatics Machine Co., Hollis  
NH September 2004 - 2014

Responsibilities include office administrative duties, light bookkeeping using JobBoss software and job cost analysis.

Commercial Lines Manager, Bechard Insurance Agency, Nashua NH  
1981 - 1991

Responsibilities included managing employees, servicing commercial business accounts, developing policy and procedure manuals, etc.

Certification

Certified Prevention Specialist

ParaEducator II-State of NH

Completed the ABA Card Training "Therapist elearning"- October

2014 Community Anti-Drug Coalition Academy Graduate -

February 2015

Volunteer  
Work

- Chairperson of Community Action for Safe Teens
- Outreach Board of First Church, Nashua NH
- Parent Education Coordinator for Hollis Brookline High School PTSA
- Christian Ed Teacher & Senior High Youth Advisor at First Church, Nashua NH {1997-Present}
- Phoenix Program, Nashua NH classroom assistant {Internship 2008}
- 4-H Group Leader – ages 5 through 15; 15 active members (2002- 2009)
- Teen Book Club Facilitator
- Family Resource Committee Chair - Brookline PTO (2002-2008)
- Active Parenting Now & Active Parenting of Teens Leader
- Best Schools Leadership Committee for Brookline Schools

## **Meghan K. Murtagh**

### **Education and Trainings**

**Master of Education in School Counseling K-12 Certification**  
Plymouth State University, Plymouth, NH

May 2017  
GPA: 3.95

**Bachelor of Science in Human Development and Family Studies**  
Minor in Psychology  
The Pennsylvania State University, Dunmore, PA

December 2014  
GPA: 3.4

Child Protective Services Seminar  
Postvention Training  
Gatekeeper Training: Suicide Prevention

January 2017  
November 2016  
September 2015

### **Relevant Experience**

**School Counseling Substitute**  
South Range Elementary School, Derry, New Hampshire

**May 2017**

**School Counseling Internship**  
Ernest P. Barka Elementary School, Derry, New Hampshire

**December 2016- May 2017**

- Ran social/emotional groups
- Implemented Elementary Second Step classroom curriculum
- Collaborated with parents/guardians, teachers, administrators, and student support staff
- Participated in three year re-evaluation meetings
- Provided crisis intervention
- Observed risk assessment protocols
- Counseled individual students K-5
- Implemented and collaborated to use strategies for barriers that impede a students career, academic, and social/emotional success
- Attended and presented at Individualized Educational Program meetings
- Worked with multicultural issues that created barriers for students education

**School Counseling Internship**  
Gilbert H. Hood Middle School, Derry, New Hampshire

**December 2016- May 2017**

- Worked with students within the Intensive Structured Learning Environment program
- Implemented anti-bullying prevention lessons
- Took part in conflict resolution meetings with students
- Counseled students in grade level 6-8 with social/emotional, academic, and career issues
- Implemented middle school Second Step counseling curriculum
- Helped create a reentry safety plan
- Collaborated with parents/guardians, teachers, administrators, and student support staff

- Implemented strategies to help students succeed with environmental or developmental barriers
- Facilitated academic and social/emotional groups for grades 6-8

**School Counseling Practicum**

**August 2016- November 2016**

BEDFORD HIGH SCHOOL, Bedford, New Hampshire

- Planned, conducted, and gathered data for groups
- Discussed career goals and plans with grades 9-12
- Updated and wrote a 504 plan
- Worked with 10 seniors to navigate Naviance for post graduation plans
- Wrote letters of recommendation for graduating seniors
- Reviewed transcripts on new entering students and enrolled seniors
- Used Power School to discuss grades and attain student information
- Involved in crisis planning
- Held 15 freshman meetings
- Participated in weekly counseling department meetings
- Held a caseload of students in grades 9-12
- Taught 5 freshman counseling lessons
- Observed risk assessments and took part in reentry meetings
- Assisted with Challenge Day's Anti-Bullying Program
- Met with teachers and parents/guardians to discuss students successes and difficulties

**Additional Experience**

**After School Advisor**

June 2016- November 2016

BOYS & GIRLS CLUB OF GREATER SALEM, Salem, New Hampshire

- Implemented a prevention and education program for elementary students (Smart Moves)

**Community Advisor**

June 2015- May 2016

PLYMOUTH STATE UNIVERSITY, Plymouth, New Hampshire

**Conferences and Trainings**

- Deconstructing the Gender Binary: Working with Transgender Individuals 2017
- American Counseling Association Conference & Expo 2017
- Crash Course in Crisis Intervention for School Counselors Webinar 2017
- American Counseling Association Conference & Expo 2016
- Diversity Institute Race and Privilege: From Conversation to Action 2015

**Organizations**

- Member of Upsilon Pi, Counseling Honor Society 2017
- Member of American Counseling Association 2017
- Member of American School Counseling Association 2017



**BOYS & GIRLS CLUB  
OF GREATER NASHUA**

**POSITION DESCRIPTION**

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**TITLE:** Prevention Specialist

**PERFORMANCE**

**PROFILE SOURCE:** Management Professional

**DEPARTMENT:** Operations

**REPORTS TO:** Director of Operations

**D** Non Exempt

**PRIMARY FUNCTION:**

Prevention Specialist is Boys & Girls Club of Greater Nashua's connective, mission-driven staff link between the Director of Operations and the partnering Clubs affiliated with grant objectives and goals. As chief prevention architect, the staff leader must embody passion for the organization and its mission, while ensuring development, implementation and evaluation of high-impact program, effective member recruitment and program marketing, safe facilities and procedure, and effective community involvement that assures reach to target youth in the Greater Nashua Community.

**KEY ROLES (Essential Job Responsibilities):**

- Plans and oversees the administration of club-wide Positive Action and Parenting Wisely programming, while supporting Boys and Girls Club Movements Youth Development Strategy reflective of 5 core areas.
- Ensures that members are encouraged to participate in a variety of program areas/activities and receive instruction and constructive feedback to develop skills in program area(s).
- Oversees provision of prevention programming to members while assisting them in fulfilling and making appropriate choices in educational, personal, physical, social, and emotional needs.
- Support Parent Advisory Council.
- Demonstrates leadership to assure conduct, safety and development of members.
- Ensures that site staff understands and effectively communicate standards of program; that they ensure program areas are safe, well ventilated and well lit; and that club equipment is maintained in good working condition.
- Help plan and coordinate special events.
- Supports other Club Directors as directed
- Ensure the evaluation of prevention programs on a continual basis and ensures programs/activities respond to member needs and address their gender and cultural diversity.
- Complete all necessary reports as needed (i.e. monthly reports)



## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

**Vendor Name:**

Boys & Girls Club of Greater Salem

**Name of Program/Service:**

BGCs in NH Prevention Project

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Meghan Murtagh; M.Ed , Prevention Coordinator,	\$55,000	100.00%	\$55,000.00
To be hired, Prevention Coordinator, Greater	\$52,000	100.00%	\$52,000.00
Monica Gallant, CPS, Prevention Coordinator, Sohegan Valley	\$56,000	50.00%	\$28,000.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$135,000.00</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, even if no salary is paid from the contract. Provide their name,

Subject: Substance Misuse Prevention Direct Services (RFP-2017-BDAS-04-Subst-02),

