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

Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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

August 4, 2017

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

**REQUESTED ACTION**

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

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

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

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

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

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

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

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

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

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

**Monadnock Family Services, Vendor Code: 177510-B001**

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

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

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

**Second Start, Vendor Code: 177224-B002**

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

			<b>FY19 TOTAL</b>	<b>\$ 526,475</b>
			<b>GRAND TOTAL:</b>	<b>\$1,057,509</b>

**EXPLANATION**

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

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

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

- 1) underage drinking among persons aged 12 to 20; and
- 2) prescription drug misuse and abuse and illicit opioid misuse and abuse among persons aged 12 to 25, in 'high need, high risk' populations in New Hampshire.

'High need, high risk' populations are local communities such as, cities/towns/schools/college campuses that show their population's prevalence rates for alcohol and/or other drugs misuse are higher than the New Hampshire's state average prevalence rates by using the prevalence rate data from the 2013 or 2015 Youth Risk Behavior Survey<sup>1</sup> or the 2014 National Survey on Drug Use and Health reports or similar data.

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

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

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

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

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

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

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

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

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

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

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

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*The Department of Health and Human Services' Mission is to join communities and families  
in providing opportunities for citizens to achieve health and independence.*



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

**Student Assistance Program**

**RFA-2018-BDAS-02-STUDE**

RFA Name

RFA Number

Reviewer Names

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

Pass/Fail	Maximum Points	Actual Points
	150	106
	150	123
	150	128
	150	128
	150	110
	150	127
	150	135
	150	103
	150	139
	150	117
	150	87
	150	100
	150	103
	150	128
	150	135
	150	113
	150	99
	150	115

- | Reviewer Names         |
|------------------------|
| 1. <u>Paul Kiernan</u> |
| 2. <u>Ann Crawford</u> |
| 3. <u>Jill Burke</u>   |
| 4. _____               |
| 5. _____               |
| 6. _____               |
| 7. _____               |
| 8. _____               |
| 9. _____               |

Subject: Student Assistance Program (RFA-2018-BDAS-02-STUDE-01)

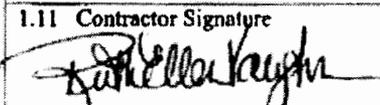
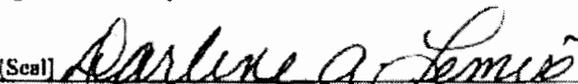
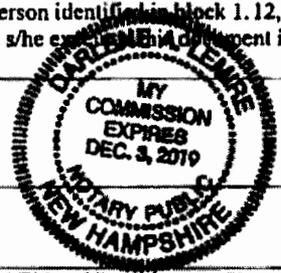
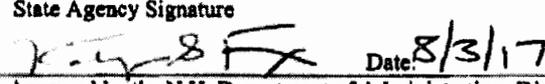
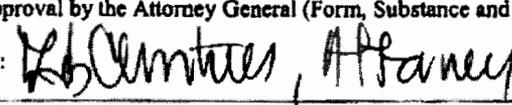
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> School Administrative Unit #61 Farmington School District		<b>1.4 Contractor Address</b> 60 Charles Street Farmington NH 03835	
<b>1.5 Contractor Phone Number</b> 603-755-2627	<b>1.6 Account Number</b> 3395 05-95-49-491510-2407-102-500731	<b>1.7 Completion Date</b> June 30, 2019	<b>1.8 Price Limitation</b> \$200,000.00
<b>1.9 Contracting Officer for State Agency</b> Jonathan V. Gallo, Esq., Interim Director		<b>1.10 State Agency Telephone Number</b> 603-271-9246	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Ruth Ellen Vaughn, Superintendent SAU61	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>STAFFORD</u> On <u>8/1/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed the document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> <div style="text-align: right;">  </div>			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Katya S Fox, Director	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  , Attorney On: <u>7/2/17</u>			
<b>1.18 Approval by the Governor and Executive Council (if applicable)</b> By: _____ On: _____			

Subject: Student Assistance Program (RFA-2018-BDAS-02-STUDE-01)

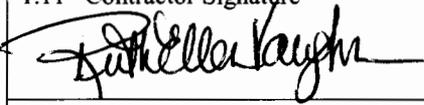
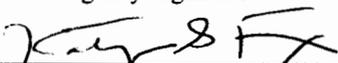
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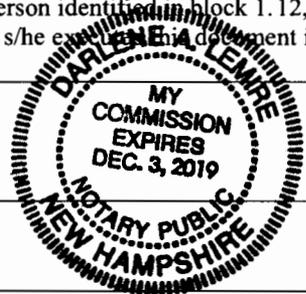
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1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
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1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: <u>8/3/17</u>		1.15 Name and Title of State Agency Signatory Katya S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Rb Clements, Attorney</u> On: <u>7/28/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

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

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

Contractor Initials                       
Date 8/1/17

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall increase the State's existing prevention system including, but not limited to, its resources and capacities to reduce substance abuse and misuse in communities with high need and/or high risk populations of:
  - 1.3.1. Underage drinking among persons aged twelve (12) to twenty (20), and high risk for persons aged twenty-one (21) to twenty-five (25);
  - 1.3.2. Prescription drug misuse and abuse, and illicit opioid misuse and abuse among persons aged twelve (12) to twenty-five (25).
- 1.4. The Contractor shall hire one full-time student assistance program (SAP) counselor who shall:
  - 1.4.1. Work 37.5 hours per week throughout the school year.
  - 1.4.2. Maintain office hours during the summer months on a flexible schedule, as approved by the Department.
  - 1.4.3. Become a Certified Prevention Specialist no later than twelve (12) months from the contract effective date.
  - 1.4.4. Attend community forums, which include, but not limited to, Farmington Responds – A Circle of Hope Initiative.

#### 2. Scope of Work

- 2.1. The Contractor shall screen individuals referred to the program, using the guidance provided by the Department and an evidenced based screening tool as recommended by NAMI-NH that includes an assessment of the individual, family, substance use issues, and whether a referral to treatment is appropriate. The Contractor shall:
  - 2.1.1. Submit the evidenced based screening tool to be used to the Department for approval within thirty (30) days of the contract effective date.



## Exhibit A

- 2.1.2. Refer individuals to community treatment providers, as appropriate.
- 2.2. The Contractor shall conduct individual and group sessions, as appropriate, which include but are not limited to:
  - 2.2.1. Conducting individual support sessions, as needed, with the purpose of crisis intervention or to motivate students in participating in groups modeled after Project Success.
  - 2.2.2. Conducting individual sessions as needed to assist students with:
    - 2.2.2.1. Identifying and resisting social and situational pressures to use substances.
    - 2.2.2.2. Correcting misperceptions about the prevalence and acceptability of substance use.
    - 2.2.2.3. Focusing on the personal consequences of substance misuse and abuse.
    - 2.2.2.4. Practicing resistance and coping skills.
    - 2.2.2.5. Identifying barriers to using the newly developed skills or adopting healthy attitudes.
  - 2.2.3. Conduct the Newcomers Group, the Children of Substance Misusing Parents Group and a Seniors Group beginning in year one and expanding new groups in additional years as funding will allow that are modeled after Project Success, which may include, but are not limited to:
    - 2.2.3.1. Alcohol and other Drug Assessment Education Group
    - 2.2.3.2. Sibling Group
    - 2.2.3.3. Non-Users Group
    - 2.2.3.4. Parents, Peers, and Partying Group
    - 2.2.3.5. Users Group
    - 2.2.3.6. Users/Children of Substance Misusing Parents Group
    - 2.2.3.7. Recovery Group.
- 2.3. The Contractor shall administer pre- and post-assessments that measure student attitudes toward drugs and alcohol to determine and monitor the effectiveness of the Student Assistance Program and measure the impact of student groups which include, but are not limited to:
  - 2.3.1. Children of Substance Misusing Parents/Caregivers Group;
  - 2.3.2. Senior Group.
- 2.4. The Contractor shall administer annual surveys, and provide results of the



## Exhibit A

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- surveys, during the period of March through May, which include but are not limited to:
- 2.4.1. The Youth Risk Behavior Survey of all students in grades nine (9) through twelve (12).
  - 2.4.2. The Department provided survey for grades seven (7) through eight (8).
- 2.5. The Contractor shall provide education sessions and/or materials, as approved by the Department, to individuals and or groups, that may include, but are not limited to:
- 2.5.1. Parent/caregiver education regarding prescription drug misuse, underage drinking and binge drinking, within the school and community.
  - 2.5.2. Alcohol and other drug prevention education in middle school or high school, using evidence based curriculum, such as Project Alert, during seventh and ninth grade transitional years that includes, but is not limited to:
    - 2.5.2.1. Adolescent alcohol, tobacco and other drug information.
    - 2.5.2.2. Family Dynamics and pressures.
    - 2.5.2.3. Skills for coping with stress and life pressure.
- 2.6. The Contractor shall conduct a minimum of three (3) school/community centered environmental strategies that broadly reach populations within the school and community and focus on alcohol and other drug prevention messaging, including but not limited to:
- 2.6.1. Initiating health and wellness activities within the school buildings.
  - 2.6.2. Participating in Red Ribbon Week activities.
  - 2.6.3. Brainstorming ideas with student volunteers, which may result in improvements for the school and the community.
- 2.7. The Contractor shall increase school and community awareness of the Student Assistance Program services through media and marketing including but not limited to print media and social media, which may include, but is not limited to Facebook and Instagram in partnership with Department identified organizations, including but not limited to the Partnership for a Drug Free NH.
- 2.8. The Contractor shall announce the intentions of the Student Assistance Program in collaboration with community partners in their area which include, but are not limited to:
- 2.8.1. Farmington Responds-Circle of Hope Initiative.
  - 2.8.2. Faith based organizations.



## Exhibit A

- 2.8.3. Police Department.
- 2.8.4. Sheriff's Department.
- 2.8.5. Emergency responders.
- 2.9. The Contractor shall evaluate existing school policies on alcohol and other drugs within the first year of the contract and recommend improvements to the existing policies based on best practice and according to recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment
- 2.10. The Contractor shall implement improvements to the alcohol and other drug school policies in Section 2.6 in year two (2) of the contract.
- 2.11. The Contractor shall participate in the Student Assistance Learning Collaborative and other mandatory trainings as identified by the Department.
- 2.12. The Contractor shall allow a team authorized by the Department to meet with staff on a quarterly basis or as needed to conduct a site visit. The Contractor shall:
  - 2.12.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 2.12.2. Ensure the Department is provided with scheduled and unscheduled access to Contractor staff and information that includes but is not limited to:
    - 2.12.2.1. Data
    - 2.12.2.2. Financial records
    - 2.12.2.3. Work sites/locations/work spaces and associated facilities.
- 2.13. The Contractor shall collaborate with the Regional Public Health Network to create a sustainability plan for continuation of the Student Assistance Program beyond the contract end date, which shall be submitted to the Department for approval no later than ninety (90) days prior to the contract end date.
- 2.14. The Contractor shall work with the NH Center for Excellence, as needed, to ensure evidence based interventions or core elements of evidence based interventions (as approved by the Center for Excellence) are being implemented with fidelity.



## Exhibit A

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### 3. Reporting

- 3.1. The Contractor shall input data on a monthly or quarterly basis in an online database, as required by the Department, which shall include, but not be limited to:
- 3.1.1. Number of students who participated in SAP activities
  - 3.1.2. Demographic of students who participated in SAP activities.
  - 3.1.3. Number of environmental strategies implemented as a result of SAP services
  - 3.1.4. Amount of funds received from other sources for SAP activities and/or programming.
- 3.2. The Contractor shall provide additional reports or data as required by the Department.

### 4. Deliverables

- 4.1. The Contractor shall provide services to a minimum of five hundred (500) students per year.
- 4.2. The Contractor shall submit the evidenced based screening tool described in Section 2.1.1 to the Department no later than thirty (30) days from the contract effective date.
- 4.3. The Contractor shall provide the sustainability plan described in Section 2.13 to the Department for review and approval no later than ninety (90) days prior to the contract completion date.

### 5. Performance Measures

- 5.1. The Contractor shall maintain a 90% response rate of pre- and post-assessments described in Section 2.3.
- 5.2. A minimum of 50% of responders to the post-assessments described in Section 2.3 will have an unfavorable attitude toward drugs and alcohol.
- 5.3. A minimum of 75% of responders to the post-assessments described in Section 2.3 will agree that participation in SAP activities had a positive impact on how to effectively deal with peer pressure.



**Exhibit B**

**Method and Conditions Precedent to Payment**

1. This contract is funded with 100% federal funds available through the Catalogue for Domestic Assistance (CFDA) # 93.243, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Partnership for Success Grant.
2. State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for services provided pursuant to Exhibit A, Scope of Services, shall be at an all-inclusive rate of \$48.00 per hour for a maximum value of \$100,000 per state fiscal year.
4. Payment for said services shall be made monthly as follows:
  - 4.1. The Contractor shall submit an invoice for payment no later than the twentieth (20<sup>th</sup>) working day of each month for the number of hours worked in the previous month.
  - 4.2. Invoices shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services as well as documentation of matching funds as described in Section 7, below.
  - 4.3. Invoices shall be sent to:

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



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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



Exhibit C-1

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

- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.**

Exhibit C-1 – Revisions to General Provisions

Contractor Initials REL

Date 8/1/17



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

Contractor Initials REV  
Date 8/1/17



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

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

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

Contractor Name:

8/1/17  
Date

Ruth Ellen Vaughn  
Name: Ruth Ellen Vaughn  
Title: Superintendent SAU 61

Contractor Initials REV  
Date 8/1/17



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

8/1/17  
Date

Ruth Ellen Vaughn  
Name: Ruth Ellen Vaughn  
Title: Superintendent SAH 61



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

*[Handwritten Signature]*

*[Handwritten Date]*



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

8/1/17  
Date

Ruth Ellen Vaughn  
Name: Ruth Ellen Vaughn  
Title: Superintendent SAU 61

Contractor Initials REV  
Date 8/1/17



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

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

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

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

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

Exhibit G

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

Contractor Initials

Date



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

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

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

Contractor Name:

8/17/17  
Date

  
Name: Ruth Ellen Vaughn  
Title: Superintendent SAU 61

Exhibit G

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

Contractor Initials 



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

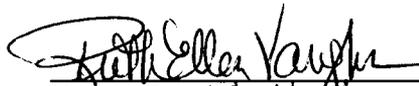
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care,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

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

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

Contractor Name:

8/1/17  
Date

  
Name: Ruth Ellen Vaughn  
Title: Superintendent SAU 61

Contractor Initials   
Date 8/1/17



Exhibit I

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

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

(1) **Definitions.**

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

Handwritten initials of the contractor, appearing to be 'JBL'.

Handwritten date: 8/1/17



Exhibit I

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

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

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



Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (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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8/1/17



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services  
 The State  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 Katja S Fox  
 \_\_\_\_\_  
 Name of Authorized Representative  
 Director  
 \_\_\_\_\_  
 Title of Authorized Representative  
 8/3/17  
 \_\_\_\_\_  
 Date

SAU 61  
 \_\_\_\_\_  
 Name of the Contractor  
 Ruth Ellen Vaughn  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 Ruth Ellen Vaughn  
 \_\_\_\_\_  
 Name of Authorized Representative  
 Superintendent  
 \_\_\_\_\_  
 Title of Authorized Representative  
 August 1, 2017  
 \_\_\_\_\_  
 Date



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

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

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

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

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

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

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

Contractor Name:

8/1/17  
Date

Ruth Ellen Vaughn  
Name: Ruth Ellen Vaughn  
Title: Superintendent - SHU 61

Contractor Initials REV  
Date 8/1/17



FORM A

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

1. The DUNS number for your entity is: 829718332
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

Name: _____	Amount: _____

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of the Farmington School Board, SAU61.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on July 31, 2017:  
(Date)

**RESOLVED:** That the Ruthellen Vaughn, Superintendent of Schools, SAU61  
(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 1 day of August, 2017.  
(Date Contract Signed)

4. Ruthellen Vaughn is the duly elected Superintendent of Schools, SAU61  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of STAFFORD

The forgoing instrument was acknowledged before me this 1 day of August, 2017.

By Joel Chagnon  
(Name of Elected Officer of the Agency)

[Signature]  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

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





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<b>Participating Member:</b> Farmington School District 60 Charles Street Farmington, NH 03835		<b>Member Number:</b> 958	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2016	7/1/2017	Each Occurrence	\$ 5,000,000	
	7/1/2017	7/1/2018	General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> Statutory	\$2,000,000	
	7/1/2017	7/1/2018	Each Accident	\$2,000,000	
			Disease – Each Employee		
			Disease – Policy Limit		
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)		
<b>Description:</b> 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>		
State of NH DHHS 129 Pleasant St Concord, NH 03301			<b>By:</b> <i>Tammy Denver</i>		
			<b>Date:</b> 5/22/2017    tdenver@nhprimex.org		
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax		

**Farmington School District SAU 61**

**School Board Members**

Mr. Joel Chagnon, Chair

Ms. Angie Cardinal

Mr. Stan Freeda

Ms. Linda McElhinney

Mrs. Penny Morin

Mr. Brian Zawacki, Student Representative

## LINDA D. SHEFF

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### PROFESSIONAL EXPERIENCE

**Professional School Counselor**, Farmington High School, 40 Thayer Drive, Farmington, Wakefield School District, NH, 2013 - Present

- ◆ Promote academic, personal, and social success and well-being of all students
- ◆ Provide individual, group, and crisis counseling
- ◆ Provide classroom and school-wide activities
- ◆ Coordinate Section 504 Plans for students
- ◆ Coordinate state and standardized testing (PSAT, SAT, and AP Exams)
- ◆ Served on various school committees and teams
- ◆ Develop the program of studies and the school schedule
- ◆ Advise and register students for their high school classes
- ◆ Collaborate with outside agencies, such as the police department and DCYF, etc.
- ◆ Coordinate the college fair, college visits, and the work-study program
- ◆ Promote career exploration and development

**Coordinator / Counselor / Diagnostic Prescriptive Teacher (DPT) for the Sequential Transition Education Program (STEP 1 Program)**, Governor Wentworth Regional School District, Ossipee Central School, 68 Main Street, Center Ossipee, NH, 2011-2013.

- ◆ Coordinated the STEP Program for students who are identified as severely emotionally disturbed
- ◆ Program liaison—between administrators, teachers, and program paraprofessionals
- ◆ Developed individual education plans and comply with special education laws
- ◆ Facilitated special education meetings
- ◆ Consulted with teachers about student's social / emotional needs and to develop appropriate goals, curriculum modifications, and strategies
- ◆ Maintained consistent contact with parents
- ◆ Administered annual achievement assessments
- ◆ Interpreted psycho-educational evaluations for parents and teachers
- ◆ Provided individual and group counseling to students
- ◆ Provided mediations and crisis interventions to students
- ◆ Conducted functional behavioral assessments (FBAs) and behavior intervention plans (BIPs)
- ◆ Served as the program representative for behavioral consultation throughout the district

**School Guidance Counselor**, Wakefield School District, Paul School, 60 Taylor Way, Sanbornville, NH, 2001 - 2011.

- ◆ Promoted academic, personal, and social success and well-being of all students
- ◆ Provided individual, group, and crisis counseling
- ◆ Taught developmental classroom guidance lessons

- ◆ Coordinated Section 504 Plan for students
- ◆ Coordinated state and standardized testing (NECAP, NWEA, and NAEP)
- ◆ Served on various school committees and teams, i.e. PBIS Committee, Special Education Committee, Leadership Team, Crisis Committee, etc.
- ◆ Designed the school's annual Integrated Arts schedule
- ◆ Co-designed and developed the Student Support Center
- ◆ Collaborated with outside agencies, such as the police department and DCYF, etc.
- ◆ Registered/assigned new student placement / high school registration
- ◆ Developed, implemented, and coordinated the new teacher mentoring program
- ◆ Participated in writing and developing a school improvement plan, as well as a school-wide behavior system
- ◆ Coordinated Career Week, Career Day, Job Shadowing Day, and Step-Up Day

**Masters - Marriage & Family Therapist**, The Family Center, Athens, TN, 1999 -2001.

- ◆ Developed and implemented contracts with area schools to provide counseling for special education students with behavioral problems (Pre-K through 12th grade)
- ◆ Provided individual, couple, family, and group therapy – School-based as well as private practice
- ◆ Co-facilitated a therapeutic support group for victims of domestic violence

**School-Based Youth Services Officer**, McMinn Co. Department of Juvenile Services, Athens, TN, 1993 - 1999.

- ◆ Provided school-based counseling for “At-Risk” students who were referred by principals and teachers, as well as those in the alternative education program
- ◆ Provided alcohol and drug counseling as well as drug testing
- ◆ Supervised school probation caseload
- ◆ Collaborated / consulted with school administrators and teachers
- ◆ Provided and taught law related education classes, parenting classes, anger management groups, positive choice groups, ropes courses, etc.
- ◆ Attended multidisciplinary and IEP meetings
- ◆ Provided on-call services to assist families and police with crisis interventions

**EDUCATION**

- ◆ **M.S. School Counseling**, Southern Adventist University, Collegedale, TN, 2001, GPA 4.0, Distinguished Dean's List all semesters.
- ◆ **M.S. Marriage & Family Therapy**, Southern Adventist University, Collegedale, TN, 1999, GPA 4.0, Distinguished Dean's List all semesters, Outstanding Student Award.
- ◆ **B.A. Psychology**, Tennessee Wesleyan College, Athens, TN, 1993, GPA 3.79, Magna Cum Laude, Dean's List all semesters.
- ◆ **A.A. Liberal Arts**, Young Harris College, Young Harris, GA, 1991, Graduated Phi Theta Kappa, Dean's List all quarters, Outstanding Sophomore Award.

## **RECENT PROFESSIONAL DEVELOPMENT**

- ◆ CPI – Non-violent Crisis Intervention Training
- ◆ Wired Differently: 5 Keys to Working With Students with Emotional and Behavioral Challenges
- ◆ Ross Greene – Collaborative Problem Solving Approach
- ◆ Functional Behavioral Assessments for Anxious and Depressed Students
- ◆ Case Management Academy
- ◆ Data Based Decisions
- ◆ The Keys to Compliance: Implementing Section 504 as Amended by the ADA08
- ◆ ADD / ADHD Workshop: “Smart but Scattered: Executive Dysfunction at Home and at School”
- ◆ Teacher Leadership Institute – Connecting policy to practice for improving student achievement
- ◆ Organizational Leadership in Schools
- ◆ LSCI (Life Space Crisis Interventions)
- ◆ Positive Behavioral Interventions and Supports (PBIS)
- ◆ CPR

## **RESEARCH**

- ◆ Sheff, L. & Wilson, D., (2009, November). Attendance Matters: An Action Research Project.
- ◆ Lord, M. & Sheff, L., (2009, July). School Improvement: Implementing Response to Intervention (RTI) at the Middle School Level.

## **PROFESSIONAL AFFILIATES**

- ◆ American School Counselors Association - Membership 2001 - present.
- ◆ New Hampshire School Counselors Association - Membership 2001 - present.