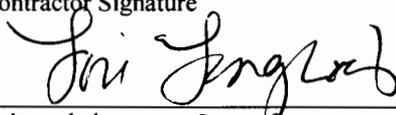
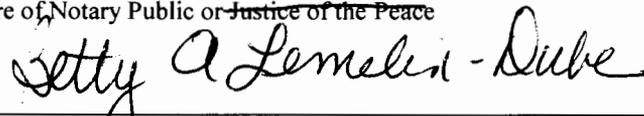
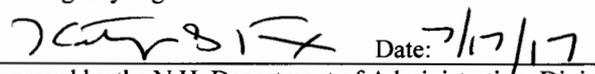
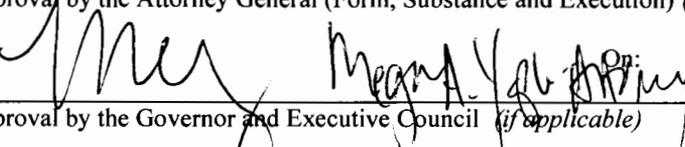
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name North Country Education Services Agency		1.4 Contractor Address 300 Gorham Hill Road Gorham, NH 03581	
1.5 Contractor Phone Number (603) 466-5437 Ext 108	1.6 Account Number 05-95-49-491510-2989 05-95-92-920510-3382	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$175,000
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Lori Langlois, Executive Director	
1.13 Acknowledgement: State of _____, County of _____  On July 5, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of <del>Notary Public or Justice of the Peace</del>  [Seal] <span style="float: right;"><b>BETTY A. LEMELIN-DUBE, Notary Public</b> Commission Expires October 21, 2020</span>			
1.13.2 Name and Title of Notary or Justice of the Peace Betty A Lemelin-Dube, Notary Public			
1.14 State Agency Signature  Date: 7/17/17		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 7/31/17			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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 7/5/17



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to youth, ages ten (10) to seventeen (17), who are in the Institute of Medicine (IOM) Prevention Classification categories of selective or indicated and provide parent education for parents/caregivers of the targeted population, statewide.
- 1.4. The Contractor shall work collaboratively with the Regional Public Health Networks (RPHN) and community partners and shall utilize its knowledge on community service agencies that are available to youth and parents/caregivers, including but not limited to, Juvenile Diversion Network programs, alcohol and other drug services, mental health services, and housing services.
- 1.5. The Contractor shall provide individual screening of youth referred to the program(s) using an evidenced-based screening tool that is approved by the Department.
- 1.6. The Contractor shall ensure appropriate referrals to community providers as indicated by the individual screening. The contractor shall develop and maintain protocols for referrals to appropriate providers and have such protocols available to the Department upon inspection.
- 1.7. The Contractor shall not use funding received under this contract for the purposes of capacity building nor shall funding be used to supplant other programs or services.
- 1.8. The Contractor shall have current knowledge of how to maintain funding separate streams of funding for this and other projects.

### 2. Scope of Work

- 2.1. The Contractor shall develop a North Country Intervention Program (NCIP) that facilitates alternative adventure based prevention programming to participants from the communities of Northern Grafton County and Coos County. The Contractor shall:
  - 2.1.1. Accept referrals from sources that include, but are not limited to:
    - 2.1.1.1. School faculty.
    - 2.1.1.2. Staff.
    - 2.1.1.3. Counselors.
    - 2.1.1.4. Parents.
    - 2.1.1.5. Guardians.

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Exhibit A

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- 2.1.2. Utilize the GAIN-SS screening tool to identify the needs of each participant in order to determine if referrals to other community based health agencies are necessary and beyond the scope of the NCIP.
  - 2.1.3. Deliver evidence based prevention and intervention services in collaboration with community partners that include, but are not limited to:
    - 2.1.3.1. Adapt, Inc.
    - 2.1.3.2. Partner members of the Outdoor Pathways Project, which is a coalition of partners committed to improving access to positive outdoor activities for youth that will assist participants to develop into committed community decisions makers by:
      - 2.1.3.2.1. Building a sense of stewardship for the outdoors.
      - 2.1.3.2.2. Developing a vision for a positive future.
      - 2.1.3.2.3. Fostering essential leadership skills.
    - 2.1.3.3. Partner members of the Outdoor Pathways Project that include, but are not limited to:
      - 2.1.3.3.1. The Enriched Learning Center.
      - 2.1.3.3.2. The Appalachian Mountain Club.
      - 2.1.3.3.3. The Youth Opportunities Program.
      - 2.1.3.3.4. The Northern Forest Canoe Trail.
      - 2.1.3.3.5. The University of New Hampshire.
      - 2.1.3.3.6. Copper Cannon Camp.
      - 2.1.3.3.7. UNH Cooperative Extension 4-H.
      - 2.1.3.3.8. The Arts Alliance of Northern New Hampshire.
      - 2.1.3.3.9. Gorham Parks and Recreation.
      - 2.1.3.3.10. Colebrook Parks and Recreation.
  - 2.1.4. Host weekend outdoor trips one time per month for referred youth. The Contractor shall ensure outdoor trips include, but are not limited to:
    - 2.1.4.1. Five (5) weekend outdoor trips during the school year specifically targeting individuals ages 10 years through 13 years.
    - 2.1.4.2. Five (5) weekend outdoor trips during the school year specifically targeting individuals ages 14 years through 17 years.
    - 2.1.4.3. One (1) seven day expedition in July for high school aged youth.
    - 2.1.4.4. One (1) seven day expedition in August for junior high school aged youth.
  - 2.1.5. Ensure trips and expeditions described in Section 2.1.3 include, but are not limited to:
    - 2.1.5.1. Prime for Life and Project Alert evidence based interventions in order that staff deliver age appropriate prevention education that

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Exhibit A

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- focuses on raising perception of risk and peer and parental disapproval toward drug misuse.
- 2.1.5.2. Youth Leadership Through Adventure model for organization and facilitation of the expeditions by supplying participants with healthy alternative activities such as hiking, climbing, or paddling.
  - 2.1.5.3. Activities and adventure experiences that are designed using Kolb's Experiential Learning Cycle, which includes:
    - 2.1.5.3.1. A concrete experience.
    - 2.1.5.3.2. Reflective observation.
    - 2.1.5.3.3. Abstract conceptualization.
    - 2.1.5.3.4. Active experimentation.
  - 2.1.5.4. Service learning to increase participants' sense of place and connection to the community at both the middle and high school levels during weekend trips, which may include, but is not limited:
    - 2.1.5.4.1. Working with the USFS in the White Mountain National Forest.
    - 2.1.5.4.2. Construction assistance on a Habitat for Humanity construction project.
    - 2.1.5.4.3. Activity and social interactions with local senior centers.
  - 2.1.5.5. An international weeklong service learning trip available to eight (8) high school program participants through a partnership with the Batey Foundation , which is a not-for-profit specializing in organizing and facilitating international service learning trips to the Dominican Republic.
- 2.1.6. Facilitate experiential art education programs with NCIP participants through a partnership between Adapt, Inc. and the Arts Alliance of Northern New Hampshire with an Artist in Residency.
- 2.2. The Contractor shall offer bi-weekly evening meetings to all interested students in the area that focus on youth led initiatives to develop action plans at the regional level and disseminate those action plans to individual communities. The Contractor shall ensure bi-weekly meetings:
- 2.2.1. Focus on substance misuse education; improving school climate; and improving community connections, with emphasis on working collaboratively with peers to:
    - 2.2.1.1. Identify a community need that is experienced throughout the region.
    - 2.2.1.2. Plan and implement a community service learning project that focuses on identified community need.
    - 2.2.1.3. Create and support an initiative that meets the community need identified by the group.
  - 2.2.2. Are available to participants either in-person or on-line through web meeting technology.



Exhibit A

- 2.2.3. Take place at different locations throughout the region to ensure all interested students ages 10 years through 13 years have the ability to attend meetings in person without the need to travel a substantial distance.
- 2.2.4. Take place at a consistent location central to all major communities to ensure all interested participants ages 14 years through 17 years travel as equidistance to their counterparts as possible.
- 2.2.5. Offer students opportunities to address Positive Youth Development constructs, that include, but are not limited to:
  - 2.2.5.1. Bonding.
  - 2.2.5.2. Social competence.
  - 2.2.5.3. Moral competence.
  - 2.2.5.4. Recognition for positive behavior.
  - 2.2.5.5. Prosocial involvements.
  - 2.2.5.6. Opportunity to foster prosocial norms.
- 2.3. The Contractor shall provide parent education in the communities of Woodsville, Lisbon, Lincoln-Woodstock, Littleton, Gorham, Berlin, Groveton, Lancaster-Whitefield, Pittsburg, and Colebrook. The Contractor shall ensure:
  - 2.3.1. In-person presentations are conducted at all locations to local parents, guardians, and stakeholders, which focus on the importance of approaching substance misuse issues as a community health issue rather than a personal/family issue.
  - 2.3.2. In-person presentations identified in Section 2.3.1 are also streamed on-line and made available to all interested parties who cannot attend the in-person presentations.
  - 2.3.3. Electronic prevention newsletters customized for each area are created and disseminated to parents and guardians throughout the program area in order to:
    - 2.3.3.1. Educate readers on tips and techniques to be aware of and deal with adolescent substance misuse.
    - 2.3.3.2. Provide updates on substance and mental health related resources in the readers' local areas.
    - 2.3.3.3. Provide an additional avenue of communication for updates on upcoming parent presentations and youth trips specific to the geographical location.
  - 2.3.4. Additional resources for parents, caregivers, local professionals and community members are available on-line, including but not limited to an electronic presentation created by Mike Nerney in collaboration with Adapt, Inc. and the Regional Public Health Network.
- 2.4. The Contractor shall ensure activities are outdoor and adventure based to ensure maximum buy-in from all participants, including individuals participating involuntarily. The Contractor provide programming that is content-based with activities that include, but are not limited to:

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- 2.4.1. Backpacking.
- 2.4.2. Rock climbing.
- 2.4.3. Paddling.
- 2.5. The Contractor shall ensure transportation is available in all major municipal regions of the North Country to ensure maximum student participation in biweekly meetings and scheduled trips regardless of transportation issues. The Contractor shall

### 3. Outreach

- 3.1. The Contractor shall conduct outreach activities for outdoor program. The Contractor shall:
  - 3.1.1. Visit each major community in the North Country to present programs activities to:
    - 3.1.1.1. School faculty and staff, including but not limited to:
      - 3.1.1.1.1. Teachers.
      - 3.1.1.1.2. Administration.
      - 3.1.1.1.3. School psychologists.
      - 3.1.1.1.4. Guidance counselors.
      - 3.1.1.1.5. Nurses.
    - 3.1.1.2. Community coalitions.
    - 3.1.1.3. Parent and guardians.
  - 3.1.2. Ensure the Project Director meets with each school SAP during monthly site visits in order to check in on participant progress.
  - 3.1.3. Ensure management of a program Facebook and Instagram account to advertise program activities and have available trip pictures and videos. The Contractor shall:
    - 3.1.3.1. Monitor both Facebook and Instagram to ensure restriction of negative comments/feedback as well as vulgar and/or inappropriate language.
    - 3.1.3.2. Ensure a media release is included with the release of liability that must be signed by both participants and their parents/guardians, which allows participants to opt out of sharing photographs of the participant in any public format such as web or social media content.
    - 3.1.3.3. Update websites and social media outlets with new information that includes, but is not limited to:
      - 3.1.3.3.1. Trip itineraries.
      - 3.1.3.3.2. Packing lists.
      - 3.1.3.3.3. Trip videos.
      - 3.1.3.3.4. Trip photos.
      - 3.1.3.3.5. Registration forms.

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3.1.3.3.6. Release of liability forms.

3.1.3.4. Ensure electronic resources emphasize both educational and adventure aspects of the evidence based programs in order to appeal to the interests and goals of both parents and adolescent participants.

#### 4. Evidence Based Programs

- 4.1. The Contractor shall utilize two (2) evidence based programs for middle and high school students utilizing the Youth Leadership Through Adventure (YLTA) model, which include:
  - 4.1.1. Project Alert.
  - 4.1.2. Prime for Life.
- 4.2. The Contractor shall ensure all three programs in Section 4.1:
  - 4.2.1. Align with experiential direct service, including prevention education and positive alternatives and early intervention identification.
  - 4.2.2. Are facilitated in a manner that involves students in the educational and programmatic processes through activities and discussions using the wilderness therapy approach (outdoor behavioral healthcare (OBH)).
- 4.3. The Contractor shall accept referrals for services for selective students identified as being at high risk of developing a substance misuse disorder. The Contractor shall:
  - 4.3.1. Accept referrals from:
    - 4.3.1.1. A school Student Assistance Program (SAP).
    - 4.3.1.2. Teachers.
    - 4.3.1.3. Guidance offices.
    - 4.3.1.4. Parents.
    - 4.3.1.5. Guardians.
    - 4.3.1.6. Any other adult with extensive knowledge regarding student behavior.
  - 4.3.2. Administer the GIN-SS screening tool upon review and acceptance of a participant's referral.
- 4.4. The Contractor shall offer programs in two (2) separate yet similar tracks. The Contractor shall:
  - 4.4.1. Provide opportunities for trips to a minimum of eight (8) students, ages ten (10) through thirteen (13) years of age who demonstrate highest levels of personal and family attendance at educational events and program offerings from September to June.
  - 4.4.2. Ensure trips identified in Section 4.4.1 utilize team building and leadership activities using the Youth Leadership Through Adventure (YLTA) model in order to assist in strengthening the interpersonal relationships within the group and foster essential protective factors.

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Exhibit A

- 4.4.3. Ensure trips identified in Section 4.4.1 utilize evidence based intervention Project Alert curriculum.
- 4.4.4. Provide opportunities for trips to a minimum of eight (8) students, ages fourteen (14) through seventeen (17) years of age who demonstrate highest levels of personal and family attendance at educational events and program offerings from September to June.
- 4.4.5. Ensure trips identified in Section 4.4.4 utilize team building and leadership activities using the Youth Leadership Through Adventure (YLTA) model in order to assist in strengthening the interpersonal relationships within the group and foster essential protective factors.
- 4.4.6. Ensure trips identified in Section 4.4.4 utilize evidence based intervention Prime for Life curriculum.
- 4.5. The Contractor shall ensure all trips are designed to assist participants with acquiring skills and experiences that:
  - 4.5.1. Enable participants to engage in healthy, adventurous and active pursuits.
  - 4.5.2. Foster protective factors that include but are not limited to:
    - 4.5.2.1. Social competence.
    - 4.5.2.2. Resilience.
    - 4.5.2.3. Emotional competence.
    - 4.5.2.4. Cognitive competence.
    - 4.5.2.5. Behavioral competence.
    - 4.5.2.6. Self-efficacy.
    - 4.5.2.7. Prosocial involvement.
    - 4.5.2.8. Prosocial norms.