## **COMMUNITY SERVICE**

- ◆ Huggins Hospital - Street Fair Volunteer 2002 - present.
- ◆ Red Cross Blood Drive - Donor and volunteer 2002 - present.
- ◆ Secret Santa Program – Participated / volunteered – 2001 – present.

## **Diana B. De Nitto**

### **Work Experience**

#### **Farmington School District SAU #61, Farmington, NH**

**June 2013 to present**

##### **Director of Student Services**

In collaboration with principals, coordinator, school board, and school staff, responsible for planning and administration of the special education services in SAU #61. Maintains a system of special education services, capably staffed to provide quality educational and supportive offerings. Responsible for the recruitment and supervision of special education staff, related services personnel, and programs. Determines professional development needs and arranges those offerings. Organizes community presentations regarding issues such as the drug crisis, ADHD, and anxiety. Develops and implements procedures to achieve these objectives within the financial allotments of local, state and federal sources. Prepares IDEA grant and special education budget. Represents SAU 61 at court proceedings and beginning in 2016 assumed role of truancy officer including the filing of CHINS petitions.

#### **Farmington High School SAU #61, Farmington, NH**

**November 2013 to June 2013**

##### **Special Education Coordinator**

Coordinated and supervised the special education programs within the school, attended referral, evaluation and IEP meetings as the LEA representative or reassigned LEA role to other qualified staff. Oversaw IEP development, authorized final IEPs, and monitored student. Ensured that all procedures and related timelines were met regarding IEP development, evaluations, and determination of eligibility. Assisted school administration with placement of special education students in regular education. Organized, designed, and delivered in-service training for regular education teachers, special education teachers and support staff regarding special education services, IEP implementation, and other related issues. Attended court proceedings as district representative for special education students. Participated as a member of the Pupil Assistance Team. Coordinated recruitment, screening, hiring, training, and assignment of special education personnel. Supervised and evaluated special education staff in collaboration with the building principal. Provided case management for a portion of the out of district students. Ensured compliance as it related to the Medicaid to Schools Program.

#### **Henry Wilson Memorial School SAU #61, Farmington, NH**

**August 2010-November 2013**

##### **Special Education Teacher / Case Manager**

Taught grades four through six in a resource room setting and managed a case load of up to 25 students. Disabilities of the population range from OHI for anxiety and ADHD to students who are severely impacted by Autism. Modify regular classroom assignments to allow for greater independence for students with special needs. Collaborate with area community organizations to fulfill family needs. Collaborate with educational consultants to meet the needs of students on the Autism spectrum. Coordinate efforts to continue to develop a life skills program.

#### **Prospect Mountain High School SAU #301, Alton, NH**

**August 2007-June 2010**

##### **English teacher grades 9, 10, 11 and summer school**

Instructed classes of juniors at the general, college preparatory, honors levels and sophomores and freshmen at the general level. In order to update our courses' literature, previewed novels, filled out purchase orders and created activities and curriculum to support the new works. Incorporated technology into my classes using PowerPoint and Windows MovieMaker. Co-wrote and secured a Title II D Technology Integration Grant from the state of New Hampshire. The grant award aided the school in purchasing 25 new Acer notebooks. Summer School Coordinator: recruited students, developed budget, hired summer school staff, interfaced with parents, school administration and support services, taught English. Extra assignments: freshmen class co-advisor, co-editor of the school's NEASC narrative report, co-writer of the school-wide writing rubric.

**Kennett High School SAU #9 Conway, NH****September 2006-June 2007****English teacher grade 9**

Instructed heterogeneously grouped ninth grade English students. In addition, had one honors group of ninth graders. All of these classes were prepared in collaboration with other ninth grade English teachers in a professional learning community (PLC). We collectively planned and individually taught the following units: personal narrative, *To Kill a Mockingbird*, literature based essay, and a multi-genre unit.

**Lake Placid Middle / High School Lake Placid, NY****September 2004-June 2005****English teacher grade 11 & AP Literature and Composition**

Prepared juniors to take and pass the New York State English Regents. Composed primarily of American literature, juniors were taught to read various genres of literature with an eye toward extracting common themes. For a research assignment, English 11 students conducted primary research to compose a biography about a relative. AP students read American and world literature in preparation for the AP Literature exam in May. With the aim of discovering a work's meaning students were required to read and write critically. Attended two AP workshops at Vermont's St. Johnsbury Academy, one in the summer of 2004 for the literature program and the other in the summer of 2005 for the language program. Wrote the curriculum for the AP Language class in preparation for the class's introduction to the 2004-2005 schedule.

**Plattsburgh High School Plattsburgh, NY****September 2000-June 2004****English teacher grades 9, 10 & alternative education**

In addition to the curriculum outlined below for Chazy Central, in Plattsburgh also instructed at-risk students (alternative education). The alternative education students were juniors, in a self-contained setting, preparing to take the New York State Regents exam in English.

**Chazy Central School Chazy, NY****September 1993-June 2000****English teacher grades 10 & 12**

Taught heterogeneous groups of students taking New York State Regents level courses. Students were instructed how to analyze and discuss a work of literature in relation to literature terms. Analytical literature based essays, research papers, and creative genres of writing were stressed. Basic grammar, spelling and vocabulary were also incorporated into the class. Students were instructed on how to work effectively as individuals and in group settings.

**Mountain Lake Public Broadcasting Plattsburgh, NY****September 1989-February 1993****Programming Assistant**

Was responsible for the acquisition and booking of programs for on-air presentation. Shot and edited small segments of promotional videos for on-air use, and ran a studio camera for in-house, local productions. Worked as a reporter for short news clips, directed an in-studio dramatic piece, recorded voice-overs for local productions, and worked as on-camera talent for fund-raising drives.

**Education**

University of New Hampshire at Durham

*Special Education Administration Certificate Program*

August 2013

*Special Education Certification Program*

August 2011

State University of New York at Plattsburgh

*Master of Science in Teaching*

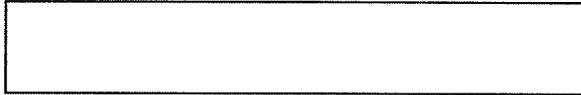
August 1993

Syracuse University Syracuse, NY

*S.I. Newhouse School of Public Communications**Bachelor of Science Television Production*

May 1989

## **Sarah Holman Gould**



### **EDUCATION**

University of New Hampshire, Durham, NH  
M.Ed Counseling, May, 2012  
Honors: GPA 3.9

Bridgewater State College, Bridgewater, MA  
B.S. Psychology, May, 2003  
Minor: Management  
Honors: Dean's List, GPA 3.1

### **CERTIFICATIONS**

K-12 Guidance Counselor certification

### **RELATED EXPERIENCE**

Jennie D. Blake School, Hill, NH, 2014-present

School Counselor

- Counsel students in a variety of settings
- Lead the 504 process for all applicable students from referral to implementation and ensuring compliance
- Serve as a member of the IEP team for all students referred for Special Education Services
- Act as a consultant to classroom teachers
- Develop and direct counseling groups on various topics
- Communicate regularly with parents and staff regarding needs of students on caseload
- Design and implement classroom Guidance curriculum for all classrooms weekly
- Collaborated with local Community Mental Health Agency to establish a school based therapy program
- Coordinated and executed Career Day for all classrooms

Strafford School, Strafford, NH, March - June, 2016

Interim School Counselor

- Integrated seamlessly into the school in the middle of the year
- Counseled students in a variety of settings; including Special Education students with behavioral goals
- Quickly built relationships with Special Education grade level teams and related service providers in order to provide responsive and preventative services to all students
- Designed and implemented a comprehensive bullying curriculum in fifth and sixth grade classrooms as a result of an informal social needs assessment
- Communicated regularly with families

Nottingham School, Nottingham, NH, 2011-2012

Counseling Intern

- Independently designed and implemented classroom guidance curriculum for Kindergarten classrooms
- Facilitated Child Study Team meetings for individual students referred by classroom teachers
- Collaborated with fourth grade teaching team and supervisor to create a grade-wide behavior plan utilizing the Response to Intervention Model
- Developed and directed counseling groups on various topics including attention and anxiety
- Counseled individuals and groups of students addressing goals specified on their Individual Education Plans

Belknap-Merrimack Head Start, 2010-2014

Family and Community Services Manager (promoted)

- Supervised a team of five Home Visitors: Conducted monthly individual supervisions, facilitated monthly staff meetings, conducted annual evaluations of staff members and developed and tracked professional development goals for all staff
- Built and maintained relationships with local agencies in order to provide seamless service to children and families
- Implemented agency recruitment plan to ensure full enrollment and adequate waitlists at each site

- Coordinated and conducted quarterly staffing with local Early Intervention program
- Conducted Child Abuse and Neglect Training for all new staff
- Regularly monitored Family Service, Education and Disabilities data in ChildPlus for Home Based Program to ensure compliance with program regulations and Head Start Performance Standards
- Coached staff in order to build their capacity to elicit meaningful change in the families served

#### Home Visitor

- Supported low income families as they moved toward fulfillment of their parenting goals through weekly home visits
- Worked cooperatively with the local school district to guide families through the IEP process
- Educated families on the Positive Behavior Intervention Systems behavior program, so they are able to support their child's behavior at home
- Facilitated weekly Socializations with parents and children
- Familiarized families with available community and agency resources
- Served on the Self Assessment Team in the areas of Education and Disabilities

#### Stafford County Head Start, 2007-2010

##### Infant Teacher

- Worked collaboratively with co-teacher to contribute to the overall growth of infants
- Communicated with families on a regular basis informally at pick up and formally through established written procedures
- Screened children in all areas of development according to Head Start policy
- Provided multiple sensory activities for children daily

##### School Age Teacher

- Developed and implemented developmentally appropriate activities for children ranging from 5-12 years
- Created an atmosphere that balanced individual choice with structure
- Ensured that children's social and emotional needs were met
- Communicated with parents on a regular basis including informally at pick up and through a monthly newsletter

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

**Contractor Name:** Farmington School District SAU #61

**Name of Contract:** RFA-2018-BDAS-02-STUDE-01 Student Assistance Program

<b>BUDGET PERIOD:</b>		<b>SFY 18</b>		
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
Diana De Nitto	Director of Student Services	\$80,800	0.00%	\$0.00
Sarah Gould	Guidance Counselor Grs 7 & 8	\$39,044	0.00%	\$0.00
Linda Sheff	Guidance Counselor Grs 9-12	\$56,983	0.00%	\$0.00
LADAC Consultant	Student Assistance Counselor	\$ 88,500.00	100.00%	\$88,500.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$88,500.00</b>

<b>BUDGET PERIOD:</b>		<b>SFY 19</b>		
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
Diana De Nitto	Director of Student Services	\$82,907	0.00%	\$0.00
Sarah Gould	Guidance Counselor Grs 7 & 8	\$40,345	0.00%	\$0.00
Linda Sheff	Guidance Counselor Grs 9-12	\$57,757	0.00%	\$0.00
LADAC Consultant	Student Assistance Counselor	\$ 94,015.00	100.00%	\$94,015.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$94,015.00</b>

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

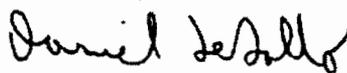
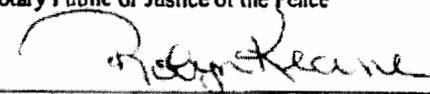
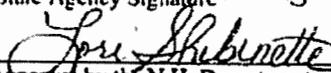
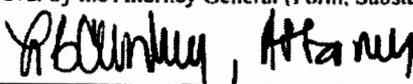
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> School Administrative Unit #18 Franklin School District		<b>1.4 Contractor Address</b> 119 Central Street Franklin, NH 03235	
<b>1.5 Contractor Phone Number</b> 603-934-3108	<b>1.6 Account Number</b> 3395 05-95-49-491510-2407-102-500731	<b>1.7 Completion Date</b> June 30, 2019	<b>1.8 Price Limitation</b> \$ 200,000
<b>1.9 Contracting Officer for State Agency</b> Jonathan V. Gallo, Esq., Interim Director		<b>1.10 State Agency Telephone Number</b> 603-271-9246	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Daniel Le Gallo, Superintendent	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Merrimack</u> On <u>July 27, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 		<b>ROBYN KEANE</b> NOTARY PUBLIC State of New Hampshire My Commission Expires March 22, 2022	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Robyn Keane, Notary			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Lori Stibinette, Deputy Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: <u>8/9/17</u>			
<b>1.18 Approval by the Governor and Executive Council (if applicable)</b> By: _____ On: _____			



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

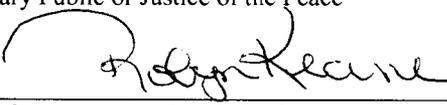
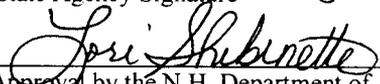
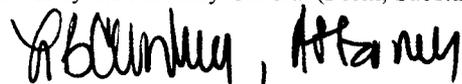
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1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
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1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lori Shubinette, Deputy Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>8/9/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials JS  
Date 7/26/17

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 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 7/26/17



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall increase the State's existing prevention system including, but not limited to, its resources and capacities to reduce substance abuse and misuse in communities with high need and/or high risk populations of:
  - 1.3.1. Underage drinking among persons aged twelve (12) to twenty (20), and high risk for persons aged twenty-one (21) to twenty-five (25);
  - 1.3.2. Prescription drug misuse and abuse, and illicit opioid misuse and abuse among persons aged twelve (12) to twenty-five (25).
- 1.4. The Contractor shall hire one full-time student assistance program (SAP) counselor who shall:
  - 1.4.1. Work 37.5 hours per week throughout the school year.
  - 1.4.2. Be available no less than 190 days for each school year.
- 1.5. The Contractor shall provide services to students in:
  - 1.5.1. Franklin High School
  - 1.5.2. Franklin Middle School

#### 2. Scope of Work

- 2.1. The Contractor shall screen individuals referred to the program, using the guidance provided by the Department and an evidenced based screening tool as recommended by NAMI-NH that includes an assessment of the individual, family, substance use issues, and whether a referral to treatment is appropriate. The Contractor shall:
  - 2.1.1. Utilize the Center for Adolescent Substance Abuse Research (CRAFT); the Global Appraisal of Individual Needs – Short Screener (GAIN-SS); or the Adolescent Substance Abuse Screening Instrument (SASSI) screening tools, as appropriate.

*JZ*  
7/26/17



## Exhibit A

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- 2.1.2. Refer individuals to community treatment providers, as appropriate.
- 2.2. The Contractor shall conduct individual and group sessions, as appropriate, which include but are not limited to:
  - 2.2.1. Conducting individual support sessions, as needed, with the purpose of crisis intervention or to motivate students in participating in groups modeled after Project Success.
  - 2.2.2. Conducting individual sessions as needed to assist students with:
    - 2.2.2.1. Identifying and resisting social and situational pressures to use substances.
    - 2.2.2.2. Correcting misperceptions about the prevalence and acceptability of substance use.
    - 2.2.2.3. Focusing on the personal consequences of substance misuse and abuse.
    - 2.2.2.4. Practicing resistance and coping skills.
    - 2.2.2.5. Identifying barriers to using the newly developed skills or adopting healthy attitudes.
  - 2.2.3. Conduct the Newcomers Group, the Children of Substance Misusing Parents Group and a Seniors Group beginning in year one and expanding new groups in additional years as funding will allow that are modeled after Project Success, which may include, but are not limited to:
    - 2.2.3.1. Alcohol and other Drug Assessment Education Group
    - 2.2.3.2. Sibling Group
    - 2.2.3.3. Non-Users Group
    - 2.2.3.4. Parents, Peers, and Partying Group
    - 2.2.3.5. Users Group
    - 2.2.3.6. Users/Children of Substance Misusing Parents Group
    - 2.2.3.7. Recovery Group.
- 2.3. The Contractor shall administer pre- and post-assessments that measure student attitudes toward drugs and alcohol to determine and monitor the effectiveness of the Student Assistance Program and measure the impact of student groups which include, but are not limited to:
  - 2.3.1. Children of Substance Misusing Parents/Caregivers Group;
  - 2.3.2. Senior Group.
- 2.4. The Contractor shall administer annual surveys, and provide results of the

*[Handwritten Signature]*  
7/26/17



## Exhibit A

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- surveys, during the period of March through May, which include but are not limited to:
- 2.4.1. The Youth Risk Behavior Survey of all students in grades nine (9) through twelve (12).
  - 2.4.2. The Department provided survey for grades seven (7) through eight (8).
- 2.5. The Contractor shall provide education sessions and/or materials, as approved by the Department, to individuals and or groups, that may include, but are not limited to:
- 2.5.1. Parent/caregiver education regarding prescription drug misuse, underage drinking and binge drinking, within the school and community.
  - 2.5.2. Alcohol and other drug prevention education in middle school or high school, using evidence based curriculum, such as Project Alert, during seventh and ninth grade transitional years that includes, but is not limited to:
    - 2.5.2.1. Adolescent alcohol, tobacco and other drug information.
    - 2.5.2.2. Family Dynamics and pressures.
    - 2.5.2.3. Skills for coping with stress and life pressure.
- 2.6. The Contractor shall conduct a minimum of three (3) school/community centered environmental strategies that broadly reach populations within the school and community and focus on alcohol and other drug prevention messaging, including but not limited to:
- 2.6.1. Providing Youth Mental Health First Aid training to parents, family members, caregivers, teachers, school staff, peers, neighbors, health and human services workers, in order to provide information on how to help adolescents who are experiencing a mental health or addiction challenge or who may be in crisis.
  - 2.6.2. Universal awareness/education activities, including but not limited to:
    - 2.6.2.1. Participating in Red Ribbon Week activities.
    - 2.6.2.2. Creating Positive Behavior Support Plan (PBIS).
    - 2.6.2.3. Alcohol Awareness.
    - 2.6.2.4. Great American Smoke-Out.
  - 2.6.3. Brainstorming ideas with student volunteers, which may result in improvements for the school and the community.
- 2.7. The Contractor shall increase school and community awareness of the



## Exhibit A

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

- 2.7.1. Participate in National Prescription Drug Take Back Day in April of each contract year.
- 2.7.2. Participating in the Project Sticker Shock Campaign that promotes awareness by providing stickers in public places that have warnings about penalties for adults who may purchase alcohol legally and provide it to minors.
- 2.7.3. Family Day, CASA, Eat Dinner with Your Children – September of each contract year, a program with key goals that include:
  - 2.7.3.1. Spend time with kids by having dinner together.
  - 2.7.3.2. Talk to kids about friends, interests and dangers of nicotine, alcohol and other drugs.
  - 2.7.3.3. Answer kids' questions and listen to what they have to say.
  - 2.7.3.4. Recognize power that can assist kids to remain substance-free.
- 2.8. The Contractor shall announce the intentions of the Student Assistance Program in collaboration with community partners in their area which include, but are not limited to:
  - 2.8.1. Franklin mayor's drug task force.
  - 2.8.2. Winnipesaukee Regional Public Health Network.
- 2.9. The Contractor shall evaluate existing school policies on alcohol and other drugs within the first year of the contract and recommend improvements to the existing policies based on best practice and according to recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment
- 2.10. The Contractor shall implement improvements to the alcohol and other drug school policies in Section 2.6 in year two (2) of the contract.
- 2.11. The Contractor shall participate in the Student Assistance Learning Collaborative and other mandatory trainings as identified by the Department.
- 2.12. The Contractor shall allow a team authorized by the Department to meet with staff on a quarterly basis or as needed to conduct a site visit. The Contractor shall:
  - 2.12.1. Ensure the Department has access sufficient for monitoring of

JJ  
7/26/17



## Exhibit A

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contract compliance requirements as identified in OMB Circular A-133.

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

2.12.2.1. Data

2.12.2.2. Financial records

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

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

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

### 3. Reporting

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

3.1.1. Number of students who participated in SAP activities

3.1.2. Demographic of students who participated in SAP activities.

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

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

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

### 4. Deliverables

4.1. The Contractor shall provide services to a minimum of seven hundred fifty (750) students per year.

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

### 5. Performance Measures

*JS*

7/26/17



## Exhibit A

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- 5.1. The Contractor shall maintain a 90% response rate of pre- and post-assessments described in Section 2.3.
- 5.2. A minimum of 50% of responders to the post-assessments described in Section 2.3 will have an unfavorable attitude toward drugs and alcohol.
- 5.3. A minimum of 75% of responders to the post-assessments described in Section 2.3 will agree that participation in SAP activities had a positive impact on how to effectively deal with peer pressure.



New Hampshire Department of Health and Human Services  
Student Assistance Program (SAP)

**Exhibit B**

**Method and Conditions Precedent to Payment**

1. This contract is funded with 100% federal funds available through the Catalogue for Domestic Assistance (CFDA) # 93.243, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Partnership for Success Grant.
2. State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for services provided pursuant to Exhibit A, Scope of Services, shall be at an all-inclusive rate of \$48.00 per hour for a maximum value of \$100,000 per state fiscal year.
4. Payment for said services shall be made monthly as follows:
  - 4.1. The Contractor shall submit an invoice for payment no later than the twentieth (20<sup>th</sup>) working day of each month for the number of hours worked in the previous month.
  - 4.2. Invoices shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services as well as documentation of matching funds as described in Section 7, below.
  - 4.3. Invoices shall be sent to:

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

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**SPECIAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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*7/26/17*



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

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

**DEFINITIONS**

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

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

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

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

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

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

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

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

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

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7/26/17



**REVISIONS TO GENERAL PROVISIONS**

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall

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*7/26/17*



Exhibit C-1

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

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

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



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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7/26/17

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

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

Contractor Name:

7/26/17

Date

Name: Daniel Leballo  
Title: SAU 19 Superintendent

Contractor Initials   
Date 7/26/17



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

7/26/17  
Date

  
Name: Daniel LeGallo  
Title: SAU 18 Superintendent

Contractor Initials   
Date 7/26/17



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

*[Handwritten Signature]*  
*[Handwritten Date: 7/26/17]*



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

7/26/17  
\_\_\_\_\_  
Date

Contractor Name:  
  
\_\_\_\_\_  
Name: Daniel LeBullo  
Title: SAV 18 Superintendent

  
\_\_\_\_\_  
Contractor Initials  
Date 7/26/17



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

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

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

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

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

Exhibit G

Contractor Initials

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

Date

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

7/26/17  
Date

  
Name: Daniel LeGallo  
Title: SAU 18 Superintendent

Exhibit G

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

Contractor Initials

Date



7/26/17



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

7/26/17

Date



Name: Daniel LeGallo

Title: SAU 18 Superintendent

  
Contractor Initials  
Date 7/26/17



Exhibit I

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

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

**(1) Definitions.**

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

Handwritten initials, possibly "JZ", written in black ink.