**5. Staffing**

- 5.1. The Contractor shall ensure sufficient staffing is available for weekend and week long trips. The Contractor shall ensure minimum staffing levels include, but not be limited to:
  - 5.1.1. One (1) expedition staff member with a current certification of Wilderness First Aid or higher with a current CPR certification for each trip.
  - 5.1.2. One (1) certified life guard on all water-based trips.
  - 5.1.3. One (1) rock climbing professional certified as an American Mountain Guides Association Single Pitch Instructor, or higher, who will oversee all trips involving rock climbing.
- 5.2. The Contractor shall ensure a minimum of four (4) staff are hired and trained to deliver program services. Staff shall include, but are not limited to:
  - 5.2.1. One (1) full-time Program Manager who shall:
    - 5.2.1.1. Oversee all major program logistics.
    - 5.2.1.2. Deliver all major prevention programming during:



Exhibit A

- 5.2.1.2.1. Bi-weekly regional meetings.
- 5.2.1.2.2. Monthly weekend trips.
- 5.2.1.2.3. Week long summer trips.
- 5.2.1.3. Adhere to all programmatic and reporting requirements.
- 5.2.2. Two (2) part-time expedition staff members who shall:
  - 5.2.2.1. Provide technical and logistical planning and execution of monthly weekend trips and week long summer trips.
  - 5.2.2.2. Assist the Program Manager with delivering Prime for Life and Project Alert curriculums during the weekend and summer trips for youth.
  - 5.2.2.3. Maintain certification as Wilderness First Responders.
- 5.2.3. One (1) part time Program Director who shall:
  - 5.2.3.1. Provide program oversight to ensure all programmatic, data collection and reporting requirements outlined in this agreement are met.
  - 5.2.3.2. Host bi-weekly supervision with al program employees to ensure deliverables and reporting requirements are met.

**6. Workplan/Timetable**

6.1. The Contractor shall provide services within timeframes as indicated in the timeline below:

Date	Activities/Descriptions
07/17/2017	Staff training for certification in Youth Leadership Through Adventure (YLTA), Prime for Life, Project Alert and Wilderness First Aid
08/17/2017	Marketing the program and the Outdoor Pathways Project participant programs through visitations to North Country Schools, homeless shelters, social media and community coalitions.
09/17/2017	Referrals begin to roll-in, bi-weekly meetings at the middle and high school level begin, visit referred students at their respective schools.
09/29/2017 through 10/01/2017	First weekend adventure.
10/17/2017	Referrals continue, bi-weekly regional meetings at the middle and high school level, visit referred students at their respective schools.
10/20/2017 through 10/22/2017	Weekend adventure.
11/05/2017 through	Team of eight (8) students are selected students to attend the YLTA high school leadership conference.



Exhibit A

11/07/2017	
11/17/2017	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school level, visit referred students at their respective schools.
12/08/2017 through 12/10/2017	Weekend adventure.
12/17/2017	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school level, visit referred students at their respective schools.
01/18/2018	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school levels; visit referred students at their respective schools.
01/19/2018	Refresher training for staff.
01/21/2018 through 01/23/2018	Weekend adventure
02/18/2018	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school levels; visit referred students at their respective schools. Weekend adventure date TBD
03/18/2018	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school levels; visit referred students at their respective schools. Weekend adventure (date TBD)
04/18/2018	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school levels; visit referred students at their respective schools. Team of 8 attends the YLTA middle school conference (date TBD).
05/18/2018	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school levels; visit referred students at their respective schools. Weekend adventure (date TBD)
06/18/2018	Referrals continue, bi-weekly regional meetings are facilitated at the middle and high school levels; visit referred students at their respective schools. Two (2) week long adventures (one of middle school and one for high school)

6.2. The Contractor shall submit a final workplan with specific dates of events to the Department for approval.

**7. Deliverables**

7.1. The Contractor shall visit a minimum of five (5) North Country Schools, homeless shelters, social media and community coalitions to present information regarding the Outdoor Pathways Project funded by this contract no later than August 17, 2017.

7.2. The Contractor shall provide services to a minimum of eighty (80) youth of which:



7.2.1. A minimum of forty (40) shall be from 10 through 13 years of age.

7.2.2. A minimum of forty (40) shall be from 14 through 17 years of age.

## 8. Performance Measures

- 8.1. The Contractor shall ensure 100% of program participants have a minimum of four (4) calendar days of participation in program activities.
- 8.2. The Contractor shall ensure a minimum of twenty (20) major community partners are involved with program activities during the contract period.
- 8.3. The Contractor shall ensure 100% of employees receiving funding from this agreement become Certified Prevention Specialists within one (1) of the Contract effective date.
- 8.4. Local schools and community partners will report an increase in participation in community and school activities by program participants.
- 8.5. As a result of participating in the programs and services funded by this contract participants shall, at a minimum, demonstrate;
  - 8.5.1. Increase in perception of harm/risk of the use of substances;
  - 8.5.2. Increase in perception of peer or parental/caregiver disapproval on the use of substances;
  - 8.5.3. Increase in parental efficacy; and
  - 8.5.4. Increase in parental communication and monitoring.

## 9. Participant Survey

- 9.1. The Contractor shall administer a survey, supplied by the Department, to all individuals participating in the selected service.
- 9.2. The Contractor shall ensure participants who complete the intervention fully complete all components of the survey design. The Contractor shall:
  - 9.2.1. Provide instruction to participants on the importance of completing the Department provided survey according to the Department instructions.
  - 9.2.2. Ensure the survey administration process includes the process for acquiring consent from program participants in the evaluation and in compliance with the Department's policies and protocols.
  - 9.2.3. Survey a minimum of eighty percent (80%) of program participants.

## 10. Data Storage and Reporting

- 10.1.1. The Contractor shall develop a system to safely store and maintain survey data in compliance with the Department's policies and protocols.
- 10.1.2. The Contractor shall be required to enter the completed survey data into a database provided by the Department. Survey data will be provided to the Department's contracted entity to provide evaluation.
- 10.1.3. The Contractor shall input data on a monthly basis to an online database as required by the Department. The Department will provide training on the use of the database system. The data includes, but is not limited to:

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Exhibit A

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- 10.1.3.1. Number of individuals served;
  - 10.1.3.2. Demographics of individuals served;
  - 10.1.3.3. Types of strategies or interventions implemented; and
  - 10.1.3.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions
- 10.1.4. The Contractor shall ensure compliance with all data reporting requirements including, but not limited to;
- 10.1.4.1. The ability to communicate and submit required reports via email.
  - 10.1.4.2. The ability to submit the following reports in formats approved and/or provided by the Department:
    - 10.1.4.2.1. Enter and complete monthly data reporting in the New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the previous month, e.g. July data will be entered fully by August 20<sup>th</sup>;
    - 10.1.4.2.2. Submit monthly expenditure reports for reimbursement of costs associated with contract activities by the 20<sup>th</sup> business day following the end of the previous month.
- 10.1.5. All data related exchanges, standards, policies, systems etc. may, at the sole discretion of the Department, be reviewed by the Department and/or the Department of Information Technology (DoIT) to assess conformance with Department and DoIT information security/privacy standards.
- 10.1.5.1. The Contractor agrees to remedy, to the satisfaction of the Department and/or DoIT, any substantial non-conformance identified.



## Exhibit B

### Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor 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. Funding for this contract is 100% Other Funds (Governor's Commission on Alcohol and other Drug Prevention, Treatment, and Recovery).
3. The Contractor shall provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. Payment for Services shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices and any attendant reports by the 15<sup>th</sup> of each month.
  - 4.2. Expenses shall be reported for reimbursement by budget line item in accordance with Exhibit B-1 and Exhibit B-2 with invoice template supplied by the State.
  - 4.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
  - 4.4. Invoices and reports identified in Section 4 shall be submitted to:

Department of Health and Human Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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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.



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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

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**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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 Education Services Agency

7/5/17  
Date

Lori Langlois  
Name: Lori Langlois  
Title: Executive Director



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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 Agency

7/5/17  
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

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

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

**PRIMARY COVERED TRANSACTIONS**

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

7/5/17  
Date

  
Name: Lori Langlois  
Title: Executive Director



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

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

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

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

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

Exhibit G

Contractor Initials

Handwritten signature of the contractor representative.

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 Agency

7/5/17  
Date

Lori Langlois  
Name: Lori Langlois  
Title: Executive Director

Exhibit G

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

Contractor Initials

LL



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: North Country Education Services Agency

7/5/17  
Date

Lori Langlois  
Name: Lori Langlois  
Title: Executive Director



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

A handwritten signature in black ink, appearing to be 'JH' or similar initials.



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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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

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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.

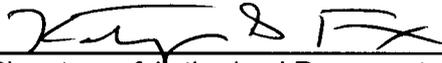
Handwritten signature of the contractor, appearing as stylized initials.

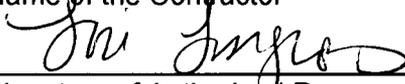


Exhibit I

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

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

Department of Health and Human Services  
The State  
  
 Signature of Authorized Representative  
Katja S Fox  
 Name of Authorized Representative  
Director  
 Title of Authorized Representative  
7/17/17  
 Date

North Country Education Services  
Name of the Contractor  
  
 Signature of Authorized Representative  
Lori Langlois  
 Name of Authorized Representative  
Executive Director  
 Title of Authorized Representative  
7/5/17  
 Date



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

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

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

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

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

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

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

Contractor Name: North Country Education Services Agency

7/5/17  
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: _____

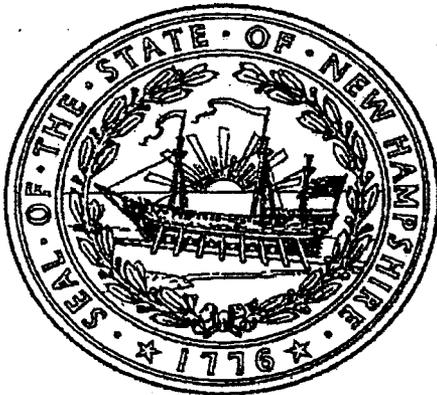
# State of New Hampshire

## 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 registered to transact business in New Hampshire on October 29, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66448



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Kathleen Kelley, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of North Country Education Services Agency Inc

(Agency Name)

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

the Agency duly held on 6/18/2013:

(Date)

**RESOLVED:** That the Lori Langlois

(Title of Contract Signatory)

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

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

the 5 day of July 2017

(Date Contract Signed)

4. Lori Langlois is the duly elected Executive Director

(Name of Contract Signatory)

(Title of Contract Signatory)

of the Agency.

  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 5th day of July, 2017.

By Kathleen Kelley

(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

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

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

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



**EXECUTIVE BOARD**

**MINUTES**

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

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

**I. Call to Order-Welcome New Members and Guests**

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

**II. Introduction of New Executive Director**

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

**III. Collaboration Project Summary-Final Report-Wayne Gersen**

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

**IV. Consent Agenda**

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

**Motion:** to accept the Consent Agenda by K. Pfeifer.

Seconded by P. Bousquet.

**Motion Carried:** all in favor; none opposed.

**V. May 2013 Financial Summary**

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

**VI. Executive Director's Report**

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

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

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

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

## VI. Professional Development Reports

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

## VII. Other Business

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

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

Seconded by B. Keenan.

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

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

Seconded by C. Baker.

**Motion Carried:** all in favor; none opposed.

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

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

Seconded by C. Cascadden.

**Motion Carried:** all in favor; none opposed.

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

Seconded by C. Ladd.

**Motion Carried:** all in favor; none opposed.

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

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

**IX. Adjournment**

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

Seconded by C. Cascadden.

**Motion carried:** all in favor; none opposed.

Respectfully submitted by:



Lisa M Blais, Administrative Assistant



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (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.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
North Country Education Services North Country Education Services Foundation 300 Gorham Hill Road Gorham, NH 03581	953	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	7/1/2017	7/1/2018	Each Occurrence	\$ 5,000,000
				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	7/1/2017	7/1/2018	Combined Single Limit (Each Accident)	\$5,000,000
				Aggregate	\$5,000,000
<input checked="" type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> Statutory	
				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>	7/1/2017	7/1/2018	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

**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>
			By: <i>Tammy Denver</i>
			Date: 7/5/2017    tdenver@nhprimex.org
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



## **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.

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

June 30, 2016 and 2015

NORTH COUNTRY EDUCATION SERVICES AGENCY

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June 30, 2016 and 2015

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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, 2016 and 2015, 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, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

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

*Paul J. Mercier, Jr. CPA*

**The Mercier Group**, a professional corporation

Canterbury, New Hampshire

January 4, 2017

# **Financial Statements**

Exhibit A  
**NORTH COUNTRY EDUCATION SERVICES AGENCY**  
*Statements of Financial Position*  
 June 30, 2016 and 2015

*All numbers are expressed in USA Dollars*

	2016	2015
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash	43,854	181
Investments	456,683	349,887
Accounts receivable	61,371	117,731
Grants receivable	42,353	50,189
Prepaid expenses	-	5,548
	<b>604,261</b>	<b>523,536</b>
<b>RESTRICTED CASH</b>	<b>22,608</b>	<b>22,608</b>
<b>PROPERTY AND EQUIPMENT</b>		
Land	35,000	35,000
Buildings	609,967	609,967
Equipment	82,609	138,478
Less: accumulated depreciation	(515,682)	(523,867)
	<b>211,894</b>	<b>259,578</b>
	<b>838,763</b>	<b>805,722</b>
<b>LIABILITIES AND NET ASSETS</b>		
<b>LIABILITIES</b>		
Current:		
Line of credit	-	31,500
Current maturities of long-term debt:		
Mortgage Note Payable	18,197	17,139
Accounts payable	1,979	66,698
Deferred revenues	1,500	1,376
	<b>21,676</b>	<b>116,713</b>
Long-term, <i>less current maturities</i>		
Mortgage Note Payable	63,488	81,685
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>	1,278,298	1,319,218
	<b>1,341,786</b>	<b>1,400,903</b>
	<b>1,363,462</b>	<b>1,517,616</b>
<b>NET ASSETS</b>		
Unrestricted:		
Net investment in property & equipment	130,209	160,754
Available to operations	421,710	377,703
Deficit related to unfunded pension obligations	(1,278,298)	(1,319,218)
	<b>(726,379)</b>	<b>(780,761)</b>
Temporarily restricted:		
For loan guarantees	22,608	22,608
For program purposes	179,072	46,259
	<b>201,680</b>	<b>68,867</b>
	<b>(524,699)</b>	<b>(711,894)</b>
	<b>838,763</b>	<b>805,722</b>

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, 2016 and 2015

*All amounts are expressed in USA Dollars*

	2016		2015		Total
	Temporarily		Temporarily		
	Unrestricted	Restricted	Unrestricted	Restricted	
<b>OPERATING SUPPORT, REVENUES AND RECLASSIFICATIONS</b>					
Federal grants	111,571		111,571	231,981	231,981
State grants	160,596		160,596	193,441	193,441
Local government agencies	129,131		129,131	101,161	101,161
Other non-profit agencies	266,534		266,534	81,795	81,795
Program service revenue	1,370,171		1,370,171	1,284,265	1,284,265
Net assets released from restriction:					
Satisfaction of program restrictions	533,175	(533,175)	-	629,248	(629,248)
	<b>1,903,346</b>	<b>134,657</b>	<b>2,038,003</b>	<b>1,913,513</b>	<b>(20,870)</b>
<b>OPERATING EXPENSES</b>					
Program Services:					
NCES Programs	867,093		867,093	828,215	828,215
Adult Learner Services	137,228		137,228	136,950	136,950
Distance Learning	135,392		135,392	141,809	141,809
STEM	129,131		129,131	101,161	101,161
SAHE	66,330		66,330	-	-
NH Center for Learning	59,700		59,700	13,055	13,055
NISL	56,623		56,623	17,023	17,023
Next Steps NH	51,815		51,815	64,725	64,725
ABE College Transitions	5,061		5,061	6,880	6,880
Tillotson - No. of the 44th	3,128		3,128	1,787	1,787
Community Engagement	2,125		2,125	-	-
NASA/UCAR				90,000	90,000
Migrant				50,000	50,000
Tillotson - Operations				50,000	50,000
Indistar				31,765	31,765
Migrant 2				30,000	30,000
SLDS				15,860	15,860
Film Festival				1,990	1,990
Tillotson - Sponsorship				1,000	1,000
	<b>1,513,626</b>	<b>-</b>	<b>1,513,626</b>	<b>1,582,220</b>	<b>-</b>
					<b>1,582,220</b>