7/26/17



Exhibit I

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

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

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

*[Handwritten Signature]*  
7/26/17



Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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



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

JJ

7/26/17



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services  
 The State  
Lori Shubinette  
 Signature of Authorized Representative  
Lori Shubinette  
 Name of Authorized Representative  
Deputy Commissioner  
 Title of Authorized Representative  
8/8/17  
 Date

SAU 18  
 Name of the Contractor  
Jud LeBallo  
 Signature of Authorized Representative  
Daniel LeBallo  
 Name of Authorized Representative  
Superintendent  
 Title of Authorized Representative  
7/26/17  
 Date

JL  
 Contractor Initials  
7/26/17  
 Date



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

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

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

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

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

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

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

Contractor Name:

7/26/17

Date

Name: Doncel LeGullo

Title: SAV 1B Superintendent

Contractor Initials

Date

7/26/17



**FORM A**

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

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

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

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

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

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

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

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

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

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

Name: _____	Amount: _____

Contractor Initials   *Dr*    
Date   7/26/17

# CERTIFICATE OF VOTE

I, Tim Dow, do hereby certify that:  
(Name of the elected Officer of the Agency: cannot be contract signatory)

1. I am a duly elected Officer of the Franklin School Board (Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on July 1 2015:  
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 27th day of July, 2017.  
(Date Contract Signed)

4. Daniel LeGallo is the duly elected Superintendent  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Timothy M. Dow.  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 27th day of July, 2017.

By Tim Dow  
(Name of Elected Officer of the Agency)

Robyn Keane  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 2022

**ROBYN KEANE**  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
March 22, 2022



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<b>Participating Member:</b> Franklin School District SAU #18 119 Central Street Franklin, NH 03235	<b>Member Number:</b> 716	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
---	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2017	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>
New Hampshire Department of Health & Human Services 129 Pleasant St. Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 7/26/2017    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

## Franklin School Board Members

Name	Job Title
Tim Dow	Chair of School Board
Deb Brown	
Scott Burns	
Susan Hallett-Cook	
Jeff Savary	
Anya Twarog	
Robin Gargano	
Paul Doucette	
Lisa Tremblay	

## **JENNIFER L. SUMNER**

### **PERSONAL STATEMENT:**

My goal is to utilize my 12+ years of experience working as a master's level clinician with varied professional experiences to be a team member of a behavioral health clinical department at a New Hampshire University that serves a diverse student population. Helping people obtain optimal emotional, social, and behavioral wellness is what I am most passionate about and my exceptional and trustworthy counseling skills provide a safe environment for people to improve their lives.

### **WORK EXPERIENCE:**

#### **2016-Present Plymouth State University, Social Work Teaching Lecturer Plymouth, NH**

- Teaching SW2200 Introduction to Social Work Course which includes presenting an overview of the field, code of ethics, social welfare, poverty, human rights, diversity, child welfare, gerontology, health care, mental health, crisis/trauma.

#### **2015-Present Project AWARE Grant Program Manager SAU #18 Franklin, NH**

- Management of Substance Abuse and Mental Health Services Administration (SAMHSA) funded budget and oversee program implementation for Project AWARE (Advancing Wellness and Resilience in Education) for the Franklin School District, Preschool-12<sup>th</sup> Grade; 1,200 student population.
- Coordinate Community Management Team, Supervise School Social Workers and School-Family Liaison, create Memorandum of Understandings (MOU) with community partners and stakeholders and maintain the communication at all levels of the grant project.
- Assist in Community level needs assessment, environmental scan, data collection, and comprehensive plan for program implementation.
- Ensure evidenced-based programming and curricula for increasing mental health access for students and increasing culture and climate, including multi-tiered systems of support (MTSS), positive interventions, behaviors, and supports (PBIS).
- Train adults who work with youth in the National Council's Youth Mental Health First Aid (YMHFA).

#### **2012-2015 Franklin School District School Social Worker/Crisis Counselor Franklin, NH**

- Provided supportive counseling, crisis counseling including suicide assessment, family intervention, individual and group counseling.
- Conducted resource and referral to Community Mental Health Center and other pertinent community social services.
- Coordinated reporting of abuse/neglect allegations to Division of Children, Youth, Families (DCYF).
- Active member of PBIS (Positive Intervention Behavior and Supports) Yellow and Red Team at Franklin High School which is a multi-tiered system of support for student needs which focuses on social-emotional learning.
- Served as the Homeless Liaison for SAU #18/Franklin School District, adhering to McKinney-Vento laws.

**2003-2012 Casey Family Services- Clinical Social Worker & Case Manager Franklin, NH**

- Managed intensive caseload of foster, adopted, and reunified youth ages 4-19 to sustain or establish permanency of DCYF and/or DJJS involved families including home-visits and supervised interactions.
- Created individualized service plans, facilitate permanency team meetings for foster youth needing legal permanence, testify in court review hearings regarding client progress.
- Provided various evidenced-based, therapeutic interventions such as TFCBT (Trauma Focused Cognitive Behavioral Therapy).
- Facilitated various psycho-educational groups for students, parents, and kinship/relatives as parents.
- Provided supportive counseling, crisis intervention and stabilization, on-call rotation, and resource and referral for families.

**2003-2004 Casey Family Services Family Support Specialist & Site Director Franklin, NH**

- Designed before, after, and summer school program for K-4 students adhering to 21<sup>st</sup> Century Community Learning Center Grant funding.
- Established "community schools" concept within Franklin schools.
- Supervised staff of 8-10 with a daily youth attendance of 50 children.

**2002-2003 Riverbend Community Mental Health Clinical Case Manager Concord, NH**

- Managed a caseload of 40 adults with severe and persistent mental illness (SPMI).
- Taught activities of daily living (ADL's) and helped to increase independence.
- Completed case documentation and assisted clients with maintaining their various benefits such as SSDI and Medicaid.

**2001-2002 Concord Feminist Health Center Concord, NH**

- Telephone screenings and scheduled appointments for women seeking various gynecological services including first trimester abortions.
- Counseled women before their abortions to explain the procedure and provided birth control options.
- Performed various duties during clinic days including scrubbing and sterilizing medical equipment using an autoclave.

**CERTIFICATIONS:**

- 2010-Present NH Board of Mental Health Licensed Independent Clinical Social Worker (LICSW)
- 2016 Diversity and Cultural Competency Facilitator
- 2015-Present Youth Mental Health First Aid Certified Instructor (YMHFA)
- 2007-2013 American Red Cross First Aid/CPR/AED Certified Instructor

**STATE AND NATIONAL PRESENTATIONS:**

- Sept. 2016 *Diversity and Cultural Competence: Panel Presentation* at the 21<sup>st</sup> Annual Conference on Advancing School Mental Health, San Diego, California.
- May 2016 *Prevention in Schools-Creating a Community-based, multidisciplinary team: Panel Presentation* at the NH Governor's Summit on Substance Misuse, Manchester, New Hampshire.
- May 2009 Produced and Presented *Games, Tools, and Toys; Raising Culturally Competent Children* Workshop for New Hampshire Diversity Conference, Manchester, New Hampshire.

**EDUCATION:**

**2000-2004**

**University of New Hampshire**

**Durham, NH**

- Master of Social Work (MSW), Clinical Concentration
- Field Internship I: Child and Family Services Student Assistance Program (SAP) at Franklin Middle School
- Field Internship II: Casey Family Services Specialized Foster Care Program

**1993-1998**

**Keene State College**

**Keene, NH**

- Bachelor of Art (BA) in Psychology with Art Minor
- Semester Abroad: University of Derby, Derby, England

**AFFILIATIONS/AWARDS:**

- NASW (National Association of Social Workers)
- NHSSWA (New Hampshire School Social Worker Association)
- NH DBHRT (Disaster Behavioral Health Response Team)
- Recipient of the Plymouth State University Social Work Field Instructor of the Year 2011

# JENA VINCENT

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## PROFESSIONAL EXPERIENCE

**Franklin Middle School - SAU 18**

**8/2015-Current**

**200 Sanborn Street, Franklin, NH 03235**

**School Social Worker:** Collaborate with school administration, school guidance team, and teachers to provide enhanced services to youth and their families. Co-facilitate and facilitate evidence based groups for youth. Collaborate with area resources to link youth and families to reduce barriers and enhance success for school, home, and the community. Supervision of clinical interns.

**John H. Sununu Youth Services Center**

**2/2012 – 8/27/2015**

**1056 North River Road, Manchester, NH 03104**

**Psychological Associate I:** Provide clinical counseling for juveniles involved in structured court-ordered programs. Entailed psychological assessments, evaluation and delivery of individual counseling, family therapy, and substance abuse programming. Development of treatment plans, including all family, school counseling and plans, Unit, and community plans. Experienced in Trauma Focused Cognitive Behavioral Therapy. Supervision of clinical Interns.

**Genesis Behavioral Health**

**7/2010 – 10/30/2013**

**111 Church Street, Laconia, NH 03246 (LRGH Medical Office Building Site)**

**Clinical Therapist/Licensed Alcohol & Drug Counselor:** Provide therapeutic counseling and short-term alcohol and drug counseling. Experienced with intake assessments, evaluations, diagnosis and clinical counseling for clients that are self referred as well as involved in court ordered programs and probation. Experienced in various counseling models, including trauma related, cognitive behavioral therapy, person centered therapy, and reality therapy. Supervision of clinical interns.

**SAU # 2 - Inter-Lakes School District**

**6/2007-6/18/2011**

**Inter-Lakes High School, 1 Laker Lane, and 103 Main Street, Meredith, NH 03253**

**Teen Intervene Program Coordinator:** Provide brief substance abuse counseling and program delivery with SAMHSA evidence-based model for youth and reinforce program model for parental involvement. NH Bureau of Drug and Alcohol Services grant funded program. Collaboration with Guidance Department for Freshman programming and school counseling with identified high-risk youth.

**Executive Director:** Develop and oversee program implementation of federal, state, and local grant management, grant writing and fiscal management. Successful grant writing for SAMHSA Drug Free Communities, State of NH Tobacco Prevention & Control Program, and Bureau of Drug and Alcohol Services. Responsible for countywide community substance abuse prevention education programming, information dissemination, resource guide development and reporting. Develop and implementation of prevention education and counseling, youth leadership programming, positive peer and community involvement, school programming, and parent/care-giver programs for the six area high schools and Belknap County residents. Supervision of program staff and youth development program interns and clinical interns.

**Child and Family Services**

**3/1999-7/2007**

**99 Hanover Street, Manchester, NH 03105**

**Integrated Home-Based Program – Family Therapist:** 9/04-7/07: Implement solution focused court ordered home based counseling, addressed individual substance abuse treatment and therapy family needs, goal-orientated services, with accountability to juvenile court system in Belknap County Drug Court. Collaboration with school systems and community networks to reduce barriers to success.

**Child Health Care Program Supervisor:** 5/05-6/07: Managed intake referrals for court ordered visitation program, provided trainings and supervision to staff and interns.

**Lakes Region Board of Directors Community Liaison:** 12/04-6/07: Represent Child and Family Services Lakes Region office and the agency to community organizations and professional partners.

**Family Sponsor Program Coordinator:** Developed and implemented in-home based services for families in need of assistance, developed educational workshops, recruit, train, and supervised volunteers.

**Therapeutic Parenting Group:** Co-counsel therapeutic group, implement parenting techniques and information on substance abuse, domestic violence, and community resources.

**Program Coordinator: After School Programs:** Provide technical and program planning support to after school programs, program grant writing, track grant information, assist sites with sustainability for program management.

**Jobs for New Hampshire Graduates - NH Job Training Council Inc.**

**9/1998-9/2004**

**New Hampshire Community Technical College-Manchester, 100 Middle Street, Manchester, NH 03101**

**Out-of-School Youth Specialist Director; NH Community Technical College: Laconia:** Implement the Jobs for New Hampshire Graduates Drop-out Recovery model to youth ages 16-21. Provide non-traditional educational, career exploration, and counseling services in the college atmosphere. Provide mentoring, linkages to area services, career exploration, and post-secondary educational options. Prepare and assist students for GED exam and transition into post-secondary education/training, military, apprenticeship, and employment. Supervise tutors, bookkeeping for students, and track students via national database for JAG and Department of Education WIA Youth.

**Youth Specialist; Manchester West High School:** Guidance and counseling to identified Juniors and Seniors, exploration of career opportunities and college exploration, in school and family assistance, alternative educational options, community service and work based learning activities. Assisted with school scheduling and college applications. Track students via national database for JAG and Department of Education WIA Youth. **Governor's Summer Youth Program:** Program Supervisors for Girl's Inc. Nashua, and Alverine High School, Hudson, Program Supervisor. Provide technical and support services, track and monitor program curriculum for state and federal standards.

**Greater Laconia Community Services Counsel**

**3/1997-9/1998**

**635 Main Street, Laconia, NH 03246**

**Career Advisor:** Assisted in the developing and implementation of the Career Visions Project with University of New Hampshire, a federally funded project designed to assist students with academic and classroom instruction, community service projects, career internships, and continuing education. Provided educational counseling and school mentoring.

**Additional employment experience unrelated to Human Services field.**

## **EDUCATION**

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**Rivier University, Nashua, NH**

**5/2012**

Certificate of Advanced Study-School Psychology

Graduated with Distinction

**Cambridge College, Cambridge, MA**

**6/2002**

Masters in Education in Counseling Psychology

Deans Scholarship

**Springfield College, Manchester, NH and Springfield, MA**

**7/1998**

Bachelors of Science in Human Services with a concentration in Criminal Justice

**New Hampshire Technical Institute, Concord, NH**

**5/1996**

Associates in Science in Human Services

Phi Theta Kappa

**Extensive trainings related to counseling, prevention and substance abuse education sponsored by SAMHSA and NAADAC and Department of Education**

## **CERTIFICATIONS:**

2/26/2016 **USA Youth Mental Health First Aid Instructor:** A training designed to teach members of the public how to respond to emergency mental health situations and deliver mental health education

10/9/2012 **Certified School Psychologist:** New Hampshire Board of Education Certification that enables various testing after an advanced education in School Psychology

2/1/2012 **Certified UCLA PTSD Trauma Specialist:** A specialized training and study specific to trauma and youth

2/15/2010 **Licensed Alcohol & Drug Counselor:** State of New Hampshire Board of Licensing for Alcohol and Other Drug Use Professionals - ICRC exam and certification

6/25/2009 **Certified Prevention Specialist:** An ICRC exam requiring 2000 hours of Alcohol, Tobacco and Other Drug (ATOD) prevention work experience, 100 hours of prevention specific education with fifty hours ATOD specific education.

Required to receive NH State grants **EXPIRED: Needs to be recertified**

10/6/2008 **Tobacco Treatment Specialist - UMASS Medical School:** A training and treatment program specific to tobacco education and core competencies for providing evidence-based treatment for nicotine dependence

10/18-21/2005 **Global Appraisal of Individual Needs - GAIN:** A structured full bio-psycho-social evaluation that integrates research and clinical assessment to diagnosis individual treatment planning

7/20-21/2005 **Adolescent Community Reinforcement Approach - ACRA:** A treatment model that is specific to reinforcing environmental contingencies for youth and their families regarding substance abuse and prevention tools and positive choices

## **PROFESSIONAL AFFILIATIONS**

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NAADAC - Association for Addiction Professionals

New Hampshire Association of School Psychologists

**REFERENCES WILL BE PROVIDED UPON REQUEST**

# KEY PERSONNEL SHEET

NH Department of Health and Human Services

**Contractor Name:** School Administrative Unit #18, Franklin School District

**Name of Contract:** Student Assistance Program (RFA-2018-BDAS-02-STUDE)

BUDGET PERIOD:		SFY 18		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
TBD	Student Assistance Coordinator	\$55,000	100.00%	\$55,000.00
		\$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
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$55,000.00</b>

BUDGET PERIOD:		SFY 19		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
TBD	Student Assistance Coordinator	\$55,000	100.00%	\$55,000.00
		\$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
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$55,000.00</b>

Subject: Student Assistant Program (RFA-2018-BDAS-02-STUDE-03)

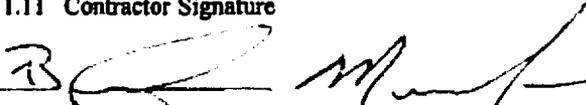
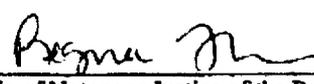
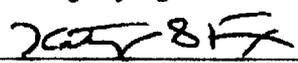
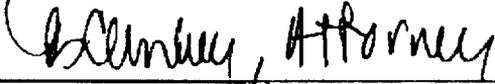
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name School Administrative Unit #30 Laconia School District		1.4 Contractor Address 39 Harvard Street Laconia, NH 03264	
1.5 Contractor Phone Number 603-524-5710	1.6 Account Number 05-95-49-491510- <sup>3395</sup> 2407-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$ 199,990
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Brendan Minnikin, Superintendent	
1.13 Acknowledgement: State of <del>New Hampshire</del> , County of <del>Dakota</del> <p>On July 27, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.</p>			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		REGINA THEBERGE Notary Public My Commission Expires: April 17, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Regina Theberge, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja Stox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Attorney On: 8/8/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Subject: Student Assistant Program (RFA-2018-BDAS-02-STUDE-03)

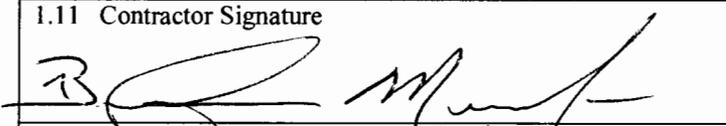
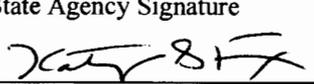
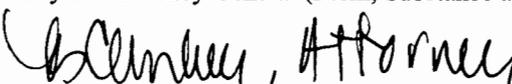
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1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Brendan Minnikin, superintendent	
1.13 Acknowledgement: State of <del>New Hampshire</del> , County of <del>Belknap</del> On <u>July 27, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		REGINA THEBERGE Notary Public My Commission Expires: April 17, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Regina Theberge, Notary			
1.14 State Agency Signature  Date: <u>8/3/17</u>		1.15 Name and Title of State Agency Signatory Katy Stix, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>8/8/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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



## Exhibit A

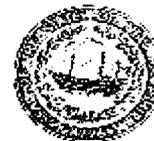
### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall increase the State's existing prevention system including, but not limited to, its resources and capacities to reduce substance abuse and misuse in communities with high need and/or high risk populations of:
  - 1.3.1. Underage drinking among persons aged twelve (12) to twenty (20), and high risk for persons aged twenty-one (21) to twenty-five (25);
  - 1.3.2. Prescription drug misuse and abuse, and illicit opioid misuse and abuse among persons aged twelve (12) to twenty-five (25).
- 1.4. The Contractor shall hire three (3) student assistance program (SAP) counselors, of which:
  - 1.4.1. Two (2) shall work .375 hours per week (0.10 FTE) twelve months of year.
  - 1.4.2. One (1) shall work 37.5 hours per week (1.0 FTE) for 200 days of the year (full school year and fourteen (14) summer days).
- 1.5. The Contractor shall ensure services are available to students in:
  - 1.5.1. Laconia Middle School.
  - 1.5.2. Laconia High School.

#### 2. Scope of Work

- 2.1. The Contractor shall screen individuals referred to the program, using the guidance provided by the Department and an evidenced based screening tool as recommended by NAMI-NH that includes an assessment of the individual, family, substance use issues, and whether a referral to treatment is appropriate. The Contractor shall:
  - 2.1.1. Submit the evidenced based screening tool to be used to the Department for approval within thirty (30) days of the contract effective date.



## Exhibit A

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- 2.1.2. Refer individuals to community treatment providers, as appropriate.
- 2.2. The Contractor shall conduct individual and group sessions, as appropriate, which include but are not limited to:
  - 2.2.1. Conducting individual support sessions, as needed, with the purpose of crisis intervention or to motivate students in participating in groups modeled after Project Success.
  - 2.2.2. Conducting individual sessions as needed to assist students with:
    - 2.2.2.1. Identifying and resisting social and situational pressures to use substances.
    - 2.2.2.2. Correcting misperceptions about the prevalence and acceptability of substance use.
    - 2.2.2.3. Focusing on the personal consequences of substance misuse and abuse.
    - 2.2.2.4. Practicing resistance and coping skills.
    - 2.2.2.5. Identifying barriers to using the newly developed skills or adopting healthy attitudes.
  - 2.2.3. Conduct the Newcomers Group, the Children of Substance Misusing Parents Group and a Seniors Group beginning in year one and expanding new groups in additional years as funding will allow that are modeled after Project Success, which may include, but are not limited to:
    - 2.2.3.1. Alcohol and other Drug Assessment Education Group
    - 2.2.3.2. Sibling Group
    - 2.2.3.3. Non-Users Group
    - 2.2.3.4. Parents, Peers, and Partying Group
    - 2.2.3.5. Users Group
    - 2.2.3.6. Users/Children of Substance Misusing Parents Group
    - 2.2.3.7. Recovery Group.
- 2.3. The Contractor shall administer pre- and post-assessments that measure student attitudes toward drugs and alcohol to determine and monitor the effectiveness of the Student Assistance Program and measure the impact of student groups which include, but are not limited to:
  - 2.3.1. Children of Substance Misusing Parents/Caregivers Group;
  - 2.3.2. Senior Group.
- 2.4. The Contractor shall administer annual surveys, and provide results of the



## Exhibit A

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- surveys, during the period of March through May, which include but are not limited to:
- 2.4.1. The Youth Risk Behavior Survey of all students in grades nine (9) through twelve (12).
  - 2.4.2. The Department provided survey for grades seven (7) through eight (8).
- 2.5. The Contractor shall provide education sessions and/or materials, as approved by the Department, to individuals and or groups, that may include, but are not limited to:
- 2.5.1. Parent/caregiver education regarding prescription drug misuse, underage drinking and binge drinking, within the school and community.
  - 2.5.2. Alcohol and other drug prevention education in middle school or high school, using evidence based curriculum, such as Project Alert, during seventh and ninth grade transitional years that includes, but is not limited to:
    - 2.5.2.1. Adolescent alcohol, tobacco and other drug information.
    - 2.5.2.2. Family Dynamics and pressures.
    - 2.5.2.3. Skills for coping with stress and life pressure.
- 2.6. The Contractor shall conduct a minimum of three (3) school/community centered environmental strategies that broadly reach populations within the school and community and focus on alcohol and other drug prevention messaging, including but not limited to:
- 2.6.1. Initiating health and wellness activities within the school buildings.
  - 2.6.2. Participating in Red Ribbon Week activities.
  - 2.6.3. Brainstorming ideas with student volunteers, which may result in improvements for the school and the community.
- 2.7. The Contractor shall increase school and community awareness of the Student Assistance Program services through media and marketing including but not limited to print media and social media, which may include, but is not limited to Facebook, Twitter and Instagram in partnership with Department identified organizations, including but not limited to the Partnership for a Drug Free NH.
- 2.8. The Contractor shall announce the intentions of the Student Assistance Program in collaboration with community partners that may include, but are not limited to:
- 2.8.1. Faith based organizations.