Exhibit B  
**NORTH COUNTRY EDUCATION SERVICES AGENCY**  
*Statements of Activities*  
For the Fiscal Years Ending June 30, 2016 and 2015

*All amounts are expressed in USA Dollars*

	2016		2015		Total
	Temporarily Restricted		Temporarily Restricted		
	Unrestricted	Restricted	Unrestricted	Restricted	
Support services:					
Management and general	344,200	-	339,412	-	339,412
	1,857,826	-	1,921,632	-	1,921,632
<b>NET OPERATING INCOME(LOSS)</b>	<b>45,520</b>	<b>134,657</b>	<b>180,177</b>	<b>(20,870)</b>	<b>(28,989)</b>
<b>NONOPERATING SUPPORT, REVENUES AND RECLASSIFICATIONS</b>					
Investment income	7,018	-	36,576	-	36,576
	7,018	-	36,576	-	36,576
<b>CHANGE IN NET ASSETS</b>	<b>52,538</b>	<b>134,657</b>	<b>28,457</b>	<b>(20,870)</b>	<b>7,587</b>
<b>NET ASSETS (DEFICIT) - BEGINNING, as restated</b>	<b>(778,917)</b>	<b>67,023</b>	<b>(807,374)</b>	<b>87,893</b>	<b>(719,481)</b>
<b>NET ASSETS - ENDING</b>	<b>(726,379)</b>	<b>201,680</b>	<b>(778,917)</b>	<b>67,023</b>	<b>(711,894)</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, 2016 and 2015

*All amounts are expressed in USA Dollars*

	2016			2015		
	Regular Educational Programs	Management and General	Total	Regular Educational Programs	Management and General	Total
<b>EXPENSES</b>						
Salaries and other compensation	688,572	222,048	910,620	698,339	215,639	913,978
Pension expense	60,959	18,193	79,152	63,626	16,743	80,369
Other Employee benefits	115,324	45,412	160,736	147,216	49,380	196,596
Payroll taxes	56,629	17,741	74,370	58,868	18,027	76,895
Staff development	1,800		1,800	3,455		3,455
Contracted services	280,940	7,000	287,940	280,623	6,200	286,823
Occupancy	34,733	8,056	42,789	37,442	8,960	46,402
Administrative expenses	20,733	7,396	28,129	24,612	6,752	31,364
Travel	30,586	5,066	35,652	36,126	6,584	42,710
Materials & supplies	183,049		183,049	198,530		198,530
Depreciation	35,763	11,921	47,684	28,533	9,511	38,044
Interest	4,538	1,367	5,905	4,850	1,616	6,466
	<b>1,513,626</b>	<b>344,200</b>	<b>1,857,826</b>	<b>1,582,220</b>	<b>339,412</b>	<b>1,921,632</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, 2016 and 2015

*All amounts are expressed in USA Dollars*

	<b>2016</b>	<b>2015</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net operating income(loss)	<b>180,177</b>	(28,989)
<i>Adjustments to reconcile to net cash provided by (used in) operating activities:</i>		
Depreciation Expense	<b>47,684</b>	38,044
Difference between pension expense for GASB 68 and NHRS plan contributions	<b>(40,920)</b>	(31,570)
Change in assets and liabilities:		
(Increase) decrease in assets:		
Accounts receivable	<b>56,360</b>	(31,236)
Grants receivable	<b>7,836</b>	10,428
Prepaid expenses	<b>5,548</b>	(5,548)
Increase (decrease) in liabilities:		
Accounts payable	<b>(64,719)</b>	59,682
Agency deposits	-	(164,205)
Deferred revenues	<b>124</b>	(1,537)
	<b>192,090</b>	(154,931)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of capital assets		(1,476)
Earnings on investments	<b>7,018</b>	36,576
Purchase of Investments	<b>(106,796)</b>	63,489
	<b>(99,778)</b>	98,589
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Increase(decrease) in line of credit	<b>(31,500)</b>	31,500
Principal payments - mortgage notes	<b>(17,139)</b>	(16,141)
	<b>(48,639)</b>	15,359
<b>NET INCREASE (DECREASE) IN CASH</b>	<b>43,673</b>	(40,983)
<b>CASH - BEGINNING</b>	<b>22,789</b>	63,772
<b>CASH - ENDING</b>	<b>66,462</b>	22,789
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b>		
Cash payments for interest	<b>5,905</b>	7,605

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

# NORTH COUNTRY EDUCATION SERVICES AGENCY

## Notes to Financial Statements

June 30, 2016 and 2015

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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 consists of bank deposits held in checking and money market accounts. 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 the statements of financial position. Unrealized gains and losses are included in the change in

NORTH COUNTRY EDUCATION SERVICES AGENCY

Notes to Financial Statements

June 30, 2016 and 2015

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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 FY2016 or FY2015. *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 grant, contract or other donor restrictions. A *temporary restriction* permits the organization to

# NORTH COUNTRY EDUCATION SERVICES AGENCY

## Notes to Financial Statements

June 30, 2016 and 2015

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

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

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

**Income Taxes.** The Agency is organized exclusively for tax-exempt charitable and educational purposes within the meaning of Section 501(a) and Section 501(c)(3) of the Internal Revenue Code of 1954, as amended and Chapter 262 of the New Hampshire Revised Statutes Annotated, as amended. The Agency is not a private foundation within the meaning of Internal Revenue Code Section 509(a). During the period of July 1, 2015 through June 30, 2016, 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.
- Management's estimate of *Contingency for unfunded pension obligations* and *Deficit related to unfunded pension obligations* is the amount of net pension liability, deferred inflows and outflows of resources related to the Agency's proportionate share of the New Hampshire Retirement System (NHRS), which is independently audited information supplied by NHRS.