## Exhibit A

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- 2.8.2. Police Department.
- 2.8.3. Sheriff's Department.
- 2.8.4. Emergency responders.
- 2.9. The Contractor shall evaluate existing school policies on alcohol and other drugs within the first year of the contract and recommend improvements to the existing policies based on best practice and according to recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment
- 2.10. The Contractor shall implement improvements to the alcohol and other drug school policies in Section 2.6 in year two (2) of the contract.
- 2.11. The Contractor shall participate in the Student Assistance Learning Collaborative and other mandatory trainings as identified by the Department.
- 2.12. The Contractor shall allow a team authorized by the Department to meet with staff on a quarterly basis or as needed to conduct a site visit. The Contractor shall:
  - 2.12.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 2.12.2. Ensure the Department is provided with scheduled and unscheduled access to Contractor staff and information that includes but is not limited to:
    - 2.12.2.1. Data
    - 2.12.2.2. Financial records
    - 2.12.2.3. Work sites/locations/work spaces and associated facilities.
- 2.13. The Contractor shall collaborate with the Regional Public Health Network to create a sustainability plan for continuation of the Student Assistance Program beyond the contract end date, which shall be submitted to the Department for approval no later than ninety (90) days prior to the contract end date.
- 2.14. The Contractor shall work with the NH Center for Excellence, as needed, to ensure evidence based interventions or core elements of evidence based interventions (as approved by the Center for Excellence) are being implemented with fidelity.



## Exhibit A

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### 3. Reporting

- 3.1. The Contractor shall input data on a monthly or quarterly basis in an online database, as required by the Department, which shall include, but not be limited to:
  - 3.1.1. Number of students who participated in SAP activities
  - 3.1.2. Demographic of students who participated in SAP activities.
  - 3.1.3. Number of environmental strategies implemented as a result of SAP services
  - 3.1.4. Amount of funds received from other sources for SAP activities and/or programming.
- 3.2. The Contractor shall provide additional reports or data as required by the Department.

### 4. Deliverables

- 4.1. The Contractor shall provide services to a minimum of nine hundred sixty-three (963) students per year.
- 4.2. The Contractor shall submit the evidenced based screening tool described in Section 2.1.1 to the Department no later than thirty (30) days from the contract effective date.
- 4.3. The Contractor shall provide the sustainability plan described in Section 2.13 to the Department for review and approval no later than ninety (90) days prior to the contract completion date.

### 5. Performance Measures

- 5.1. The Contractor shall maintain a 90% response rate of pre- and post-assessments described in Section 2.3.
- 5.2. A minimum of 50% of responders to the post-assessments described in Section 2.3 will have an unfavorable attitude toward drugs and alcohol.
- 5.3. A minimum of 75% of responders to the post-assessments described in Section 2.3 will agree that participation in SAP activities had a positive impact on how to effectively deal with peer pressure.



Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with 100% federal funds available through the Catalogue for Domestic Assistance (CFDA) # 93.243, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Partnership for Success Grant.
2. State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for services provided pursuant to Exhibit A, Scope of Services, shall be at an all-inclusive rate of \$48.00 per hour for a maximum value of \$99,995 per state fiscal year.
4. Payment for said services shall be made monthly as follows:
  - 4.1. The Contractor shall submit an invoice for payment no later than the twentieth (20<sup>th</sup>) working day of each month for the number of hours worked in the previous month.
  - 4.2. Invoices shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services as well as documentation of matching funds as described in Section 7, below.
  - 4.3. Invoices shall be sent to:
 

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



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall



Exhibit C-1

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

- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.**



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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



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

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

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

Contractor Name:

7/27/17  
Date

  
Name: Brendan Minihan  
Title: superintendent



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

7/27/17  
Date

  
Name: Brendan Minihan  
Title: superintendent



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

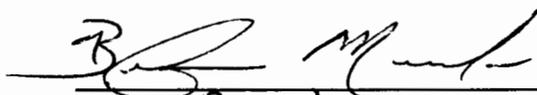
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

7/27/17  
Date

  
Name: Brendan Minnihan  
Title: superintendent



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

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

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

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

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

Exhibit G

Contractor Initials BMV

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

7/27/17

Date

A handwritten signature in black ink, appearing to read "Brendan Minihan".

Name: Brendan Minihan  
Title: superintendent

Exhibit G

Contractor Initials BN

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

7/27/17  
Date

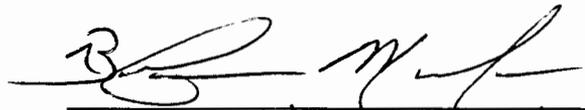
  
Name: Brendan Minnikhan  
Title: superintendent



Exhibit I

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

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

**(1) Definitions.**

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



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

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

Department of Health and Human Services  
The State

[Signature]  
Signature of Authorized Representative

Katja S. Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

8/3/17  
Date

Laconia School District  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

Brendan Minnihan  
Name of Authorized Representative

Superintendent  
Title of Authorized Representative

7/27/17  
Date



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

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

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

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

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

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

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

Contractor Name:

7/27/17  
Date

  
Name: Brendan Minihan  
Title: Superintendent



FORM A

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

1. The DUNS number for your entity is: 1846340950000
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

Name: _____	Amount: _____

# CERTIFICATE OF VOTE

I, Amy N. Hinds, School Board Clerk, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Lalonia School District.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on July 1, 2017:  
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 27 day of July, 2017.  
(Date Contract Signed)

4. Brendan Minahan is the duly elected Superintendent  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Amy N Hinds  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Bellknop

The forgoing instrument was acknowledged before me this 27 day of July, 2017.

By Amy N Hinds  
(Name of Elected Officer of the Agency)

Regina Theberge  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

**REGINA THEBERGE**

Commission Expires: Notary Public  
My Commission Expires:  
April 17, 2018



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<b>Participating Member:</b> Laconia School District SAU #30 39 Harvard Street PO Box 309 Laconia, NH 03246	<b>Member Number:</b> 729	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
--	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2017	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>
			<b>By:</b> <i>Tammy Denver</i>
New Hampshire Department of Health & Human Services 129 Pleasant St. Concord, NH 03301			<b>Date:</b> 7/26/2017    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

### 2016-2017 Laconia School Board Members

**Ward at-large**

**Michael Persson**

*mpersson@laconiaschools.org*  
(mailto:mpersson@laconiaschools.org)

**Ward #1**

**Mal Murray (Vice-Chairperson)**

*mmurray@laconiaschools.org*  
(mailto:mmurray@laconiaschools.org)

**Ward #2**

**Barbara Luther**

*bluther@laconiaschools.org*  
(mailto:bluther@laconiaschools.org)

**Ward #3**

**Aaron Hayward**

*ahayward@laconiaschools.org*  
(mailto:ahayward@laconiaschools.org)

**Ward #4**

**Chris Gullmett**

*cgullmett@laconiaschools.org* (mailto:cgullmett@laconiaschools.org)

**Ward #5**

**Stacie Sirols (Chairperson)**

*ssirols@laconiaschools.org* (mailto:ssirols@laconiaschools.org)

**Ward #6**

**Heather Lounsbury**

*hlounsbury@laconiaschools.org* (mailto:hlounsbury@laconiaschools.org)



POWERED BY

## McKenzie Harrington-Bacote

mbacote@plattsburgh.edu

### Education

Certificate of Advanced Graduate Studies  
Educational Leadership  
Plymouth State University, Plymouth, NH 03264  
Anticipated Completion: 2018

Master of Education  
Plymouth State University, Plymouth NH 03264  
Self-Designed program concentrating in Anthropology

Bachelor of Science Degree in Cultural Anthropology  
James Madison University, Harrisonburg, VA 22807  
Minors: Geology and Religion

### Professional Experience

**Administrator, Office of School Wellness, Laconia School District, Laconia, NH 4/28/14 – Present**

#### **Safe Schools/Healthy Students (SS/HS) Program Director**

- Program Director for SS/HS: \$8.6 million grant awarded by U.S. Substance Abuse and Mental Health Services Administration (SAMHSA) to decrease student exposure to violence, increase positive school culture and climate, increase access to behavioral and mental health services, increase early childhood screening, decrease incidents of suspension and expulsion, and ensure cultural and linguistic competence. Responsibilities: direct, manage, and coordinate the implementation of this new program and all activities under this grant, including fiscal management, staff supervision, data collection, analysis and reporting, and act as a liaison with community partners, NH DOE and other various state agencies and organizations.

#### **Project AWARE Program Director**

- Approximately \$100,000 SAMHSA grant awarded to increase the awareness and ability of youth-serving adults in the Laconia public schools and community to adequately support and help youth who may be experiencing a mental health or substance use challenge or who may be in crisis by providing Youth Mental Health First Aid training. Responsibilities: direct, manage, and coordinate grant activities, including fiscal management, staff supervision, data collection, analysis, and reporting.

#### **School Climate Transformation Grant (SCTG) Program Director**

- Program Director for SCTG: \$1 million grant awarded by U.S. Department of Education's Office of Elementary and Secondary Education's Office of Safe and Healthy Students (OSHS) to build district capacity to provide, improve and expand multi-tiered systems of School-wide Positive Behavioral Interventions and Supports (SWPBIS) to the 2,086 school-age children and adolescents attending Elm, Pleasant and Woodland Elementary Schools, Laconia Middle School, and Laconia High School. Responsibilities: direct, manage, and coordinate the implementation of this new program and all activities under this grant, including fiscal management, staff supervision, data collection, analysis and reporting, and act as a liaison with community partners, NH DOE and other various state agencies and organizations.

#### **McKinney-Vento Sub-grant Program Director**

- Program Director for \$71,010 sub-grant from the NH Department of Education to provide supports to our students and their families who are experiencing homelessness districtwide.

#### **NH FAST Forward 2020 Program Director**

- NH Department of Education was awarded \$12 million grant from SAMHSA. The primary goal of NH Families and Systems Together (FAST) Forward for Children and Youth 2020 is to support the expansion and

sustainability of a state level system of care (SOC) for children, youth, and their families. The resulting infrastructure will expand the array of supports for children/youth with a diagnosable serious emotional disturbance (SED). This grant supports expanded services for Laconia students pre-K through graduation at the PBIS Tier III level.

Education Consultant, NH Department of Education

11/2009 – 4/25/14

Bureau of Special Education, Concord, NH; Responsibilities: direct, manage, and coordinate various projects, grants, and compliance monitoring activities. This requires research, writing, data retrieval and analysis, fiscal oversight and budget development, educational information dissemination, staff supervision, and excellent customer service.

- Project Director, *Safe Schools and Healthy Students State Planning Grant*: \$8.6 million grant awarded by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA) to work with three local school districts and the N.H. Bureau of Behavioral Health to decrease student exposure to violence, increase positive school culture and climate, increase access to behavioral and mental health services, increase early childhood screening, decrease incidents of suspension and expulsion, and ensure cultural and linguistic competence.
- Grant proposal writer of Requests for Proposals (RFPs) and Requests for Applications (RFAs) to US Departments.
- Create and develop RFPs for NHDOE expenditure of state and federal discretionary funding; RFP proposal reviewing; Grant management and fiscal oversight of federal and state grants.
- Project Consultant, *Next Steps NH: College, Career, and Life Readiness*: a \$3.6 million State Performance Development Grant from the US Department of Education.
- Responsible for Governor & Council processes for contract/grant approvals and fund expenditure.
- Oversight of NH district's IDEA/Preschool & ARRA federal grants
- Provide technical assistance and direct support to NH school districts and parents of students with disabilities.
- Represent NHDOE at NH legislative hearings and committee meetings regarding House and Senate bills that affect the education of students with disabilities, including verbal and written testimony and fiscal note development.
- Policy and Data responsibilities: Collect, analyze and interpret data and policies; use data to inform decision making; Develop and submit reports for US Department of Education, Office of Special Education Programs.
- Conduct educational program reviews and evaluations to ensure compliance with federal and state regulations through onsite visits to schools to monitor educational standards and practice, including preparing written reports, recommending approval actions, corrective action plans, and suggesting program improvements.
- Oversight of the *Translation Services* project that provides translated special education and other documents for parents and families in NH whose first language is other than English.
- Liaison for all NH County Departments of Correction, the state prison's Granite State High School, and NH school districts regarding the population of special education students, age 17 – 21, who are incarcerated.
- Oversight and coordination of NHDOE's Indicator 13 ~ *Secondary Transition* efforts for NH's State Performance Plan for Special Education
- Responsible for federal reporting of Indicator 1: Graduation & Indicator 2: Dropout & Indicator 13: Secondary Transition for NH's State Performance Plan for Special Education.

Program Specialist III, NH Department of Education

12/2007-6/2006

Bureau of Special Education, Concord, NH

- Program Coordinator for *Educational Surrogate Parent Program, Technical Assistance Consultants (TAC) Program & IEP Facilitation Program*
- Project Director: *Achievement for Dropout Prevention and Excellence II (APEX II)* and *Achievement for Dropout Prevention and Excellence III (APEX III)* – both were federal grants awarded to the NHDOE from the US Department of Education to support the implementation of PBIS in ten high schools in NH

Adjunct Faculty, Plymouth State University, Plymouth, NH

12/2011 – 8/2012

Science Teacher, Waterville Valley Academy, Waterville Valley, NH

11/2005 – 4/2006

Graduate Assistant, Teaching Fellowship, Plymouth State University, Plymouth, NH

9/2003 – 6/2005

Field Naturalist, Inside the Outdoors, Orange County Dept. of Education, Costa Mesa, CA 2/2003 – 7/2003  
Teacher Assistant, James Madison University, Geology Department, Harrisonburg, VA 8/2000 – 5/2002

### Research Experience

- **Master Thesis: *The Rise of Females in Education and the Labor Force: Transitions in American Culture***
- **Graduate Ethnographic Fieldwork: Italy, Cultural Emersion Program**  
Researched Italian culture via emersion with an Italian family in Amelia, Umbria
- **Graduate Research, PSU Anthropology Department**  
Researched beliefs, rituals, and culture of the Maasai in Kenya and Tanzania
- **Undergraduate Ethnographic Fieldwork, JMU Anthropology Department**  
Researched role of prayer and ritual in local Islamic Community via emersion in local mosque
- **Invertebrate Paleontologist Lab Technician, Virginia Museum of Natural History, NSF Grant,**  
Researched, sorted & identified invertebrate species from samples along the east coast of the United States for documentation of species' numbers and geologic time span for collections' records

### Professional Activities and Memberships

- NHDOE's New Hampshire Comprehensive School Services ESSA Advisory (April 2016 – present)
- Diversity and Cultural Competence Instructor (January 2016)
- Youth Mental Health First Aid Instructor (January 2015)
- NHDOE's Early Learning Workgroup (January 2015 – April 2015)
- Winnepesaukee Public Health Council Member (June 2014 – present)
- Project EXTRA Advisory Committee Member (June 2014 – present)
- Laconia Health and Wellness Academy Committee Member (June 2014 – present)
- Stand Up Laconia Executive Committee Member (2014-present)
- State Management Team, Office of Student Wellness, NHDOE (2014-present)
- NH Children's Behavioral Health Community of Practice (2014-present)
- Leadership Institute Series, NH School Administrators Association (2010)
- Recipient of *Graduate Teaching Fellowship* (2003-2005)
- NH National Guard Scholarship Committee Member
- NH Children's Behavioral Health Collaborative Member
- NH DCYF System of Care Leadership Team Member
- New Hampshire Association of Special Education Administrators (NHASEA)

### Professional Presentations

- NH Governor's Summit on Substance Use ~ Presenter (May 2016)
- 11<sup>th</sup> Annual New England Positive Behavioral Interventions and Supports Forum ~ Presenter (November 2015)
- NAMI NH Mental Health & School Conference ~ Presenter (2013)
- Governor's 3<sup>rd</sup> Annual High School Graduation Summit ~ Panel Presenter
- NHASEA ~ Indicator 13 and Secondary Transition, Educational Surrogate Parent Program, and Summer Academy Presenter
- UNH's Institute on Disability's Transition Series ~ Panel Presenter
- NH Family Support Conference 2012 ~ Panel Presenter
- NH Vocational Rehabilitation Transition Internship ~ Presenter

## Education

- ❖ **Master of Science in Mental Health Counseling, December 2010**
  - New England College, Henniker, NH
- ❖ **Bachelor of Science in Psychology with a concentration in mental health, May 2008**
  - Plymouth State University, Plymouth, NH
- ❖ **Licensure**
  - Licensed Clinical Mental Health Counselor (LCMHC)
  - Master Licensed Alcohol and Drug Counselor (MLADC)

## Experience

- ❖ **Substance Abuse/Student Assistance Counselor, Laconia School District: January 2014 to present**
  - Provide substance abuse treatment within the schools
  - Implement aspects of the Project SUCCESS: Classroom education, prevention groups and school wide awareness activities.
  - Provide support to students in crisis or those impacted by someone else's substance use
- ❖ **Family Therapist, Child and Family Services: Family Counseling Program, May 2014 to present**
  - Provide individual and family counseling for people experiencing mental health or family problems.
  - Address problems such as anxiety, depression, communication, anger management, trauma, and substance abuse.
- ❖ **Substance Abuse Clinician, Child and Family Services: Substance Abuse Treatment Program, March 2011 to present**
  - Provide individual and group counseling to adolescents and adults who are experiencing problems with drug/alcohol use
  - Use the Global Appraisal of Individual Needs (GAIN) to assess clients
  - Use the evidence-based Adolescent Community Reinforcement Approach (ACRA) treatment model
- ❖ **Family Therapist, Child and Family Services: Integrated Home-Based (IHB) Program, August 2012 to November 2012 (per diem)**
  - Completed family assessments, treatment plans, monthly reports, and collaborated with the case worker assigned to each case and worked together with the JPPO/CPSW or other referral sources
  - Provided family counseling, and occasional individual counseling, as needed in each case
  - Attended case specific meetings and appointments to include, but not limited to: court dates, team meetings, IEP meetings, etc.

- ❖ **Direct Support Professional, Independent Services Network, August 2007 to March 2011**
  - Provided direct support for individual's with developmental disabilities
  - Assisted clients with activities of daily living, brought clients out into the community, and helped clients achieve greater independence
  - Participated in developing and implementing client's Individual Service Plans
  
- ❖ **Clinical Intern, Child and Family Services: Adolescent Substance Abuse Treatment Program, September 2009 to June 2010**
  - Provided individual counseling to adolescents who were abusing or dependent on drugs or alcohol
  - Used the Global Appraisal of Individual Needs (GAIN) to assess clients
  - Wrote treatment plans with clients and assisted them in achieving their goals

### **Trainings**

- ❖ **Project SUCCESS program**
- ❖ **Trauma-Focused Cognitive Behavioral Therapy (TF-CBT)**
- ❖ **NAMI NH's Connect Suicide Prevention Program**
- ❖ **Adolescent Community Reinforcement Approach (ACRA)**
- ❖ **Global Appraisal of Individual Needs (GAIN)**

## Janet Brough

**Objective** To obtain Administrative Assistant position

**Employment**      **2015 – present**                      **Laconia School District**                      **Laconia, NH**  
**Training and Marketing Coordinator – Safe Schools/Healthy Students**

- Marketing for Safe Schools/Healthy Students program including press releases, newsletters, flyers
- Extensive computer skills – Microsoft Word, Publisher, One Note, Outlook, Office 365
- Schedule and organize training sessions for staff members including travel plans, if necessary
- Maintain the programs brand and visual identity with respect to its philosophy and programs on the website, social media, and other electronic communications

**2009 – 2015**                      **Laconia School District**                      **Laconia, NH**  
**Administrative Assistant to Superintendent of Schools**

- Administrative Assistant duties including answering telephones, secretarial support to Superintendent of Schools, greeting public
- Extensive computer skills – Microsoft Word, Publisher, One Note, Outlook, Office 365
- Schedule and organize training sessions for staff members including travel plans, if necessary
- Independently manage updates to the school website, including writing and developing new content, creating new web pages and taking/uploading/embedding photos and video
- Maintain the school's brand and visual identity with respect to its philosophy and programs on the website, social media, and other electronic communications
- Attend and/or participate in school events, classes, activities, and programs to seek out compelling news and feature stories, and cultivate positive relationships with the school's faculty, staff, and parents to advance its marketing and enrollment goals
- Manage a weekly electronic newsletter to Laconia School District families that includes news stories, photos, videos, and calendar information
- Competency in independent thinking, strong problem-solving, technical and communications skills, and demonstrated proficiency in writing, editing, video production, social media, and website management.

**1997 – 2009**                      **Laconia School District**                      **Laconia, NH**  
**Administrative Assistant – Woodland Heights Elementary School**

- Performed a variety of office secretarial, bookkeeping and administrative duties which required a broad knowledge of both secretarial and clerical practices and procedures.
- Served as secretary to the school principal and staff. The position required a thorough knowledge of all school functions, procedures, building facilities, and applicable district and school rules, regulations and policies.

- Exercised considerable discretion in the protection and release of confidential information and in the interpretation and administration of policies and procedures within guidelines set by the administrator.
- Responsible for attendance, enrollment and transfer records, ordering school supplies for teaching staff and arrangements for building maintenance and security.

1995 – 1997                      Malone, Lard & Dirubbo P.C.                      Laconia, NH

**Administrative Assistant**

- Administrative assistant duties to support office function
- Secretarial support for 4 accountants
- Extensive computer use including Microsoft Office Suite
- Basic accounting using accounting software

1990 – 1995                      NH Dept. of Health & Human Services                      Laconia, NH

**Case Aide**

- Interviewed clients and determined eligibility for Medicaid
- Data entry and word processing
- Compiled reports for state agency

1988 – 1990                      Multiple DWI Offender Program                      Laconia, NH

**Administrative Assistant**

- Data entry, word processing, compiling statistical reports
- Administrative assistant support including answering telephones, greeting public
- Liaison with District Courts and Department of Corrections

1974 – 1988                      Laconia State School                      Laconia, NH

**Secretary/Account Clerk**

- Basic secretarial skills
- Data entry and word processing
- Payroll and time keeping for staff

**Education**                      1968 - 1972                      Pt. Loma High School                      San Diego, CA

**High School Diploma**

- General Education/College Prep

**Volunteer experience**

Former Secretary and Board Member – Lakes Region Scholarship Foundation  
 Board member and Former Co-Chair – Santa Fund of the Greater Lakes Region  
 Member of Laconia School District Health and Wellness Council and Academy  
 Got Lunch Laconia Volunteer

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

**Contractor Name:** Laconia School District, SAU #30

**Name of Contract:** Student Assistance Program (RFA-2018-BDAS-02-STUDE)

<b>BUDGET PERIOD:</b>		<b>SFY 18</b>		
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
McKenzie Harrington-Bacote	Administrator	\$85,000	10.00%	\$8,500.00
Jessica Conrad	SAP Coordinator	\$50,000	100.00%	\$50,000.00
Janet Brough	Marketing Coordinator	\$40,000	10.00%	\$4,000.00
		\$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>\$62,500.00</b>

<b>BUDGET PERIOD:</b>		<b>SFY 19</b>		
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
McKenzie Harrington-Bacote	Administrator	\$85,000	10.00%	\$8,500.00
Jessica Conrad	SAP Coordinator	\$50,000	100.00%	\$50,000.00
Janet Brough	Marketing Coordinator	\$40,000	10.00%	\$4,000.00
		\$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>\$62,500.00</b>

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

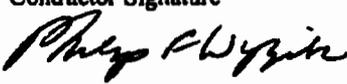
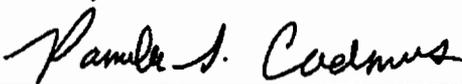
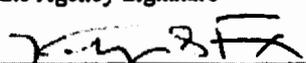
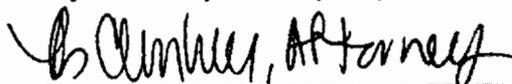
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Family Services		1.4 Contractor Address 64 Maint Street Keene, NH 03431	
1.5 Contractor Phone Number 603-357-4400	1.6 Account Number 05-95-49-491510-2497-102-3395-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$ 68,940
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PHILIP F WYZIK CHIEF EXECUTIVE OFFICER	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>July 25th, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Pamela S. Cadmus Justice of the Peace (comm expires 2/11/17)			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katya S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>8/8/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

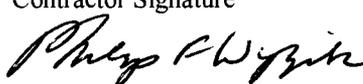
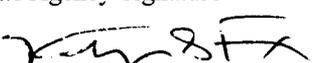
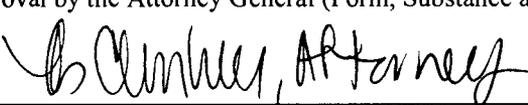
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**AGREEMENT**

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

**GENERAL PROVISIONS**

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1.5 Contractor Phone Number 603-357-4400	1.6 Account Number 05-95-49-491510-2407-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$ 68,940
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PHILIP F WYZIK CHIEF EXECUTIVE OFFICER	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u>  On <u>July 28th, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Pamela S. Cadmus Justice of the Peace (comm expires 2/11/17)			
1.14 State Agency Signature  Date: <u>8/3/17</u>		1.15 Name and Title of State Agency Signatory Katy S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>8/8/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials

Date

06/08/2011

06/08/2011

PFW

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 RFW  
Date JUL 28 2011



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall increase the State's existing prevention system including, but not limited to, its resources and capacities to reduce substance abuse and misuse in communities with high need and/or high risk populations of:
  - 1.3.1. Underage drinking among persons aged twelve (12) to twenty (20), and high risk for persons aged twenty-one (21) to twenty-five (25);
  - 1.3.2. Prescription drug misuse and abuse, and illicit opioid misuse and abuse among persons aged twelve (12) to twenty-five (25).
- 1.4. The Contractor shall hire one full-time student assistance program (SAP) counselor who shall:
  - 1.4.1. Work a minimum of three (3) seven and one half (7.5) hour days week throughout the school year, of which:
    - 1.4.1.1. Two (2) days shall be dedicated to working directly with students.
    - 1.4.1.2. One (1) days shall be dedicated to conducting parent education, community outreach, the New Comers Group, the Children of Substance Misusing Parents Group, and a Seniors Group.
  - 1.4.2. Maintain office hours during the summer months on a flexible schedule, as approved by the Department.
  - 1.4.3. Become a Certified Prevention Specialist no later than twelve (12) months from the contract effective date.
- 1.5. The Contractor shall provide services to students ranging from ages eleven (11) through fifteen (15) at the Keene Middle School, which includes populations from the towns of:
  - 1.5.1. Harrisville.

JUL 28 2018



## Exhibit A

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- 1.5.2. Keene.
- 1.5.3. Marlow.
- 1.5.4. Nelson.
- 1.5.5. Stoddard.
- 1.5.6. Surry.

### 2. Scope of Work

- 2.1. The Contractor shall screen individuals referred to the program, using the guidance provided by the Department and an evidenced based screening tool as recommended by NAMI-NH that includes an assessment of the individual, family, substance use issues, and whether a referral to treatment is appropriate. The Contractor shall:
  - 2.1.1. Submit the evidenced based screening tool to be used to the Department for approval within thirty (30) days of the contract effective date.
  - 2.1.2. Refer individuals to community treatment providers, as appropriate.
- 2.2. The Contractor shall conduct individual and group sessions, as appropriate, which include but are not limited to:
  - 2.2.1. Conducting individual support sessions, as needed, with the purpose of crisis intervention or to motivate students in participating in groups modeled after Project Success.
  - 2.2.2. Conducting individual sessions as needed to assist students with:
    - 2.2.2.1. Identifying and resisting social and situational pressures to use substances.
    - 2.2.2.2. Correcting misperceptions about the prevalence and acceptability of substance use.
    - 2.2.2.3. Focusing on the personal consequences of substance misuse and abuse.
    - 2.2.2.4. Practicing resistance and coping skills.
    - 2.2.2.5. Identifying barriers to using the newly developed skills or adopting healthy attitudes.
  - 2.2.3. Conduct the Newcomers Group, the Children of Substance Misusing Parents Group and a Seniors Group beginning in year one and expanding new groups in additional years as funding will allow that are modeled after Project Success, which may include, but are not limited to:
    - 2.2.3.1. Alcohol and other Drug Assessment Education Group



## Exhibit A

- 2.2.3.2. Sibling Group
  - 2.2.3.3. Non-Users Group
  - 2.2.3.4. Parents, Peers, and Partying Group
  - 2.2.3.5. Users Group
  - 2.2.3.6. Users/Children of Substance Misusing Parents Group
  - 2.2.3.7. Recovery Group.
- 2.3. The Contractor shall administer pre- and post-assessments that measure student attitudes toward drugs and alcohol to determine and monitor the effectiveness of the Student Assistance Program and measure the impact of student groups which include, but are not limited to:
- 2.3.1. Children of Substance Misusing Parents/Caregivers Group;
  - 2.3.2. Senior Group.
- 2.4. The Contractor shall administer annual surveys, and provide results of the surveys, during the period of March through May, which include but are not limited to:
- 2.4.1. The Youth Risk Behavior Survey of all students in grades nine (9) through twelve (12).
  - 2.4.2. The Department provided survey for grades seven (7) through eight (8).
- 2.5. The Contractor shall provide education sessions and/or materials, as approved by the Department, to individuals and or groups, that may include, but are not limited to:
- 2.5.1. Parent/caregiver education regarding prescription drug misuse, underage drinking and binge drinking, within the school and community.
  - 2.5.2. Alcohol and other drug prevention education in middle school or high school, using evidence based curriculum, such as Project Alert, during seventh and ninth grade transitional years that includes, but is not limited to:
    - 2.5.2.1. Adolescent alcohol, tobacco and other drug information.
    - 2.5.2.2. Family Dynamics and pressures.
    - 2.5.2.3. Skills for coping with stress and life pressure.
- 2.6. The Contractor shall conduct a minimum of three (3) school/community centered environmental strategies that broadly reach populations within the school and community and focus on alcohol and other drug prevention messaging, including but not limited to:



## Exhibit A

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- 2.6.1. Initiating health and wellness activities within the school buildings.
- 2.6.2. Participating in Red Ribbon Week activities.
- 2.6.3. Brainstorming ideas with student volunteers, which may result in improvements for the school and the community.
- 2.6.4. Participating in Kick Butts Day.
- 2.7. The Contractor shall increase school and community awareness of the Student Assistance Program services through media and marketing including but not limited to print media and social media, which may include, but is not limited to Facebook and Instagram in partnership with Department identified organizations, including but not limited to the Partnership for a Drug Free NH.
- 2.8. The Contractor shall announce the intentions of the Student Assistance Program in collaboration with community partners in their area which include, but are not limited to:
  - 2.8.1. Faith based organizations.
  - 2.8.2. Police Department.
  - 2.8.3. Sheriff's Department.
  - 2.8.4. Emergency responders.
- 2.9. The Contractor shall evaluate existing school policies on alcohol and other drugs within the first year of the contract and recommend improvements to the existing policies based on best practice and according to recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment
- 2.10. The Contractor shall implement improvements to the alcohol and other drug school policies in Section 2.6 in year two (2) of the contract.
- 2.11. The Contractor shall participate in the Student Assistance Learning Collaborative and other mandatory trainings as identified by the Department.
- 2.12. The Contractor shall allow a team authorized by the Department to meet with staff on a quarterly basis or as needed to conduct a site visit. The Contractor shall:
  - 2.12.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 2.12.2. Ensure the Department is provided with scheduled and unscheduled access to Contractor staff and information that includes but is not limited to:
    - 2.12.2.1. Data



## Exhibit A

- 2.12.2.2. Financial records
- 2.12.2.3. Work sites/locations/work spaces and associated facilities.
- 2.13. The Contractor shall collaborate with the Regional Public Health Network to create a sustainability plan for continuation of the Student Assistance Program beyond the contract end date, which shall be submitted to the Department for approval no later than ninety (90) days prior to the contract end date.
- 2.14. The Contractor shall work with the NH Center for Excellence, as needed, to ensure evidence based interventions or core elements of evidence based interventions (as approved by the Center for Excellence) are being implemented with fidelity.

### 3. Reporting

- 3.1. The Contractor shall input data on a monthly or quarterly basis in an online database, as required by the Department, which shall include, but not be limited to:
  - 3.1.1. Number of students who participated in SAP activities
  - 3.1.2. Demographic of students who participated in SAP activities.
  - 3.1.3. Number of environmental strategies implemented as a result of SAP services
  - 3.1.4. Amount of funds received from other sources for SAP activities and/or programming.
- 3.2. The Contractor shall provide additional reports or data as required by the Department.

### 4. Deliverables

- 4.1. The Contractor shall provide services to a minimum of six hundred fifty-seven (657) students per year.
- 4.2. The Contractor shall submit the evidenced based screening tool described in Section 2.1.1 to the Department no later than thirty (30) days from the contract effective date.
- 4.3. The Contractor shall provide the sustainability plan described in Section 2.13 to the Department for review and approval no later than ninety (90) days prior to the contract completion date.

4.4.

**5. Performance Measures**

- 5.1. The Contractor shall maintain a 90% response rate of pre- and post-assessments described in Section 2.3.
- 5.2. A minimum of 50% of responders to the post-assessments described in Section 2.3 will have an unfavorable attitude toward drugs and alcohol.
- 5.3. A minimum of 75% of responders to the post-assessments described in Section 2.3 will agree that participation in SAP activities had a positive impact on how to effectively deal with peer pressure.

JUL 28 2017



New Hampshire Department of Health and Human Services  
Student Assistance Program (SAP)

Exhibit B

**Method and Conditions Precedent to Payment**

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

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

*PPW*

11/28/2017



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

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

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

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

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



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

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

**DEFINITIONS**

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

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

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

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall

Exhibit C-1 – Revisions to General Provisions

Contractor Initials PKW



Exhibit C-1

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

- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.**



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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



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

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

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

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

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

Contractor Name:

7/28/17  
Date

Phil Wyzel  
Name:  
Title: CEO





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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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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:

7/28/11  
Date

Philip Wyzel  
Name:  
Title: CEO



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

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

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

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

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

Exhibit G

Contractor Initials     PFW    

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

7/23/17  
Date

Philly F W York  
Name:  
Title: CEO

Exhibit G

Contractor Initials PFW

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

7/28/17  
Date

Philip Wyzel  
Name:  
Title: COO



Exhibit I

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

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

**(1) Definitions.**

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

*PKW*  
2014



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

*Katya S Fox*  
 Signature of Authorized Representative

Katya S Fox  
 Name of Authorized Representative

Director  
 Title of Authorized Representative

8/3/17  
 Date

*Ronaldack family Services*  
 Name of the Contractor

*Philip W Wyke*  
 Signature of Authorized Representative

PHILIP WYKE  
 Name of Authorized Representative

CEO  
 Title of Authorized Representative

7/28/17  
 Date



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

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

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

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

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

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

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

Contractor Name:

7/20/12  
Date

Philip W. Wynn  
Name:  
Title: CEO



**FORM A**

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

1. The DUNS number for your entity is: 02-6012230
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

Name: _____	Amount: _____

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK FAMILY SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 05, 1924. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62930



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Monadnock Family Services.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on July 27, 2017:  
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 28<sup>th</sup> day of July, 2017.  
(Date Contract Signed)

4. Philip Wyzik is the duly elected Chief Executive Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Jane E. Larmon  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 28<sup>th</sup> day of July, 2017.

By Jane Larmon.  
(Name of Elected Officer of the Agency)

Ramona S. Cadmus  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 8/11/2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/27/2017

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> Masiello Insurance Agency 69-A Island Street, Suite 1 Keene NH 03431		<b>CONTACT NAME:</b> Donna Croteau, AAI, President <b>PHONE (A/C No. Ext):</b> (603) 283-1834 <b>FAX (A/C No.):</b> (603) 297-6616 <b>E-MAIL ADDRESS:</b> donnac@masiello.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> American States Ins Co - NIF	<b>NAIC #</b> 0207
		<b>INSURER B:</b> Peerless/Liberty Mutual	24198
		<b>INSURER C:</b> General Ins Co of America - NIF	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 17-19 NIF; 17-18 LM                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	01CI68041340	1/23/2017	1/23/2018	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> AI per written contract						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Employees/Volunteers AI						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$
B	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			BA9097814	7/19/2017	7/19/2018	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					Uninsured Motorists - BI \$ 1,000,000
A	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB			01SU41753870	1/23/2017	1/23/2018	AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-FR
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	WC9014927	7/19/2017	7/19/2018	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	<b>Professional Liability</b>			HLP7767493Q	1/23/2017	1/23/2018	Each Occurrence 1,000,000
	Occurrence Form						Aggregate limit 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 All licensed staff, clinicians, except for doctors/psychiatrists are covered under the Monadnock Family Services policies while employed at Monadnock Family Service. This Professional Liability provides Contingent Coverage for Monadnock Family Services for "actions of the doctor/psychiatrist" named in the suit. Primary coverage for the doctor/psychiatrist is not provided however is verified to be elsewhere.

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
slawrence@dhhs.state.nh.us		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
NH DHHS 129 Pleasant Street Concord, NH 03301		AUTHORIZED REPRESENTATIVE  D Croteau, President/ <i>Donna Croteau</i>	

# **Monadnock Family Services, Inc.**

## **Mission, Vision and Values**

### **Mission**

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

### **Vision**

MFS strives for respectful community response to the needs of citizens with mental illness and other behavioral disorders. Individuals and families will have access to support services and opportunities necessary to pursue a life course of their choosing.

### **Values in Action**

- Respect: courteous regard toward all
- Excellence: exceed expectations in all areas of service
- Access: timely and affordable care
- Innovation: pursuit of better care through creativity
- Inclusion: full integration into community life
- Learning: empowerment through knowledge
- Collaboration: achieving goals through alliances
- Independence: freedom to achieve self-determination

*Financial Statements*

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**MONADNOCK FAMILY SERVICES, INC.**

**FOR THE YEARS ENDED  
JUNE 30, 2016 AND 2015  
AND  
INDEPENDENT AUDITORS' REPORT**

*Leone,  
McDonnell  
& Roberts*  
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

**MONADNOCK FAMILY SERVICES, INC.**

**JUNE 30, 2016**

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

## **INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying financial statements of Monadnock Family Services, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2016 and 2015, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2016.

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

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

### **Auditors' Responsibility**

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

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

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

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Family Services, Inc. as of June 30, 2016 and 2015, and its cash flows for the years then ended, and the changes in its nets assets for the year ended June 30, 2016 in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited Monadnock Family Services, Inc.'s June 30, 2015 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 1, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

**Other Matter**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 17 - 19 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Leone, McDonald & Roberts  
Professional Association*

October 21, 2016  
Wolfeboro, New Hampshire

**MONADNOCK FAMILY SERVICES, INC.****STATEMENT OF FINANCIAL POSITION  
AS OF JUNE 30, 2016 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b>ASSETS</b>				
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
<b>CURRENT ASSETS</b>					
Cash and equivalents	\$ 283,965	\$ 76,453	\$ -	\$ 360,418	\$ 587,221
Accounts receivable:					
Client fees	240,806	-	-	240,806	303,453
Medicaid and Medicare	413,369	-	-	413,369	427,009
Insurance	97,164	-	-	97,164	69,783
Other	19,843	-	-	19,843	28,029
Allowance for doubtful accounts	(364,263)	-	-	(364,263)	(397,985)
Prepaid expenses	48,317	-	-	48,317	63,756
Total current assets	<u>739,201</u>	<u>76,453</u>	<u>-</u>	<u>815,654</u>	<u>1,081,266</u>
<b>PROPERTY</b>					
Furniture, fixtures and equipment	485,342	-	-	485,342	458,877
Vehicles	132,658	-	-	132,658	132,658
Building and leasehold improvements	101,883	-	-	101,883	120,171
Total	719,883	-	-	719,883	711,706
Less accumulated depreciation	<u>552,379</u>	<u>-</u>	<u>-</u>	<u>552,379</u>	<u>484,509</u>
Property, net	<u>167,504</u>	<u>-</u>	<u>-</u>	<u>167,504</u>	<u>227,197</u>
<b>OTHER ASSETS</b>					
Due from affiliates	16,661	-	-	16,661	119,198
Interest in net assets of Foundation	<u>361,352</u>	<u>141,272</u>	<u>81,214</u>	<u>583,838</u>	<u>596,504</u>
Total other assets	<u>378,013</u>	<u>141,272</u>	<u>81,214</u>	<u>600,499</u>	<u>715,702</u>
Total assets	<u>\$ 1,284,718</u>	<u>\$ 217,725</u>	<u>\$ 81,214</u>	<u>\$ 1,583,657</u>	<u>\$ 2,024,165</u>
	<b>LIABILITIES AND NET ASSETS</b>				
<b>CURRENT LIABILITIES</b>					
Demand notes payable	\$ 150,000	\$ -	\$ -	\$ 150,000	\$ 100,000
Current portion of capital lease obligations	-	-	-	-	4,771
Accounts payable	97,126	-	-	97,126	140,504
Due to State of New Hampshire	-	-	-	-	17,387
Accrued salaries, wages, and related expenses	303,578	-	-	303,578	507,858
Other current liabilities	<u>46,084</u>	<u>-</u>	<u>-</u>	<u>46,084</u>	<u>35,988</u>
Total current liabilities	<u>596,788</u>	<u>-</u>	<u>-</u>	<u>596,788</u>	<u>806,508</u>
<b>NET ASSETS</b>					
Unrestricted	687,930	-	-	687,930	915,790
Temporarily restricted	-	217,725	-	217,725	220,653
Permanently restricted	-	-	81,214	81,214	81,214
Total net assets	<u>687,930</u>	<u>217,725</u>	<u>81,214</u>	<u>986,869</u>	<u>1,217,657</u>
Total liabilities and net assets	<u>\$ 1,284,718</u>	<u>\$ 217,725</u>	<u>\$ 81,214</u>	<u>\$ 1,583,657</u>	<u>\$ 2,024,165</u>

See Notes to Financial Statements

**MONADNOCK FAMILY SERVICES, INC.**

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2016 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
<b>CHANGES IN NET ASSETS</b>					
<b>Public support and revenue</b>					
Program service fees	\$ 8,003,066	\$ -	\$ -	\$ 8,003,066	\$ 7,826,086
Federal funding	522,943	-	-	522,943	526,219
Donations	257,456	-	-	257,456	252,178
United Way	207,131	-	-	207,131	217,147
Local/County government	155,664	-	-	155,664	189,707
Program sales	108,335	-	-	108,335	111,028
Other public support	129,530	-	-	129,530	86,422
State of New Hampshire	-	-	-	-	-
Rental income	14,060	-	-	14,060	31,287
Net gain (loss) on beneficial interest in Foundation	(9,738)	(2,928)	-	(12,666)	(17,697)
Other income	59,391	-	-	59,391	115,031
<b>Total public support and revenue</b>	<u>9,447,838</u>	<u>(2,928)</u>	<u>-</u>	<u>9,444,910</u>	<u>9,337,408</u>
<b>Expenses</b>					
<b>Program services</b>					
Children & adolescents	2,235,176	-	-	2,235,176	2,233,203
Multi-service team	1,597,202	-	-	1,597,202	1,269,400
Emergency services/assessment	904,507	-	-	904,507	689,208
Other non-BBH	867,052	-	-	867,052	930,292
Older adult services	812,740	-	-	812,740	812,569
Maintenance	708,940	-	-	708,940	1,118,414
ACT team	605,872	-	-	605,872	467,616
Community residence	528,585	-	-	528,585	510,597
Community education & training	143,623	-	-	143,623	152,063
Non-eligibles	139,597	-	-	139,597	204,791
Vocational services	138,485	-	-	138,485	72,850
Restorative partial hospital	39,751	-	-	39,751	144
Supportive living	34,182	-	-	34,182	74,277
<b>Supporting activities</b>					
Administration	919,986	-	-	919,986	732,072
<b>Total expenses</b>	<u>9,675,698</u>	<u>-</u>	<u>-</u>	<u>9,675,698</u>	<u>9,267,496</u>
<b>CHANGES IN NET ASSETS</b>	(227,860)	(2,928)	-	(230,788)	69,912
<b>NET ASSETS - BEGINNING OF YEAR</b>	<u>915,790</u>	<u>220,653</u>	<u>81,214</u>	<u>1,217,657</u>	<u>1,147,745</u>
<b>NET ASSETS - END OF YEAR</b>	<u>\$ 687,930</u>	<u>\$ 217,725</u>	<u>\$ 81,214</u>	<u>\$ 986,869</u>	<u>\$ 1,217,657</u>

See Notes to Financial Statements

**MONADNOCK FAMILY SERVICES, INC.**

**STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED JUNE 30, 2016 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>					
Change in net assets	\$ (227,860)	\$ (2,928)	\$ -	\$ (230,788)	\$ 69,912
Adjustments to reconcile change in net assets to net cash from operating activities:					
Depreciation and amortization	68,739	-	-	68,739	73,660
Change in allowance for doubtful accounts	(33,721)	-	-	(33,721)	(123,208)
Loss on beneficial interest in Foundation	9,738	2,928	-	12,666	17,697
(Increase) decrease in assets:					
Accounts receivable	57,092	-	-	57,092	612,810
Prepaid expenses	15,439	-	-	15,439	(17,554)
Increase (decrease) in liabilities:					
Accounts payable	(43,378)	-	-	(43,378)	37,999
Due to State of New Hampshire	(17,387)	-	-	(17,387)	(225,534)
Accrued salaries, wages, and related expenses	(204,280)	-	-	(204,280)	89,131
Other current liabilities	10,096	-	-	10,096	13,801
<b>NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES</b>	<u>(365,522)</u>	<u>-</u>	<u>-</u>	<u>(365,522)</u>	<u>548,714</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>					
Decrease (increase) in due from affiliate	102,537	-	-	102,537	(53,946)
Additions to property and equipment	<u>(9,047)</u>	<u>-</u>	<u>-</u>	<u>(9,047)</u>	<u>(25,830)</u>
<b>NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES</b>	<u>93,490</u>	<u>-</u>	<u>-</u>	<u>93,490</u>	<u>(79,776)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>					
Net repayment of capital lease obligations	(4,771)	-	-	(4,771)	(20,492)
Net borrowings (repayments) on demand notes payable	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>50,000</u>	<u>(175,000)</u>
<b>NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES</b>	<u>45,229</u>	<u>-</u>	<u>-</u>	<u>45,229</u>	<u>(195,492)</u>
<b>NET (DECREASE) INCREASE IN CASH AND EQUIVALENTS</b>	(226,803)	-	-	(226,803)	273,446
<b>CASH AND EQUIVALENTS - BEGINNING OF YEAR</b>	<u>510,768</u>	<u>76,453</u>	<u>-</u>	<u>587,221</u>	<u>313,775</u>
<b>CASH AND EQUIVALENTS - END OF YEAR</b>	<u>\$ 283,965</u>	<u>\$ 76,453</u>	<u>\$ -</u>	<u>\$ 360,418</u>	<u>\$ 587,221</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>					
Cash paid for interest				<u>\$ 4,528</u>	<u>\$ 6,828</u>