NORTH COUNTRY EDUCATION SERVICES AGENCY

Notes to Financial Statements

June 30, 2016 and 2015

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**ASSETS**

**Deposits.** All bank deposits as of June 30, 2016 and 2015 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, 2016 and 2015, 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, 2016 and 2015, include the following:

	<u>2016</u>	<u>2015</u>
Mutual Funds	<u>\$ 456,683</u>	<u>\$ 349,887</u>

The composition of investment return in the statement of activities for the years ended December 31, 2016 and 2015 were as follows:

	<u>2016</u>	<u>2015</u>
Unrestricted:		
Interest and dividends	\$ 220	\$ 65
Capital gain distributions	<u>6,798</u>	<u>36,511</u>
	<u>\$ 7,018</u>	<u>\$ 36,576</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, 2016 and 2015

**Accounts Receivable.** Accounts Receivable at June 30, 2016 and 2015 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, 2016 and 2015 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, 2016 and 2015 are as follows:

	Balance			Balance
	July 1, 2015	Additions	Deductions	June 30, 2016
<b>Land</b>	\$ 35,000	\$ -	\$ -	\$ 35,000
<b>Buildings</b>	609,967	-	-	609,967
<b>Equipment &amp; Furnishings</b>	138,478	-	55,869	82,609
	<u>783,445</u>	<u>-</u>	<u>55,869</u>	<u>727,576</u>
<b>Less: Accumulated Depreciation</b>	<u>(523,867)</u>	<u>(47,684)</u>	<u>(55,869)</u>	<u>(515,682)</u>
	<u>\$ 259,578</u>	<u>\$ (47,684)</u>	<u>\$ -</u>	<u>\$ 211,894</u>

	Balance			Balance
	July 1, 2014	Additions	Deductions	June 30, 2015
<b>Land</b>	\$ 35,000	\$ -	\$ -	\$ 35,000
<b>Buildings</b>	609,967	-	-	609,967
<b>Equipment &amp; Furnishings</b>	171,262	1,476	34,260	138,478
	<u>816,229</u>	<u>1,476</u>	<u>34,260</u>	<u>783,445</u>
<b>Less: Accumulated Depreciation</b>	<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>

**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, 2016 and 2015

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- Estimated net contribution billed for the year ending July 1, 2016 are as follows:
  - Workers' Compensation \$ 3,188
  - Unemployment Compensation \$ 6,786
  - Property/Liability \$ 6,030

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**

**Line of Credit.** During fiscal years ended June 30, 2016 and 2015, 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, 2016 and 2015 were zero and \$31,500 respectively.

**Long-Term Liabilities.** The Agency's long-term liability as of June 30, 2016 and 2015 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, 2016 and 2015 were as follows:

<u>Year Ending June 30</u>	<u>2016</u>	<u>2015</u>
2016	\$ -	\$ 17,139
2017	18,197	18,197
2018	19,320	19,320
2019	20,513	20,513
2020	21,781	21,781
2021	1,874	1,874
	<u>\$ 81,685</u>	<u>\$ 98,824</u>

NORTH COUNTRY EDUCATION SERVICES AGENCY

Notes to Financial Statements

June 30, 2016 and 2015

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

NHRS is divided into two membership groups. By statute, Group I (employee and teacher) members contribute 7% of their salary to NHRS. Group II (police & fire) members contribute 11.5% and 11.8% respectively. While member rates are set by statute, employer rates are set by the NHRS Board of Trustees every two years after a biennial actuarial valuation is conducted using the *Entry Age Normal* actuarial method. Employer contributions are assessed at five different rates, one each for state employees, political subdivisions employees, teachers, police and fire. NHRS employers are required by the New Hampshire Constitution to pay 100% of the actuarial sound employer contribution rate as certified by the NHRS Board of Trustees to fully fund the pension plan and to pay down the retirement system’s unfunded actuarial accrued liability over a closed amortization period. Currently, employer contribution rates for the period July 1, 2015 through June 30, 2016 are as follows:

	<u>Pension</u>	<u>Medical Subsidy</u>	<u>Total</u>
Group I:			
Employees	10.86%	0.31%	11.17%
Teachers	12.72%	2.95%	15.67%

For reporting purposes, the Agency follows the provisions of GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27*, which requires participating employers to recognize their proportionate share of collective net pension liability, deferred outflows of resources, deferred inflows of resources and pension expense. Estimated collective amounts have been allocated by NHRS based on employer contributions during the respective fiscal years. Contributions to the plan are recognized when legally due, based on statutory requirements. This information along with significant assumptions and inputs for total pension liabilities, the NHRS’s fiduciary net position and current year sources of changes to net pension liabilities are available for the plan as a whole as well as audited cost-sharing schedules by individual members in the System’s Comprehensive Annual Financial Report and other annual reports are available from the NHRS located at Regional Drive ~ Concord, NH 03301-8509 or on its web site at <https://www.nhrs.org/funding-and-investments/reports-valuations/annual-report-archive> and <https://www.nhrs.org/employers/gasb/gasb-67-68-reports> .

**NORTH COUNTRY EDUCATION SERVICES AGENCY**

*Notes to Financial Statements*

June 30, 2016 and 2015

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**NET ASSETS**

**Temporarily Restricted Net Assets.**

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

	<u>2015</u>	<u>2015</u>
Distance Learning/Follet	\$ 30,152	\$ 25,065
Tillotson - NISL	-	2,000
Roy Foundation - Next Steps	-	4,242
Tillotson- Admin	50,000	-
NISL III	87,591	-
NH Center for Learning	2,000	2,700
Tillotson - North of the 44th	9,124	12,252
Community Engagement	205	-
	<u>\$ 179,072</u>	<u>\$ 46,259</u>

*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, 2016 and 2015 amounted to \$22,608 and \$22,608 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.

## **Supplementary Schedule**

Schedule 1  
**NORTH COUNTRY EDUCATION SERVICES AGENCY**  
*Comparative Schedule of Pension Obligations*  
As of June 30, 2016

*All amounts are expressed in USA Dollars*

**Estimated future pension obligations - New Hampshire Retirement System (NHRS).** Selected comparative information from NHRS's audited financial statements and cost-sharing schedules, which is specific to North Country Education Services Agency, is as follows:

	<b>As of and for the years ended June 30,</b>		
	<b>2013</b>	<b>2014</b>	<b>2015</b>
Proportionate share	0.03138606%	0.03000652%	0.02908921%
Employer contribution	\$ 78,043	\$ 97,348	\$ 97,590
Net Pension Liability	\$ 1,350,788	\$ 1,126,320	\$ 1,152,377
Deferred outflows of resources:			
Differences between expected and actual	<i>base year</i>	-	-
Changes of assumptions	<i>base year</i>	-	-
Changes in proportion	<i>base year</i>	-	-
<i>Total deferred outflows of resources</i>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Deferred inflows of resources:			
Differences between expected and actual	<i>base year</i>	-	25,288
Net difference between projected and actual investment earnings on pension plan investments	<i>base year</i>	144,114	30,799
Changes of assumptions	<i>base year</i>	-	-
Changes in proportion	<i>base year</i>	48,784	69,834
<i>Total deferred inflows of resources</i>	<u>\$ -</u>	<u>\$ 192,898</u>	<u>\$ 125,921</u>
Pension expense:			
Proportionate share of plan pension expense	<i>base year</i>	76,366	74,458
Net amortization of deferred amounts from changes in proportion	<i>base year</i>	(10,588)	(17,788)
<i>Total employer pension expense</i>	<u>\$ -</u>	<u>\$ 65,778</u>	<u>\$ 56,670</u>

This information should be read in conjunction with the audited actuarial reports presented by the NHRS. This information along with significant assumptions and inputs for total pension liabilities, the NHRS's fiduciary net position and current year sources of changes to net pension liabilities are available for the plan as a whole as well as audited cost-sharing schedules by individual members in the System's Comprehensive Annual Financial Report and other annual reports are available from the NHRS located at Regional Drive ~ Concord, NH 03301-8509 or on its web site at <https://www.nhrs.org/funding-and-investments/reports-valuations/annual-report-archive> and <https://www.nhrs.org/employers/gasb/gasb-67-68-reports>. As noted there in, the preparation of those reports requires management to make a number of estimates and assumptions relating to the reported amounts. Due to the inherent nature and uncertainty of those estimates, actual results could differ, and the differences could be material. As of June 30, 2016, the Agency has recognized all statutorily required contributions to the plan. Unless additional assessments are imposed by the NHRS Board due to insolvency or some other circumstances, all future obligations to the plan will become due as a percentage of qualifying wages as they are paid by the Agency. At this time, management understands that that the NHRS foresees no likelihood of additional assessment beyond normal contribution rates, which are established every two years by a statutorily-governed rate-setting process. All future obligations of the Agency to the NHRS will be paid from operations as they become due.