See Notes to Financial Statements

**MONADNOCK FAMILY SERVICES, INC.**

Continued

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Maintenance</u>	<u>Children &amp; Adolescents</u>	<u>Older Adult Services</u>	<u>Emergency Services/ Assessment</u>	<u>Restorative Partial Hospital</u>	<u>Vocational Services</u>
<b>PERSONNEL COSTS</b>						
Salaries and wages	\$ 472,014	\$ 1,402,162	\$ 486,072	\$ 589,869	\$ 25,739	\$ 93,598
Employee benefits	108,794	378,474	106,058	164,301	9,889	24,562
Payroll taxes	34,512	98,901	36,388	42,592	1,805	6,909
<b>PROFESSIONAL FEES</b>						
Substitute staff	6,773	34,072	-	2,976	-	625
Audit fees	3,154	10,348	3,471	3,267	167	650
Legal fees	1,463	6,198	1,612	1,199	76	289
Other professional fees	39	974	-	37	-	8
<b>STAFF DEVELOPMENT AND TRAINING</b>						
Journals and publications	8	494	288	13	-	-
In-Service training	4	210	43	2	-	-
Conferences and conventions	1,437	1,031	581	1,747	418	320
Other staff development	606	1,038	488	584	-	-
<b>OCCUPANCY COSTS</b>						
Rent	44,437	114,723	51,777	55,552	-	3,191
Heating costs	2	122	-	-	-	-
Other utilities	53	273	-	-	-	-
Repairs and maintenance	138	1,810	1,075	165	799	36
Taxes	-	-	-	-	-	-
Other occupancy costs	6,130	21,764	2,716	5,811	-	325
<b>CONSUMABLE SUPPLIES</b>						
Office supplies and equipment	2,355	6,516	6,592	3,104	29	605
Building and household	380	601	1,581	515	-	129
Educational and training	56	185	-	37	-	-
Food	367	9,506	20,018	288	73	169
Medical supplies	768	663	3,348	730	-	153
Other consumable supplies	1,347	2,658	684	1,241	25	253
<b>DEPRECIATION</b>	2,544	8,150	28,922	2,684	123	525
<b>EQUIPMENT RENTAL</b>	1,535	6,994	2,072	1,360	1	276
<b>EQUIPMENT MAINTENANCE</b>	372	1,007	710	378	16	76
<b>ADVERTISING</b>	159	421	135	257	4	33
<b>PRINTING</b>	54	301	28	74	-	16
<b>TELEPHONE</b>	7,029	26,842	10,164	11,071	33	1,722
<b>POSTAGE</b>	396	1,669	551	381	1	62
<b>TRANSPORTATION</b>						
Staff	2,486	65,704	9,034	4,876	187	2,036
Clients	138	144	21,948	-	-	-
<b>ASSISTANCE TO INDIVIDUALS</b>						
Client services	51	5,260	2,393	43	-	1
<b>INSURANCE</b>						
Malpractice and bonding	5,363	12,900	4,062	5,233	151	1,091
Vehicles	-	-	5,439	-	-	-
Comprehensive property and liability	3,980	12,926	4,338	4,097	215	820
<b>MEMBERSHIP DUES</b>	18	24	100	17	-	4
<b>INTEREST EXPENSE</b>	-	-	-	-	-	-
<b>OTHER</b>	(22)	111	52	6	-	1
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b>\$ 708,940</b>	<b>\$ 2,235,176</b>	<b>\$ 812,740</b>	<b>\$ 904,507</b>	<b>\$ 39,751</b>	<b>\$ 138,485</b>

See Notes to Financial Statements

**MONADNOCK FAMILY SERVICES, INC.**

Continued

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Non-Eligibles</u>	<u>Multi-Service Team</u>	<u>ACT Team</u>	<u>Community Residence</u>	<u>Supportive Living</u>	<u>Community Education &amp; Training</u>
<b>PERSONNEL COSTS</b>						
Salaries and wages	\$ 76,048	\$ 951,033	\$ 402,156	\$ 221,374	\$ 10,529	\$ 92,649
Employee benefits	31,259	267,069	96,353	58,423	3,168	17,396
Payroll taxes	5,431	70,449	28,161	16,329	752	7,058
<b>PROFESSIONAL FEES</b>						
Substitute staff	-	10,337	20	165,338	-	-
Audit fees	533	8,013	2,177	1,244	116	559
Legal fees	165	4,295	1,077	1,017	27	154
Other professional fees	-	119	-	6	-	-
<b>STAFF DEVELOPMENT AND TRAINING</b>						
Journals and publications	-	58	-	-	-	-
In-Service training	1	355	4	4	-	-
Conferences and conventions	452	9,333	2,156	39	140	425
Other staff development	441	1,583	4	-	-	-
<b>OCCUPANCY COSTS</b>						
Rent	14,497	106,182	28,785	6,811	16,515	5,181
Heating costs	77	17	-	-	-	-
Other utilities	12	17	-	-	-	-
Repairs and maintenance	15	514	106	1,073	-	464
Taxes	-	-	-	-	-	-
Other occupancy costs	1,505	11,909	2,845	47	-	773
<b>CONSUMABLE SUPPLIES</b>						
Office supplies and equipment	381	8,715	1,611	1,199	23	389
Building and household	52	1,289	496	5,531	-	16
Educational and training	278	314	-	-	-	1,894
Food	61	2,874	486	28,975	-	6
Medical supplies	-	2,481	346	476	-	-
Other consumable supplies	86	5,976	367	368	17	1,366
<b>DEPRECIATION</b>	426	6,573	1,779	4,161	82	410
<b>EQUIPMENT RENTAL</b>	473	4,194	840	21	-	219
<b>EQUIPMENT MAINTENANCE</b>	51	976	390	129	11	53
<b>ADVERTISING</b>	455	756	110	364	4	47
<b>PRINTING</b>	252	301	47	1	-	147
<b>TELEPHONE</b>	3,304	25,858	7,901	7,947	1,566	2,312
<b>POSTAGE</b>	88	866	216	34	5	299
<b>TRANSPORTATION</b>						
Staff	1,606	43,178	9,747	1,133	351	972
Clients	-	117	750	1,450	-	-
<b>ASSISTANCE TO INDIVIDUALS</b>						
Client services	8	23,975	12,282	301	661	105
<b>INSURANCE</b>						
Malpractice and bonding	407	14,790	1,807	1,416	84	447
Vehicles	-	-	-	1,813	-	-
Comprehensive property and liability	648	10,059	2,712	1,556	131	678
<b>MEMBERSHIP DUES</b>	585	202	138	5	-	1,644
<b>INTEREST EXPENSE</b>	-	-	-	-	-	-
<b>OTHER</b>	-	2,425	3	-	-	7,960
<b>TOTAL FUNCTIONAL EXPENSES</b>	<u>\$ 139,597</u>	<u>\$ 1,597,202</u>	<u>\$ 605,872</u>	<u>\$ 528,585</u>	<u>\$ 34,182</u>	<u>\$ 143,623</u>

See Notes to Financial Statements

**MONADNOCK FAMILY SERVICES, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Other Non-BBH</u>	<u>Total Programs</u>	<u>Administration</u>	<u>2016 Totals</u>	<u>2015 Totals</u>
<b>PERSONNEL COSTS</b>					
Salaries and wages	\$ 448,500	\$ 5,271,743	\$ 533,128	\$ 5,804,871	\$ 5,551,705
Employee benefits	158,396	1,424,142	83,734	1,507,876	1,460,708
Payroll taxes	32,242	381,529	37,729	419,258	393,681
<b>PROFESSIONAL FEES</b>					
Substitute staff	650	220,791	9,365	230,156	254,741
Audit fees	3,012	36,711	689	37,400	36,699
Legal fees	856	18,428	20,890	39,318	17,724
Other professional fees	21,994	23,177	41,094	64,271	47,466
<b>STAFF DEVELOPMENT AND TRAINING</b>					
Journals and publications	132	993	550	1,543	2,240
In-Service training	-	623	40	663	35
Conferences and conventions	1,328	19,407	5	19,412	7,830
Other staff development	75	4,819	1,040	5,859	11,632
<b>OCCUPANCY COSTS</b>					
Rent	55,651	503,302	89,541	592,843	516,688
Heating costs	-	218	-	218	1,585
Other utilities	-	355	-	355	1,096
Repairs and maintenance	235	6,430	165	6,595	5,228
Taxes	-	-	-	-	-
Other occupancy costs	4,864	58,689	17,540	76,229	75,491
<b>CONSUMABLE SUPPLIES</b>					
Office supplies and equipment	7,883	39,402	6,862	46,264	54,695
Building and household	1,008	11,598	909	12,507	12,141
Educational and training	4,000	6,764	-	6,764	185
Food	1,190	64,013	177	64,190	58,522
Medical supplies	4	8,969	2	8,971	7,653
Other consumable supplies	19,749	34,137	577	34,714	35,821
<b>DEPRECIATION</b>					
	9,791	66,170	2,569	68,739	73,660
<b>EQUIPMENT RENTAL</b>					
	1,115	19,100	3,140	22,240	20,946
<b>EQUIPMENT MAINTENANCE</b>					
	24,864	29,033	200	29,233	30,026
<b>ADVERTISING</b>					
	6,568	9,313	21,475	30,788	35,046
<b>PRINTING</b>					
	5,670	6,891	1,113	8,004	7,485
<b>TELEPHONE</b>					
	12,851	118,600	8,614	127,214	124,231
<b>POSTAGE</b>					
	7,685	12,253	3,070	15,323	14,449
<b>TRANSPORTATION</b>					
Staff	3,769	145,079	5,214	150,293	166,803
Clients	-	24,547	-	24,547	35,203
<b>ASSISTANCE TO INDIVIDUALS</b>					
Client services	375	45,455	281	45,736	62,141
<b>INSURANCE</b>					
Malpractice and bonding	2,492	50,243	1,740	51,983	39,006
Vehicles	-	7,252	-	7,252	7,063
Comprehensive property and liability	4,372	46,532	2,356	48,888	64,385
<b>MEMBERSHIP DUES</b>					
	1,652	4,389	1,274	5,663	4,206
<b>INTEREST EXPENSE</b>					
	-	-	7,066	7,066	8,928
<b>OTHER</b>					
	24,079	34,615	17,837	52,452	20,352
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b>\$ 867,052</b>	<b>\$ 8,755,712</b>	<b>\$ 919,986</b>	<b>\$ 9,675,698</b>	<b>\$ 9,267,496</b>

See Notes to Financial Statements

**MONADNOCK FAMILY SERVICES, INC.**

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

**1. ORGANIZATION OF THE CORPORATION**

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

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

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Accounting**

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

**Basis of Presentation**

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

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

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

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

As of June 30, 2016 and 2015, the Organization had unrestricted, temporarily restricted and permanently restricted net assets.

**Accounting Estimates**

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

### **Contributions**

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

### **Cash Equivalents**

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

### **Property and Depreciation**

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

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

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

Depreciation expense was \$68,740 and \$73,660 for the years ended June 30, 2016 and 2015, respectively.

### **Accrued Earned Time**

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

### **Refundable Advances**

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

### **Revenue**

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

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

### **Advertising**

The Organization expenses advertising costs as incurred.

### **Summarized Financial Information**

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2015, from which the summarized information was derived.

### **Functional Allocation of Expenses**

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

### **Fair Value of Financial Instruments**

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

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

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

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

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

### **Income Taxes**

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

Management has evaluated the Organization's tax positions and concluded that the Organization has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2012.

### **3. INTEREST IN NET ASSETS OF FOUNDATION**

The Organization is the sole beneficiary of assets held by Monadnock Regional Foundation for Family Services, Inc. The Organization and the Foundation are considered financially interrelated Organizations under FASB ASC Topic No. 958-605, *Not-for-Profit Entities - Transfers of Assets to a Nonprofit Organization or Charitable Trust That Raises or Holds Contributions for Others*. The fair value of the Foundation's assets, which approximates the present value of future benefits expected to be received, was \$599,557 and \$633,841 at June 30, 2016 and 2015, respectively. The cost basis of the Foundation's assets was \$591,487 and \$612,213 at June 30, 2016 and 2015, respectively.

### **4. DEMAND NOTES PAYABLE**

The Organization maintains the following demand notes payable:

Demand note payable with a bank, subject to bank renewal on June 30, 2016. The maximum amount available at June 30, 2016 and 2015 was \$250,000. At June 30, 2016 and 2015 the interest rate was stated at 4.25 and 4%, respectively. The note is renewable annually, collateralized by all the business assets of the Organization and guaranteed by a related nonprofit organization (see Note 11). There was no balance outstanding at June 30, 2016 and 2015.

During the year ended June 30, 2016, the Organization entered into a demand note payable with a bank that expires in February of 2017. The maximum amount available at June 30, 2016 was \$150,000. At June 30, 2016 the interest rate was 5%. The note is collateralized by all the business assets of the Organization, real estate and assignment of leases and rents owned by Monadnock Community Service Center, Inc. (a related party, see Note 11) and is guaranteed by Monadnock Community Service Center, Inc. (a related party, see Note 11). There was no balance outstanding at June 30, 2016.

During January 2013, the Organization entered into a demand note payable agreement with Monadnock Regional Foundation for Family Services, Inc. (a related party, see Note 11). The interest rate is stated at 2.1%. At June 30, 2016 and 2015 amounts outstanding under the demand note payable were \$150,000 and \$100,000, respectively.

For the years ended June 30, 2016 and 2015, interest expense under the demand notes payable was \$7,066 and \$8,927, respectively.

**5. RESTRICTIONS ON NET ASSETS**

The temporarily restricted net assets consist of a contribution received by the Organization that had not been spent for the specified purpose of the donor as of June 30, 2016 and 2015. The permanently restricted net assets consist of a beneficial interest in a Foundation.

**6. RETIREMENT PLAN**

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to approximately 15% of gross wages. All full-time employees are eligible to participate when hired, and are eligible to receive employer contributions after one year of employment. The Organization's discretionary contributions to the plan for the years ended June 30, 2016 and 2015 were \$24,301 and \$42,032, respectively.

**7. CONCENTRATION OF RISK**

For the years ended June 30, 2016 and 2015 approximately 75% and 76% respectively, of the total revenue was derived from Medicaid. The future existence of the Organization, in its current form, is dependent upon continued support from Medicaid.

Medicaid receivables comprise approximately 62% and 52% of the total accounts receivable balances at June 30, 2016 and 2015, respectively. The Organization has no policy for charging interest on past due accounts, nor are its accounts receivable pledged as collateral, except as discussed in Note 4.

**8. OPERATING LEASE OBLIGATIONS**

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from 36 to 63 months. Rent expense under these agreements aggregated \$615,082 and \$537,632 for the years ended June 30, 2016 and 2015, respectively.

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

<u>Year Ending</u> <u>June 30</u>	<u>Amount</u>
2017	\$ 18,138
2018	17,628
2019	12,372
2020	1,860
2021	<u>930</u>
Total	<u>\$ 50,928</u>

See to Note 11 for information regarding a lease agreement with a related party.

**9. CAPITAL LEASE OBLIGATIONS**

The Organization had entered into capital lease agreements for computer software and computer equipment. The economic substance of the leases was that the Organization was financing the acquisition of the equipment through the leases. These capital leases had interest rates between 6.24% and 8.83%. These capital leases were due in monthly installments aggregating \$3,835 in June 2015 and had maturity dates ranging from September 2014 through January 2016. These capital leases were repaid in full during the year ended June 30, 2016.

At June 30, 2016 and 2015 the Organization had gross capitalized costs of capital leases of \$152,583 and \$152,583, respectively, and accumulated depreciation of \$116,206 and \$85,803, respectively.

**10. MEDICAID CONTINGENCY PAYMENTS**

During April 2013 the State of New Hampshire implemented a change in the entity that processes Medicaid payments for the State. During this transition the new service provider was initially unable to consistently reimburse service providers due to various issues. In order to aid the cash flow of service providers during the transition, the State of New Hampshire began disbursing cash in advance of service billings. After the initial disbursements to service providers the State of New Hampshire began reducing payments for billed services to the service providers by a portion of the advance payments. However, shortly thereafter, the State of New Hampshire stopped its policy of reducing payments for billed services and stopped their recoupment of advance payments. During February of 2015 the State of New Hampshire resumed recoupment of advance payments. At June 30, 2015 \$17,387 was due to the State of New Hampshire. The balance was repaid in full during the year ended June 30, 2016.

**11. RELATED PARTY TRANSACTIONS**

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

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

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

**Due from Affiliate**

At June 30, 2016 and 2015, the Organization had a receivable due from Monadnock Regional Foundation for Family Services, Inc. in the amount of \$11,328 and \$32,906, respectively. At June 30, 2016 and 2015, the Organization had a receivable due from Monadnock Community Service Center, Inc. in the amount of \$5,333 and \$86,292, respectively. There are no specific terms of repayment and no stated interest.

### **Rental Expense**

The Organization leases office space from Monadnock Community Service Center, Inc. under the terms of tenant at will agreements. Monadnock Family Services, Inc. has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was \$556,500 and \$460,980 for the years ended June 30, 2016 and 2015, respectively.

### **Management Fee**

The Organization charges Monadnock Community Service Center, Inc. for administrative expenses incurred on its behalf. Management fee revenue aggregated \$71,375 and \$70,355 for the years ended June 30, 2016 and 2015, respectively.

### **Guarantee**

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

### **Demand Notes Payable**

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

During January 2013, the Organization entered into a demand note payable agreement with Monadnock Regional Foundation for Family Services, Inc. (see Note 4). At June 30, 2016 and 2015 \$150,000 and \$100,000, respectively was outstanding under the demand note payable. Interest expense under the demand note payable was \$2,538 and \$2,100 for the years ended June 30, 2016 and 2015, respectively.

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

### **Co-obligation**

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

## **12. CONTINGENCIES**

### **Grant Compliance**

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2016.

**13. CONCENTRATION OF CREDIT RISK**

The Organization maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2016 and 2015. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2016 and 2015, cash balances in excess of FDIC coverage aggregated \$116,145 and \$299,154, respectively.

**14. RECLASSIFICATIONS**

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

**15. SUBSEQUENT EVENTS**

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial October 21, 2016, the date when the financial statements were available to be issued.

**MONADNOCK FAMILY SERVICES, INC.**

Continued

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Maintenance</u>	<u>Children &amp; Adolescents</u>	<u>Older Adult Services</u>	<u>Emergency Services/ Assessment</u>	<u>Restorative Partial Hospital</u>	<u>Vocational Services</u>
<b>Program fees:</b>						
Net client fees	\$ 29,884	\$ 21,855	\$ 182,667	\$ 15,727	\$ 494	\$ (684)
Medicaid	396,654	2,718,173	466,089	220,472	40,748	96,644
Medicare	177,717	1,459	1,769	11,346	-	1,689
Other Insurance	89,605	95,077	6,508	92,424	-	570
Other program fees	-	25	-	-	-	-
<b>Program Sales:</b>						
Service and Production	-	12,620	-	440	-	-
<b>Public Support:</b>						
United Way	-	13,500	31,250	78,148	-	-
Local/County Government	-	21,754	-	125,910	-	-
Donations	12,061	24,361	71,522	-	-	4,000
Other public support	-	-	4,030	-	-	-
State of New Hampshire - BDAS	-	-	-	-	-	-
<b>Federal Funding:</b>						
Other Federal Grants	-	-	16,834	-	-	-
PATH	-	-	-	37,000	-	-
Bureau of Behavioral Health	-	-	-	132,590	-	-
<b>Rental Income</b>	-	-	744	-	-	-
<b>Net (loss) gain on beneficial interest in Foundation</b>	-	-	-	-	-	-
<b>Other</b>	<u>151</u>	<u>971</u>	<u>748</u>	<u>28</u>	<u>-</u>	<u>-</u>
<b>TOTAL FUNCTIONAL REVENUES</b>	<u>\$ 706,072</u>	<u>\$ 2,909,795</u>	<u>\$ 782,161</u>	<u>\$ 714,085</u>	<u>\$ 41,242</u>	<u>\$ 102,219</u>

See Notes to Financial Statements

**MONADNOCK FAMILY SERVICES, INC.**

Continued

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Non-Eligibles</u>	<u>Multi-Service Team</u>	<u>ACT Team</u>	<u>Community Residence</u>	<u>Supportive Living</u>	<u>Community Education &amp; Training</u>
<b>Program fees:</b>						
Net client fees	\$ 13,990	\$ 33,682	\$ 21,627	\$ 742	\$ (4,403)	\$ (66)
Medicaid	29,964	1,873,815	563,824	700,579	13,357	-
Medicare	425	28,564	11,868	1,355	-	-
Other Insurance	27,890	(16,355)	1,151	407	3,314	-
Other program fees	-	2,240	-	28,184	-	-
<b>Program Sales:</b>						
Service and Production	-	7,000	-	-	-	13,250
<b>Public Support:</b>						
United Way	27,025	-	-	-	-	25,208
Local/County Government	8,000	-	-	-	-	-
Donations	-	1,943	-	-	-	1,610
Other public support	-	900	-	-	2,930	106,296
State of New Hampshire - BDAS	-	-	-	-	-	-
<b>Federal Funding:</b>						
Other Federal Grants	-	-	-	-	-	-
PATH	-	-	-	-	-	-
Bureau of Behavioral Health	-	28,099	225,000	-	-	-
Rental Income	-	-	-	2,900	10,416	-
<b>Net (loss) gain on beneficial interest in Foundation</b>	-	-	-	-	-	-
<b>Other</b>	<u>14</u>	<u>3,015</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>316</u>
<b>TOTAL FUNCTIONAL REVENUES</b>	<u>\$ 107,308</u>	<u>\$ 1,962,903</u>	<u>\$ 823,470</u>	<u>\$ 734,167</u>	<u>\$ 25,614</u>	<u>\$ 146,614</u>

See Notes to Financial Statements

**MONADNOCK FAMILY SERVICES, INC.**

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Other Non-BBH</u>	<u>Total Programs</u>	<u>Administration</u>	<u>2016 Totals</u>	<u>2015 Totals</u>
<b>Program fees:</b>					
Net client fees	\$ -	\$ 315,515	\$ -	\$ 315,515	\$ 306,052
Medicaid	-	7,120,319	-	7,120,319	7,064,373
Medicare	-	236,192	-	236,192	158,760
Other Insurance	-	300,591	-	300,591	263,088
Other program fees	-	30,449	-	30,449	33,813
<b>Program Sales:</b>					
Service and Production	-	33,310	75,025	108,335	111,028
<b>Public Support:</b>					
United Way	32,000	207,131	-	207,131	217,147
Local/County Government	-	155,664	-	155,664	189,707
Donations	141,809	257,306	150	257,456	252,178
Other public support	-	114,156	15,374	129,530	86,422
State of New Hampshire - BDAS	-	-	-	-	0
<b>Federal Funding:</b>					
Other Federal Grants	79,984	96,818	-	96,818	95,066
PATH	-	37,000	-	37,000	37,001
Bureau of Behavioral Health	-	385,689	3,436	389,125	394,152
Rental Income	-	14,060	-	14,060	31,287
<b>Net (loss) gain on beneficial interest</b>					
in Foundation	-	-	(12,666)	(12,666)	(17,697)
Other	<u>(161)</u>	<u>5,082</u>	<u>54,309</u>	<u>59,391</u>	<u>115,031</u>
<b>TOTAL FUNCTIONAL REVENUES</b>	<b><u>\$ 253,632</u></b>	<b><u>\$ 9,309,282</u></b>	<b><u>\$ 135,628</u></b>	<b><u>\$ 9,444,910</u></b>	<b><u>\$ 9,337,408</u></b>

See Notes to Financial Statements

**Monadnock Family Services**  
**Board of Directors**  
2016 / 2017

**CHAIR**

**Jane Larmon**

**VICE CHAIR**

**Mike Chelstowski**

**TREASURER**

**John Round**

**SECRETARY**

**Dr. Robert Englund**

**ASST SECRETARY**

**Sharon Price Stout**

**Diane Croteau**

**Susan Doyle**

**JoAnn Fenton**

**Ann Heffernon**

**Jean Kilham**

**Molly Lane**

**Steve McGreal**

**Lucy Shonk**

**Winston Sims**

**Andrew Weglinski**

**Louise Zerba**

## ANNELIES SPYKMAN

### EDUCATION:

Smith College School for Social Work, Northampton, MA June 2015-Present  
Anticipated MSW completion, August 2017

Keene State College, Keene, NH May 2009  
Bachelor of Arts in Sociology GPA: 3.8-Dean's List  
Minor: Spanish

### INTERNSHIP EXPERIENCE:

**Agency:** Clinical and Support Options 30 hours/week Sept 2016-Present  
Greenfield, MA

**Title:** Clinical Social Work Intern

**Supervisor:** Laura Davis, LICSW

**Primary Responsibilities:** Full range out outpatient clinical mental health services including full diagnostic psychosocial assessments, psychotherapy, and case coordination. Caseload consists of adults and adolescents with a variety of mental health and substance abuse concerns.