**EXECUTIVE BOARD OF DIRECTORS  
FY 2017 – 2018**

**Dr. Marion Anastasia**, Superintendent SAU 36

**Dr. Cheryl Baker**, *Member at Large, Board VP, Policy Member*, Plymouth State University

**Bruce Beasley**, *Personnel Member*, Superintendent SAU 7

**Randy Bell**, *Member at Large, Policy*

**Robert Boschens**, *Member at Large*, Executive Director Tri-County CAP

**Paul Bousquet**, *Board President, Finance Member*, Superintendent SAU 20

**Jodie Camille**, *Member at Large, Personnel*, WMCC-Berlin

**Dr. Corinne Cascadden**, *Policy Member* Superintendent SAU 3

**Pierre Couture**, *Finance Member*, Superintendent SAU 35

**Susan Hodgdon**, Superintendent SAU 77

**Bernard Keenan**, *Member at Large, Personnel Member*

**Kathleen Kelley**, *Member at Large, Treasurer, Finance Member*

**Michael Kelley**, Superintendent SAU 58

**Laurie Melanson**, Superintendent SAU 23

**Judy McGann**, *Policy Member*, Superintendent SAU 68

**Robert Mills**, *Member at Large, Finance Member*

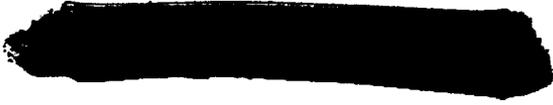
**Dr. Steve Nilhas**, Superintendent SAU 84

**Annemarie Platt**, *Member at Large, Personnel Member*, NCES Treasurer

**Pamela Stimpson**, *Personnel Member*, Director of Special Services SAU 9

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

# James F. Snyder, IV



## CAREER OBJECTIVE

*Help young people discover and reach for their potential, and promote systemic changes needed to enable all students have this opportunity*

## EDUCATION

### **Plymouth State College**

M.Ed. Education Administration and Supervision, 2000

### **Keene State College**

B.S. in Special Education, 1980

M.Ed. in Special Education, 1985

## PROFESSIONAL CERTIFICATIONS

### **NH Experienced Educator - Current Endorsements:**

- Special Education Administrator
- Principal
- General Special Education K-12
- Learning Disabilities
- Elementary Education K-8

**Crisis Prevention Institute - Non-Violent Crisis Intervention Instructor**

## PROFESSIONAL EXPERIENCE

**Special Education Coordinator/Teacher** 1980 - Present  
Profile School, Bethlehem, NH

**Interim Principal** Spring 2003  
Lafayette Regional Elementary School, Franconia NH

## OTHER LEADERSHIP EXPERIENCE

**Sugar Hill Fire Department** 1981 - Present

- Firefighter
- Secretary
- Lieutenant
- First Responder - Basic Life Support

**Moderator, Town of Sugar Hill** 2007 - Present

**Pemigewasset Valley Search & Rescue** 2005 - Present

- Board of Directors

References will be furnished upon request

# 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  
Project SUCCESS Counselor**

**2013-Present**

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**  
**Instructor Plymouth State University**

**2008-Present**

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

## **Randy Herk**

### **EXPERIENCE**

#### **Senior Program Director** 2017

August 2015-May

- METROWEST YMCA in Hopkinton, MA
- Continue all duties of Leadership Development Director
- Provide strategic leadership to Challenge Course Operations, Adventure Programs, Family and Outdoor Education Program Departments
- Supervised and developed Program Directors and Coordinators
- Managed department budgets, assist in grant development and administration, developed contracts, hiring/training staff and volunteers
- Worked to form partnerships with local non-profits, towns and police departments to develop a Court Diversion version of the High Flight Program.
- Recognized with the 2016 "Living Our Cause Award"

#### **Leadership Development Director** 2015

February 2015 – August

- METROWEST YMCA in Hopkinton, MA
- Director of **High Flight Program** for at-risk youth age 12-17 referred from community partners including social service, state agencies, schools as well as self-referral.
- Interviewed potential participants and guardians/referrals in order to gauge interest, appropriateness, ability and need as well as to educate them on the program expectations.
- Lead staff and participants through 10 week seasonal sessions with varied curriculum dependent on the needs of the particular group. Session topics have included Behavior Management, Drug and Alcohol Prevention Bullying, Self-Confidence and Esteem Building, Positive Risk Taking, Un-plugging from technology, Getting Active, Community Service, Grief & Loss and Family Relationships.
- Each session included multiple overnight and 3 day trips to various locations with varied recreational activities (ex: Hiking, Snowshoeing,

Canoeing, Kayaking, Backpacking, various Wilderness Survival activities etc.)

**Youth Recreation Mentor/Instructor**  
2015

Jan 2012-January

- Valley Human Services in Ware, MA
- Provide Recreation programming to youth with emotional and/or developmental disabilities referred by the Dept. of Mental Health and Dept. of Youth Services
- Facilitate overnight trips to various locations with various recreational activities (ex: rowing, canoeing, kayaking, backpacking, biking, etc.)
- Organize and lead after-school programming including, arts and crafts, various team sports, adventure group, swim night, community events, and community service projects

**Residential Caseworker**  
2011

March 2011-Dec

- The Key Program in Greenfield, MA
- Supervise and mentor youth involved in DYS detention as they transition back into the community
- Organize and lead recreational activities for youth including basketball, football and soccer tournaments, fishing trips, hiking etc
- Help youth plan for their return to high school or assist in preparing for G.E.D.
- Assist youth in looking for job training and/or future employment opportunities

**Head Park Ranger/Youth Worker Supervisor**  
2010

April 2009-Oct

- Trustees of Reservations in Royalston, MA
- Developed and delivered various recreation programs for guests of the Campground
- Supervised and trained youth involved in the Workforce Investment Act.
- Worked with W.I.A youth in the care and maintenance of grounds of the campground and surrounding properties as well as customer service

**Residential Treatment Coordinator**  
2011

March 2010-March

- Almadden Inc. in Orange, MA
- Organized and facilitated outdoor activities for clients in a Residential Treatment Facility
- Helped clients with various needs including budgeting, social skills, nutrition and diet, exercise, education, cooking and various other daily living skills. Also worked to build a better relationship with the community
- Assisted clients with job training skills and assisted in finding them employment and community service projects.

**Drug and Alcohol Prevention Coordinator**  
2009

March 2004-March

- Adolescent Drug & Alcohol Prevention Tools in Lincoln, NH
- Coordinate programs and groups for youth in area communities to help prevent Drug, Alcohol and Tobacco use.
- Facilitated Court Diversion programs instructing in the Prime for Life Curriculum
- Educated youth in minimum impact camping techniques, survival training including water purification and foraging.
- Facilitated Summer Activities for the Adolescent Treatment Initiative
- Assisted in grant writing and other fund raisers

**Youth Services Coordinator**  
2006

Sept 2005-Nov

- Communities for Alcohol and Drug-Free Youth in Plymouth, NH
- Organized and facilitated weekly meetings with students in grades 5-12<sup>th</sup> focusing on drug and alcohol prevention, community service and positive healthy activities
- Coordinated the Launch Program (Recognized by the White House)
- Coordinated monthly meetings with organizations throughout the state to address the use and abuse of alcohol and other drugs by youth in the state of NH

**North Country Education Services**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
James Snyder	Program Coordinator	\$45,000	100	\$45,000
Sean O'Brien	Program Director	\$17,500	100	\$17,500
Randy Herk	Expedition Staff	\$10,500	100	\$10,500
TBD	Expedition Staff	\$10,500	100	\$10,500