**Agency:** Brattleboro Retreat, Birches 30 hours/week Sept 2015 - April 2016  
Brattleboro, VT

**Title:** Social Work Intern

**Supervisor:** Abigail Warren, LICSW

**Primary Responsibilities:** Conduct group and individual therapy with adults with dual diagnoses (substance abuse and/or mental health issues) in a partial hospitalization and intensive outpatient setting. Job responsibilities include full psychosocial assessment and diagnosis, individual and group therapy, individual treatment planning, collateral contact, aftercare and discharge planning.

### HUMAN SERVICES WORK EXPERIENCE

**Agency:** Monadnock Family Services 12 hours/week Oct 2016-present  
Keene, NH

**Title:** Student Assistance Program (SAP) Intervention Specialist at Keene Middle School

**Supervisor:** George Piers, LICSW, Director of Children's Services

**Primary Responsibilities:** Conduct school-wide substance abuse prevention campaigns. Coordinate and implement substance abuse prevention messaging through morning broadcasts and the monthly parent newsletter. Facilitate intervention groups for students who have been identified as at risk. Facilitate peer prevention groups. Meet with students individually as part of a corrective action plan once they have been found with substances on school property. Meet

with students who are self-referred or referred by the school based on family or social situations that put them at risk for experimentation or exposure to substances.

**Agency:** Monadnock Family Services                      17.5 hours/week              June 2015-Oct 2016  
Keene, NH    35 hours/week November 2013-June 2015

**Title:** Clinical Supports Services Coordinator; Family Intervention Team Program Coordinator  
**Supervisor:** George Piers, LISCW, Director of Children’s Services  
**Primary Responsibilities:** Provide guidance and oversight of the children’s case managers and Family Intervention Team case managers for the agency through monitoring of clinical documentation; providing regular, individual clinical supervision; facilitating weekly trainings and group supervision; monitoring productivity expectations; and implementing corrective actions when necessary. Administrative expectations include participation in the Children’s Leadership Team—discussing personnel issues and direction for the team with all management; participation in the Children’s Disposition meeting—assigning therapists and case managers to new cases as they come into the agency through intake; participation in weekly Children’s Team Meeting with all staff. This position has the responsibility to hire case managers, and terminate as necessary.

**Agency:** Monadnock Family Services                      35 hours/week                      May 2011-June 2015  
Keene, NH

**Title:** Mental Health Case Manager  
**Supervisor:** Katherine Cook, Chief Operating Officer  
**Primary Responsibilities:** Coordinate a wide variety of therapeutic, educational, basic supports and integrative services to adults and children with psychiatric diagnoses to ensure they receive the services and assistance required for successful maintenance in the least restrictive environment and for continuity of care. Services are provided in home and in the community. CANS (Child and Adolescent Needs Assessment) and ANSA (Adult Needs and Strengths Assessment) certified.

**Agency:** Monadnock Family Services                      35 hours/week                      November 2009-June 2015  
Keene, NH

**Title:** Family Intervention Specialist  
**Supervisor:** Katherine Cook, Chief Operating Officer  
**Primary Responsibilities:** Provide in-home interventions to families at risk of abuse or neglect, offering parenting strategies and community resources, and connection to mental or developmental health as needed. Work closely with clinicians and the Division of Children, Youth and Families to ensure family safety and success. Provide ongoing group parenting classes in the community and in the Cheshire County Jail, utilizing the *Nurturing Parenting* curriculum. Certified *Guiding Good Choices* and *Nurturing Parenting* program facilitator.



**Primary Responsibilities:** Created new recipes and maintained daily inventory of breads and pastries. Specialized in gluten free recipe creation.

**Program:** Early Sprouts Preschool Nutrition Program April-June 2009  
Keene, NH

**Title:** Recipe Developer

**Supervisor:** Karrie Kalich, Program Coordinator

**Primary Responsibilities:** Worked independently to create recipes to add to a multi ethnic nutrition curriculum for preschoolers, working with six target vegetables and four target geographical regions.

**Business:** Ouest Restaurant 40+ Hours/week October 2003-September 2004  
New York, NY

**Title:** Line Cook

**Supervisor:** Chad Greer; Head Chef

**Primary Responsibilities:** Preparation for dinner service in a fast paced environment with quality food expectations. Coordination and communication with other team members.

**Business:** Offshore Ale, Co. 40+ Hours/week January-October 2003  
Oak Bluffs, MA

**Title:** Director of Daytime Operations

**Supervisor:** Robert Skydell; Owner

**Primary Responsibilities:** Daily inventory and ordering of restaurant ingredients and supplies. Independent work preparing the restaurant for nighttime dinner service.

**Business:** Margarita's Mexican Restaurant 40+ hours/week March 2001-December 2003  
Keene, NH

**Title:** Line Cook; Prep Cook

**Supervisor:** Jay Comstock; General Manager

**Primary Responsibilities:** Inventory and preparation for nighttime dinner service. Fast paced dinner preparation, working with a team to ensure coordination of meals.

**Business:** Mocha Mott's 40+ hours/week 1996- October 2003  
Oak Bluffs, MA September 2004-December 2005

**Title:** Barista; Baker

**Supervisor:** Meredith Gallo; Owner

**Primary Responsibilities:** Coffee service in a fast paced environment. Coordination and communication with team to ensure business ran smoothly.

#### **ACADEMIC AWARDS:**

Outstanding Women of New Hampshire - Keene State Student Award  
2009

Honors women who contribute to the support and advancement of women, and recognizes those who have made outstanding contributions to the campus, the community, and the State of New Hampshire. Nominated for this award based on advocacy work with young mothers in the Monadnock Region, and for independent study and volunteering with rural women's crisis center in Nicaragua.

Keene State College Undergraduate Research Grant  
2008

To research and establish a mentoring and education program for young mothers in the Keene, NH region.

Keene State College President's Writing Award  
2006

For essay "Humanizing Poverty: A Personal Journey in Southern Africa." Given to a freshman showing promise in writing.

**ACADEMIC PRESENTATIONS:**

Northeastern Sociological Association Spring Conference 2009  
Presented on a panel of students who had studied and worked in Latin America

Keene State College Academic Excellence Conference 2009  
*Living Bilingual: Education in New England*

KSC Academic Excellence Conference 2008  
*Representations of Motherhood in Four Decades of Our Bodies, Ourselves*

KSC Academic Excellence Conference 2008  
*From Ideas to Reality: Creating Local Programs That Work*

KSC Academic Excellence Conference 2007  
Humanizing Poverty: Faces From Southern Africa

**ACADEMIC TRAVEL STUDY**

Martin Centeno Cooperativo, Rio Blanco, Nicaragua March 2008  
Participated in a weeklong intensive study of social forces in rural and urban Nicaragua as part of a class on the sociology and history of Nicaragua.

Casa de las Mujeres, Rio Blanco, Nicaragua January 2009  
Three week independent study volunteering and learning from a women's advocacy center and domestic violence workshops run by the center in surrounding rural villages.

South Africa and Botswana July-August 2001

Independent documentary trip with other photographers. Spent seven weeks in rural and urban settings studying and documenting culture through conversations and photography.

## **PROFESSIONAL DEVELOPMENT**

- Attachment Regulation and Competency (ARC) (Clinical and Support Options), Greenfield, MA (Winter 2016)
- The Heart of Loving: A New Model of Couples Therapy (David Treadway, Ph.D.), Brattleboro, VT (May 2016)
- Complex Trauma and Attachment (Dartmouth Trauma Center), Keene, NH (Jan 2016)
- The Transference/Countertransference Matrix (Andrea Celenza, Ph.D), Brattleboro, VT (Nov 2015)
- Sensorimotor Therapy in the Treatment of Trauma (Janina Fisher, Ph.D), Brattleboro, VT (Oct 2015)
- Motivational Interviewing in Supervision and Coaching (HETI), Concord, NH (July 2014)
- Families and Addiction (NH BDAS), Keene, NH (July 2014)
- Initial Training on Addiction (NH BDAS), Keene, NH (June 2104)
- Parental Depression: Impact on Families and Children Conference, Concord, NH (March 2014)
- Motivational Interviewing: The Basics (HETI), Concord, NH (September 2013)
- Substance Abuse During Pregnancy and Beyond Conference, Concord, NH (2013)
- Nurturing Parenting program facilitator and parent educator certification, Manchester, NH (Sept 2011)
- Guiding Good Choices program facilitator certification, Keene, NH (Aug 2011)
- NH DCYF/DJJS Annual Conference, Concord, NH (June 2011)
- NH Coalition Against Domestic and Sexual Violence Enhanced Advocacy Conference (April 2011)
- NH Attorney General's Task Force on Child Abuse Strength-Based Therapy Training (2011)
- NH Attorney General's Task Force on Child Abuse Conference, Concord, NH (Oct 2010)
- DCYF Annual Conference on Child Abuse and Neglect, Concord, NH (July 2010)
- Northeastern Sociological Association Fall Conference, New Britain, CT (October 2008)
- Massachusetts Alliance on Teen Pregnancy Annual Conference, Worcester, MA (October 2008)

# George Piers, LICSW

## Education

<b>Smith College School for Social Work</b>	Northampton, Ma
<i>Masters in Social Work</i>	1994
<b>Stillpoint School for Massage Therapy</b>	Hatfield, Ma
<i>Massage Therapy Certification</i>	1999
<b>Salve Regina College</b>	Newport, R.I.
<i>Bachelors in Social Work</i>	1987

## New Hampshire Licensure

<i>Licensed Independent Clinical Social Worker</i>	#1357 NH	1996
<i>Certified Massage Therapist</i>	#1456 NH	1999

## Work Experience

**Monadnock Family Services**                      2008 - present                      Keene, NH

**Director of Child and Family Services**                      11/2014-present

- Provides leadership within the organization and all assigned specific programs.
- Responsible for establishing and maintaining an innovative and coordinated service delivery system of Child and Family Services
- Maintain services relevant and responsive to community needs.
- Responsible for quality and compliance of services, processes and outcomes.
- Responsible for human capital management to promote quality service delivery and positive employee relations.
- Responsible for developing and monitoring the annual budgets of the Child and Family Services in collaboration with the Chief Financial Officer.

**Senior Clinical Supervisor**                      7/2013 –11/2014

Provide regular,

direct clinical supervision and ongoing evaluations to all outpatient and community based clinicians.

- Facilitator of bi-weekly case consultation group and reflective supervision for agency clinicians.
- Under supervision of Director, ensures ongoing communication between support staff and clinical staff.
- Works collaboratively with administration, supervisors, and direct services to ensure appropriate inter-team communication, referrals, and effective/efficient service delivery.
- Collaborates in the planning, development, implementation, and evaluation of services.
- With Director of Children's Services, maintains community relationships that enhance the effectiveness of the services delivered to area residents.

**Coordinator of Graduate Internships**

5/2012 - present

- Responsible for the clinical supervision and educational experience of graduate level interns.
- Coordinates graduate experience with participating graduate schools.

**Coordinator of Community Support Services**

5/2012 — 7/2013

(Clinical Supervisor)

- Provided clinical supervision to case management supervisors.
- Provided clinical supervision to case management staff.
- With Co- Coordinators, provided ongoing evaluations to case management staff.
- Involved in the recruitment, hiring, and orientation of case management staff.

**Student Assistance Counselor**

8/2008 — 5/2012

Keene Middle School

- Provided short term individual therapy to students referred to SAP by school administration, guidance counselors, and parents.
- Coordinated school wide substance use prevention/awareness campaigns.
- In conjunction with school administration developed school policy on tobacco, alcohol and drug use.

- Provided intervention, screenings, and brief therapy to students found in violation of tobacco, alcohol, and drug use policy.
- Responsible for recording relevant statistical data related to grants funding prevention position Facilitated KMS Builder's Club, a community service based group developing assertiveness and leadership skills in youth.

**Private Psychotherapy Practice**

2001-present

Keene, NH

- Provide adult psychotherapy to clients who present with mood, anxiety, and substance abuse diagnoses.
- Provide full range of mental health services, including assessment, diagnosis, and treatment.
- Interface with healthcare insurers to authorize care.

**Keene Massage Works**

1999-present

Keene, NH

- Certified Neuromuscular Therapist providing massage therapy to clients seeking relief from acute and chronic pain conditions.
- Provide client education on the causal relationship between stress and presenting pain patterns.
- Recommend appropriate rehabilitation exercises and stress management techniques to address client needs.
- Offer collaborative treatment planning and appropriate referrals.

**Monadnock Family Services**

1997 - 2001

*Outpatient Clinician/Children's Team*

- Completed comprehensive psychosocial assessment of clients referred to program and made appropriate referrals and treatment recommendations.
- In collaboration with client and family developed treatment plan identifying appropriate goals.
- Provided ongoing individual and family therapy.
- Maintained regular communication with collaborative community services involved with clients.

**Philip F. Wyzik MA**

EXPERIENCE:

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

**Chief Executive Officer**

Responsible for all aspects of the leadership of a community mental health center in Cheshire County, New Hampshire. Services focus on clientele considered eligible for state supported care, out patient behavioral health counseling, prevention services and adult care for seniors.

Certified instructor Mental Health First Aid, July 2014

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

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

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

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

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

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

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

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

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

Philip F. Wyzik  
Keene NH

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

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

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

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

**Interim Chief Executive Officer** (Sept 2005 to June 2006)

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

University System of New Hampshire, Granite State College

**Faculty Member** (November 2000 to present)

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

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

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

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

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

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

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

Philip F. Wyzik  
Keene NH

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

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

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

Notre Dame High School, Fitchburg, Ma.

**Teacher** (9-82 to 6-83) – Taught junior and senior high students in Religious Education and substitute taught Spanish I.

St Joseph School, Somerville, Ma.

**Teacher** (9-78 to 6-80) -- Instructed five grade levels in Religion, Art, and Social Studies.

#### COMMUNITY SERVICE

Outreach House, Hanover NH (501.3C assisted living facility for nine seniors)

Board of Director, October 1998 to 2000 [approximately]

Ivy Place Condominiums, Lebanon NH (50 unit condominium facility)

Board of Director, 1992 thru 1997 [approximately]

Lebanon Riverside Rotary

Club member, chair of International Services Committee, 1992 thru 1996

#### EDUCATION:

Master of Arts, Counseling Psychology, Assumption College, Worcester Ma. 1984

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

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

Philip F. Wyzik  
Keene NH

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

#### PUBLICATIONS:

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

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

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

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

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

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

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

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

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

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

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

“Tragedy Casts Attention on Mental Illness” *Keene Sentinel*, January 4, 2013, op ed.

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

“There is Room for Medicaid Expansion” *Keene Sentinel*, June 2, 2013, op ed.

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

“The Story that Changed Christmas” *Monadnock Ledger Transcript*, December 26, 2013, op ed.

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Adreana Elliot MA	Clinician	33,688	33.7	11,378
George Piers LICSW	Child Director	85,194	4.1	3,512

Subject: Student Assistant Program (RFA-2018-BDAS-02-STUDE-05)

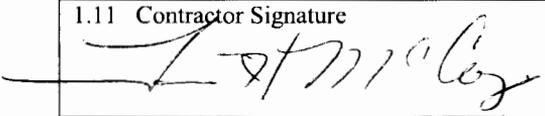
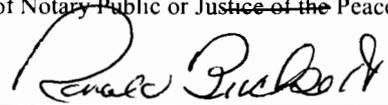
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name School Administrative Unit #33 Raymond School District		1.4 Contractor Address 43 Harriman Hill Road Raymond, NH 03077	
1.5 Contractor Phone Number 603-524-5710	1.6 Account Number 05-95-49-491510-3395-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$ 199,955
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Tina H. McCoy, Ed.D. Superintendent of Schools	
1.13 Acknowledgement: State of <i>New Hampshire</i> County of <i>Rockingham</i> On <i>08/02/2017</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">                       [Seal]                 </div> <div style="text-align: center;"> <b>RONALD A. BRICKETT</b>                      Notary Public - New Hampshire                      My Commission Expires September 16, 2020                 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Ronald Brickett, Notary Public</i>			
1.14 State Agency Signatory 		1.15 Name and Title of State Agency Signatory <i>LORI Shubiette - Deputy Commissioner</i>	
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: <i>William A. Attaman</i> On: <i>8/21/17</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials



Date 8-2-17

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials



Date 8-2-17



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall increase the State's existing prevention system including, but not limited to, its resources and capacities to reduce substance abuse and misuse in communities with high need and/or high risk populations of:
  - 1.3.1. Underage drinking among persons aged twelve (12) to twenty (20), and high risk for persons aged twenty-one (21) to twenty-five (25);
  - 1.3.2. Prescription drug misuse and abuse, and illicit opioid misuse and abuse among persons aged twelve (12) to twenty-five (25).
- 1.4. The Contractor shall hire one full-time student assistance program (SAP) counselor who shall:
  - 1.4.1. Work a minimum of thirty-seven and one half (37.5) hours per week throughout the school year with an additional fifteen (15) days to cover summer and evening programming.
  - 1.4.2. Provide direct services to students at the Iber Holmes Gove Middle School (IHGMS) two (2) days per week during the school year.
  - 1.4.3. Provide direct services to students at the Raymond High School (RHS) three (3) days per week during the school year.
  - 1.4.4. Participate in monthly Raymond Coalition for Youth (RCFY) Networking Meetings; Regional Network Meetings; and Seacoast Collaborative Meetings in order to obtain support and guidance for other Student Assistance Programs (SAPs) serving the region..
  - 1.4.5. Become a Certified Prevention Specialist no later than twelve (12) months from the contract effective date.

#### 2. Scope of Work

- 2.1. The Contractor shall screen individuals referred to the program, using the guidance provided by the Department and an evidenced based screening tool

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## Exhibit A

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as recommended by NAMI-NH that includes an assessment of the individual, family, substance use issues, and whether a referral to treatment is appropriate. The Contractor shall:

- 2.1.1. Submit the evidenced based screening tool to be used to the Department for approval within thirty (30) days of the contract effective date.
- 2.1.2. Refer individuals to community treatment providers, as appropriate.
- 2.2. The Contractor shall conduct individual and group sessions, as appropriate, which include but are not limited to:
  - 2.2.1. Conducting individual support sessions, as needed, with the purpose of crisis intervention or to motivate students in participating in groups modeled after Project Success.
  - 2.2.2. Conducting individual sessions as needed to assist students with:
    - 2.2.2.1. Identifying and resisting social and situational pressures to use substances.
    - 2.2.2.2. Correcting misperceptions about the prevalence and acceptability of substance use.
    - 2.2.2.3. Focusing on the personal consequences of substance misuse and abuse.
    - 2.2.2.4. Practicing resistance and coping skills.
    - 2.2.2.5. Identifying barriers to using the newly developed skills or adopting healthy attitudes.
  - 2.2.3. Conduct the Newcomers Group, the Children of Substance Misusing Parents Group and a Seniors Group beginning in year one and expanding new groups in additional years as funding will allow that are modeled after Project Success, which may include, but are not limited to:
    - 2.2.3.1. Alcohol and other Drug Assessment Education Group
    - 2.2.3.2. Sibling Group
    - 2.2.3.3. Non-Users Group
    - 2.2.3.4. Parents, Peers, and Partying Group
    - 2.2.3.5. Users Group
    - 2.2.3.6. Users/Children of Substance Misusing Parents Group
    - 2.2.3.7. Recovery Group.
- 2.3. The Contractor shall administer pre- and post-assessments that measure

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## Exhibit A

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- student attitudes toward drugs and alcohol to determine and monitor the effectiveness of the Student Assistance Program and measure the impact of student groups which include, but are not limited to:
- 2.3.1. Children of Substance Misusing Parents/Caregivers Group;
  - 2.3.2. Senior Group.
- 2.4. The Contractor shall administer annual surveys, and provide results of the surveys, during the period of March through May, which include but are not limited to:
- 2.4.1. The Youth Risk Behavior Survey of all students in grades nine (9) through twelve (12).
  - 2.4.2. The Department provided survey for grades seven (7) through eight (8).
- 2.5. The Contractor shall provide education sessions and/or materials, as approved by the Department, to individuals and or groups, that may include, but are not limited to:
- 2.5.1. Parent/caregiver education regarding prescription drug misuse, underage drinking and binge drinking, within the school and community.
  - 2.5.2. Alcohol and other drug prevention education in middle school or high school, using evidence based curriculum, such as Project Alert, during seventh and ninth grade transitional years that includes, but is not limited to:
    - 2.5.2.1. Adolescent alcohol, tobacco and other drug information.
    - 2.5.2.2. Family Dynamics and pressures.
    - 2.5.2.3. Skills for coping with stress and life pressure.
- 2.6. The Contractor shall conduct a minimum of three (3) school/community centered environmental strategies that broadly reach populations within the school and community and focus on alcohol and other drug prevention messaging, including but not limited to:
- 2.6.1. Participating in the Great American Smoke Out.
  - 2.6.2. Participating in Substance Misuse Awareness Month activities.
  - 2.6.3. Participating in Recovery Month activities.
  - 2.6.4. Participating in .Prevention Day activities.
  - 2.6.5. Participating in Red Ribbon Week activities.
  - 2.6.6. Sticker Shock Campaign

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## Exhibit A

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- 2.6.7. Brainstorming ideas with student volunteers, which may result in improvements in school and community social norms.
- 2.6.8. Participating in Kick Butts Day.
- 2.7. The Contractor shall increase school and community awareness of the Student Assistance Program services through media and marketing in partnership with Department identified organizations, including but not limited to the Partnership for a Drug Free NH, which may include but is not limited to:
  - 2.7.1. Print media and social media, which may include, but is not limited to Facebook and Instagram
  - 2.7.2. Newsletters.
  - 2.7.3. Press releases.
  - 2.7.4. Local access TV
  - 2.7.5. Bi Annual Town Meeting Events
- 2.8. The Contractor shall announce the intentions of the Student Assistance Program in collaboration with community partners in their area which include, but are not limited to:
  - 2.8.1. Faith based organizations.
  - 2.8.2. Police Department.
  - 2.8.3. Emergency responders.
  - 2.8.4. Local Businesses
  - 2.8.5. RCFY
- 2.9. The Contractor shall evaluate existing school policies on alcohol and other drugs within the first year of the contract and recommend improvements to the existing policies based on best practice and according to recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment
- 2.10. The Contractor shall implement improvements to the alcohol and other drug school policies in Section 2.6 in year two (2) of the contract.
- 2.11. The Contractor shall participate in the Student Assistance Learning Collaborative and other mandatory trainings as identified by the Department.
- 2.12. The Contractor shall allow a team authorized by the Department to meet with staff on a quarterly basis or as needed to conduct a site visit. The Contractor shall:
  - 2.12.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

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## Exhibit A

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- 2.12.2. Ensure the Department is provided with scheduled and unscheduled access to Contractor staff and information that includes but is not limited to:
  - 2.12.2.1. Data
  - 2.12.2.2. Financial records
  - 2.12.2.3. Work sites/locations/work spaces and associated facilities.
- 2.13. The Contractor shall collaborate with the Regional Public Health Network to create a sustainability plan for continuation of the Student Assistance Program beyond the contract end date, which shall be submitted to the Department for approval no later than ninety (90) days prior to the contract end date.
- 2.14. The Contractor shall work with the NH Center for Excellence, as needed, to ensure evidence based interventions or core elements of evidence based interventions (as approved by the Center for Excellence) are being implemented with fidelity.

### 3. Reporting

- 3.1. The Contractor shall input data on a monthly or quarterly basis in an online database, as required by the Department, which shall include, but not be limited to:
  - 3.1.1. Number of students who participated in SAP activities
  - 3.1.2. Demographic of students who participated in SAP activities.
  - 3.1.3. Number of environmental strategies implemented as a result of SAP services
  - 3.1.4. Amount of funds received from other sources for SAP activities and/or programming.
- 3.2. The Contractor shall provide additional reports or data as required by the Department.

### 4. Deliverables

- 4.1. The Contractor shall provide services to a minimum of three hundred ninety-nine (399) students in the Iber Holmes Gove Middle School (IHGMS) per year.
- 4.2. The Contractor shall provide services to a minimum four hundred sixteen (416) students in the Raymond High School (RHS) per year.
- 4.3. The Contractor shall submit the evidenced based screening tool described in Section 2.1.1 to the Department no later than thirty (30) days from the contract effective date.

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## Exhibit A

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

### 5. Performance Measures

- 5.1. The Contractor shall maintain a 90% response rate of pre- and post-assessments described in Section 2.3.
- 5.2. A minimum of 50% of responders to the post-assessments described in Section 2.3 will have an unfavorable attitude toward drugs and alcohol.
- 5.3. A minimum of 75% of responders to the post-assessments described in Section 2.3 will agree that participation in SAP activities had a positive impact on how to effectively deal with peer pressure.



**Exhibit B**

**Method and Conditions Precedent to Payment**

1. This contract is funded with 100% federal funds available through the Catalogue for Domestic Assistance (CFDA) # 93.243, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Partnership for Success Grant.
2. State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for services provided pursuant to Exhibit A, Scope of Services, shall be at an all-inclusive rate of \$48.00 per hour for a maximum value of \$99,965 for State Fiscal Year 18 and \$99,990 for State Fiscal Year 19.
4. Payment for said services shall be made monthly as follows:
  - 4.1. The Contractor shall submit an invoice for payment no later than the twentieth (20<sup>th</sup>) working day of each month for the number of hours worked in the previous month.
  - 4.2. Invoices shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services as well as documentation of matching funds as described in Section 7, below.
  - 4.3. Invoices shall be sent to:

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



**SPECIAL PROVISIONS**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall

Exhibit C-1 – Revisions to General Provisions

Contractor Initials

Handwritten initials in black ink, appearing to be 'JW', written over a horizontal line.



Exhibit C-1

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

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

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

Exhibit C-1 – Revisions to General Provisions

Contractor Initials

Handwritten initials, possibly 'JP', written in black ink.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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



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

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

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

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

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

Contractor Name:

8-2-2017  
Date

Tina H. McCoy  
Name: Tina H. McCoy, Ed.D.  
Title: Superintendent of Schools



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

8-2-17  
Date

[Signature]  
Name: Tina H. McCoy, Ed.D.  
Title: Superintendent of Schools

Exhibit E – Certification Regarding Lobbying

Contractor Initials [Signature]



**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

  
5-2-17



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

8-2-17  
Date

Tina H. McCoy  
Name: Tina H. McCoy, Ed.D.  
Title: Superintendent of Schools

Contractor Initials (4)  
Date 8-2-17



**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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

8-2-17  
Date

Tina H. McCoy  
Name: Tina H. McCoy, Ed.D.  
Title: Superintendent of Schools

Exhibit G

Contractor Initials

TM

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

8-2-17  
Date

Tina H. McCoy  
Name: Tina H. McCoy, Ed.D.  
Title: Superintendent of Schools

Contractor Initials (Signature)  
Date 8-2-17



Exhibit I

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

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

**(1) Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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

8-2-17



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
  - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
  - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Handwritten initials in a circle, possibly "JD".

8-2-17



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services  
The State

Lori Shubinette  
Signature of Authorized Representative

Lori Shubinette  
Name of Authorized Representative

Deputy Commissioner  
Title of Authorized Representative

8/17/17  
Date

54433-Raymond School District  
Name of the Contractor

Tina H. McCoy  
Signature of Authorized Representative

Tina H. McCoy, Ed.D.  
Name of Authorized Representative

Superintendent of Schools  
Title of Authorized Representative

8-2-2017  
Date

Contractor Initials TM

Date 8-2-17



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

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

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

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

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

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

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

Contractor Name:

8-2-17  
Date

Name: Tina H. McCoy, Ed.D.  
Title: Superintendent of Schools



**FORM A**

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

1. The DUNS number for your entity is: 051002632
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

# CERTIFICATE OF VOTE

I, John Harmon, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Raymond School District.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on August 2, 2017:  
(Date)

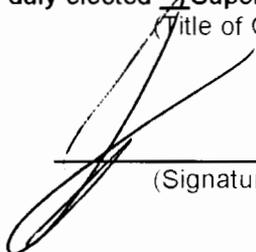
**RESOLVED:** That the Superintendent of Schools  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 2nd day of August, 2017.  
(Date Contract Signed)

4. Tina H. McCoy is the duly elected Superintendent of Schools  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
\_\_\_\_\_  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 2nd day of August, 2017.

By John Harmon.  
(Name of Elected Officer of the Agency)

  
\_\_\_\_\_  
(Notary Public/Justice of the Peace)  
**RONALD A. BRICKETT**  
Notary Public - New Hampshire  
My Commission Expires September 16, 2020

(NOTARY SEAL)

Commission Expires: 9/16/20



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Raymond School District SAU #33 43 Harriman Hill Road Raymond, NH 03077	<b>Member Number:</b> 933	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
--	------------------------------	--

	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2017	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: <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	\$2,000,000
				Each Accident	\$2,000,000
				Disease – Each Employee	
				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>
State of NH DHHS 129 Pleasant St Concord, NH 03301			<b>By:</b> <i>Tammy Denver</i>
			<b>Date:</b> 8/2/2017 tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

Raymond School Board

As of March, 2017

John Harmon, Chair

[j.harmon@sau33.com](mailto:j.harmon@sau33.com)

Joseph Saulnier, Vice Chair

[j.saulnier@sau33.com](mailto:j.saulnier@sau33.com)

Janice Arsenault, Secretary

.

[j.arsenault.sb@sau33.com](mailto:j.arsenault.sb@sau33.com)

Michelle Couture

.

[m.couture.sb@sau33.com](mailto:m.couture.sb@sau33.com)

Jaclyn Serrine

.

[j.serrine@sau33.com](mailto:j.serrine@sau33.com)

## **RAYMOND SCHOOL DISTRICT JOB DESCRIPTION**

**TITLE:** Student Assistance Counselor

**DESCRIPTION:**

To provide counseling services to at-risk students, the Raymond School District uses a school-based comprehensive prevention and intervention program for students in all schools characterized by a team approach. This professional, systematic process is designed to provide education, prevention, early identification, intervention, referral and support services for students exhibiting risk behaviors which are interfering with their education. Key components are developmental curriculum and education, policy, staff and community in-service and education, early identification, development of support processes, use of community resources, and ongoing evaluation of program effectiveness.

A Student Assistance Counselor is knowledgeable in areas such as child and adolescent development (to include mental health and substance abuse issues), substance abuse prevention, working with children of substance abusers, facilitating individual and group sessions, and maintaining positive school, parent, and community relationships. A Student Assistance Counselor has graduated from a college or university with a Master's Degree in Social Work or Counseling, and is fairly proficient in the realm of substance abuse prevention, intervention, and treatment.

The Student Assistance Counselor will serve students at both Iber Holmes Gove Middle School and Raymond High School.

*This is a grant-funded position.*

**QUALIFICATIONS:**

1. **Education/Certification:** Master's Degree in Social Work. Preferred LADC (Licensed Alcohol and Drug Counselor) and/or CPS (Certified Prevention Specialist). Hold a valid State of New Hampshire Criminal History Records Check
  
2. **Special Knowledge / Skills:** Understanding and demonstrated aptitude or competence in the performance responsibilities listed below:
  - a. Knowledge about crisis intervention, substance abuse, mental health, bullying and violence prevention.
  - b. Must possess strong organizational skills as well as the ability to handle multiple projects professionally.
  - c. Demonstrated ability to exercise independent judgment, prioritize tasks, and work independently with a high degree of accuracy.
  - d. Demonstrated computer and technology skills.
  - e. Must be team-oriented with excellent interpersonal and communication skills.
  - f. Must be able to establish strong relationships with community stakeholders.
  - g. Must be willing to participate in ongoing in-service training as requested.
  - h. Must maintain a high level of ethical behavior and confidentiality of information as required by law.

3. Experience: Counseling experience in a public school working with middle and/or high school students. Demonstrated aptitude or competence for successful fulfillment of assigned performance responsibilities as outlined below.

REPORTS TO: Director of Student Services through the Building Principals at RHS and IGHMS

JOB GOAL: To foster relationships among students their families, the school and the community so that the students with substance abuse or mental health issues are able to succeed academically, socially, and emotionally.

PERFORMANCE RESPONSIBILITIES:

1. Provide individual counseling, screening, and referral for students with performance and behavioral difficulties due to substance abuse and/or mental health issues that impact a students' ability to participate in school.
2. Provide psycho-educational groups on a variety of topics related to substance abusing, children of substance abusing parents, tobacco awareness and/or tobacco cessation, anger management, bullying behavior, suicide and self-harm thoughts and attempts, and others as outlined in current best practice.
3. Provide education through classroom presentations and school-wide assemblies on the topics of substance abuse, suicide, and bullying and violence prevention.
4. Conference with administrators, guidance counselors, nurses, teachers, and others as needed and provide and receive updates on student well-being.
5. Advise student groups such as the Diversity Club, the Life of a Student Leadership Club, and other similar groups to engage in universal / environmental prevention strategies.
6. Provide resources to families related to mental health and substance abuse issues needing to be addressed outside of school.
7. Participate in relevant school disciplinary meetings to provide resources to parents and identify possible concerns around substance abuse or other mental health issues of the students.
8. Provide educational opportunities and resources for parents of middle and high school students through community forums, town hall meetings, the Freshman Learning Community orientation, open house, health fairs, newsletters, and other forums as directed by the Building Principal.
9. Provide home-based support and visitation, as called for, to meet the counseling needs of students and their families.
10. Provide a regular review of policy, procedure, and best practice for intervention and prevention activities within the District
11. Provide faculty training on a range of topics related to substance abuse, teen suicide, and bullying and violence prevention.
12. Participate in the District's efforts to implement the Signs of Suicide (SOS) program at both the middle and high schools.
13. Provide consultation to staff on working with at-risk students.

14. Participate in bi-monthly round table meetings that are coordinated by the High School Assistant Principals and include other key community stakeholders who work together to assist students who are court involved to provide a “wrap around” coordinated approach to case management.
15. Participate in regional and State coalitions / organizations for healthy youth as requested by the Building Principal or the Director of Student Services.
16. Shows competence in New Hampshire Special Education laws and Section 504.
17. Maintains accurate records required for the School and District Offices and for the Department of Education.
18. Effectively manages grants, budgets, professional learning, and program evaluation activities.
19. Performs other duties as assigned by the Building Principals or the Director of Student Services.

**TERMS OF EMPLOYMENT:**

Salary and work year in accordance with letter of agreement. *For the 2017-2018 school year, this position will be grant funded. The grant may be renewed for up to an additional two years, pending funding at the State level.*

**EVALUATION:** This position will be evaluated using the same rubrics and instruments that are used to evaluate other counselors / case managers in a similar role in the Raymond School District. The professional will be provided these rubrics and the evaluation model in advance. The basis of the evaluation will be the extent to which the performance responsibilities of the job are successfully handled and the extent to which the yearly Individual Professional Development Plan action plans and professional goals are met.

**NOTE:** The above job description reflects the general requirements necessary to describe the principle functions or responsibilities of the job identified and shall not be interpreted as a detailed description of all work requirements that may be inherent in the job, either at present or in the future.

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

Contractor Name: Raymond School District SAU 33

Name of Contract: RFA-2018-BDAS-02-STUDE Student Assistance Program

<b>BUDGET PERIOD: SFY 18</b>				
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
To Be Determined	Student Assistance Counselor	\$43,194	92.89%	\$40,125.00
		\$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>\$40,125.00</b>

<b>BUDGET PERIOD: SFY 19</b>				
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
To Be Determined	Student Assistance Counselor	\$44,595	92.89%	\$41,425.50
		\$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>\$41,425.50</b>

Subject: Student Assistant Program (RFA-2018-BDAS-02-STUDE-06)

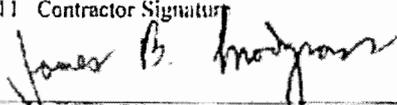
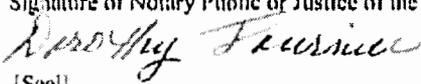
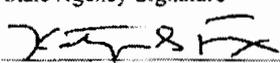
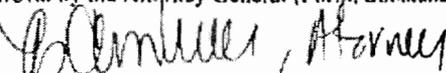
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Second Start		1.4 Contractor Address 17 Knight Street Concord, NH 03301	
1.5 Contractor Phone Number 603-228-1341	1.6 Account Number 3395 05-95-49-491510-2487-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$ 188,624
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 JAMES B. SNODGRASS EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>July 26, 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 to me that 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 Dorothy Fournier, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kujar Sax, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  , Attorney On: <u>8/8/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Subject: Student Assistant Program (RFA-2018-BDAS-02-STUDE-06)

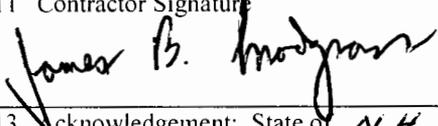
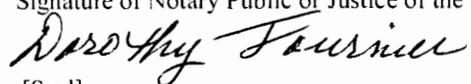
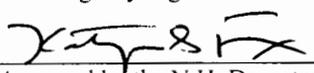
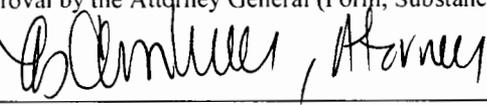
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1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Dorothy Fournier, <u>Office Manager</u>			
1.14 State Agency Signature  Date: <u>8/3/17</u>		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  , Attorney On: <u>8/8/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials   
Date 7/26/17

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall increase the State's existing prevention system including, but not limited to, its resources and capacities to reduce substance abuse and misuse in communities with high need, high risk populations, of:
  - 1.3.1. Underage drinking among persons aged twelve (12) to twenty (20), and high risk for persons aged twenty-one (21) to twenty-five (25);
  - 1.3.2. Prescription drug misuse and abuse, and illicit opioid misuse and abuse among persons aged twelve (12) to twenty-five (25).
- 1.4. The Contractor shall provide services to students in:
  - 1.4.1. Concord High School
  - 1.4.2. Rundlett Middle School
  - 1.4.3. Hillsboro-Deering Middle School
- 1.5. The Contract shall hire one (1) Student Assistant Program (SAP) counselor for each location identified in Section 1.4, for a total of three (3) SAP counselors, as follows:
  - 1.5.1. Concord High School – 40 hours per week
  - 1.5.2. Rundlett Middle School – 24 hours per week
  - 1.5.3. Hillsboro-Deering Middle School – 16 hours per week

### 2. Scope of Services

- 2.1. The Contractor shall screen individuals who are referred to the program, using the guidance provided by the Department, and using an evidenced based screening tool that must include an assessment of the individual, family, substance use issues, and if a referral to treatment is appropriate. The Contractor shall:
  - 2.1.1. Submit the evidenced based screening tool to be used for Department approval within thirty (30) days of the contract effective date.



Exhibit A

- 2.1.2. Refer individuals to community treatment providers, as appropriate.
- 2.2. The Contractor shall conduct individual and group sessions, as appropriate, which include, but are not limited to:
  - 2.2.1. Conducting individual support sessions, as needed, with the purpose of crisis intervention or to motivate students to participate in groups modeled after Project Success.
  - 2.2.2. Conduct individual sessions, as needed, to assist students with:
    - 2.2.2.1. Identifying and resisting social and situational pressures to use substances.
    - 2.2.2.2. Correcting misperceptions about the prevalence and acceptability of substance use.
    - 2.2.2.3. Focusing on the personal consequences of substance misuse and abuse.
    - 2.2.2.4. Practicing resistance and coping skills.
    - 2.2.2.5. Identifying barriers to using the newly developed skills or adopting healthy attitudes.
  - 2.2.3. Conduct the Newcomers Group, the Children of Substance Misusing Parents Group and a Seniors Group beginning in year one and expanding new groups in additional years as funding will allow that are modeled after Project Success, which may include, but not limited to:
    - 2.2.3.1. Alcohol and other Drug Assessment Education Group
    - 2.2.3.2. Sibling Group
    - 2.2.3.3. Non-Users Group
    - 2.2.3.4. Parents, Peers, and Partying Group
    - 2.2.3.5. Users Group
    - 2.2.3.6. Users/Children of Substance Misusing Parents Group
    - 2.2.3.7. Recovery Group.
- 2.3. The Contractor shall administer pre- and post-assessments that measure student attitudes toward drugs and alcohol to determine and monitor the effectiveness of the Student Assistance Program and measure the impact of student groups which include, but are not limited to:
  - 2.3.1. Children of Substance Misusing Parents/Caregivers Group;
  - 2.3.2. Senior Group.

*[Handwritten Signature]*  
7/26/17



Exhibit A

- 2.4. The Contractor shall administer annual surveys, and provide results of the surveys, during the period of March through May, which include but are not limited to:
  - 2.4.1. The Youth Risk Behavior Survey of all students in grades nine (9) through twelve (12).
  - 2.4.2. The Department provided survey for grades seven (7) through eight (8).
- 2.5. The Contractor shall provide education sessions and/or materials, as approved by the Department, to individuals and or groups, that may include, but are not limited to:
  - 2.5.1. Parent/caregiver education regarding prescription drug misuse, underage drinking and binge drinking, within the school and community.
  - 2.5.2. Alcohol and other drug prevention education in middle school or high school, using evidence based curriculum, such as Project Alert, during seventh and ninth grade transitional years that includes, but is not limited to:
    - 2.5.2.1. Adolescent alcohol, tobacco and other drug information.
    - 2.5.2.2. Family Dynamics and pressures.
    - 2.5.2.3. Skills for coping with stress and life pressure.
- 2.6. The Contractor shall conduct a minimum of three (3) school/community centered environmental strategies that broadly reach populations within the school and community and focus on alcohol and other drug prevention messaging, including but not limited to:
  - 2.6.1. Substance Use Awareness Month in October.
  - 2.6.2. Coping with Holiday Stress in December.
  - 2.6.3. Children of Alcoholic/Addicts Month in February.
  - 2.6.4. Alcohol Awareness Month in April.
- 2.7. The Contractor shall increase school and community awareness of the Student Assistance Program services through media and marketing including but not limited to print media and social media, which may include, but is not limited to Facebook and Instagram in partnership with Department identified organizations, including but not limited to the Partnership for a Drug Free NH.
- 2.8. The Contractor shall involve and expose parents to substance misuse prevention materials through:
  - 2.8.1. The intake process.
  - 2.8.2. Open house.

*[Handwritten Signature]*  
7/26/17



Exhibit A

- 2.8.3. Other events /presentations.
- 2.8.4. School mailings.
- 2.8.5. School websites.
- 2.9. The Contractor shall evaluate existing school policies on alcohol and other drugs within the first year of the contract and recommend improvements to the existing policies based on best practice and according to recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment.
- 2.10. The Contractor shall implement improvements to the alcohol and other drug school policies in Section 2.9 in year two (2) of the Contract.
- 2.11. The Contractor shall participate in the Student Assistance Learning Collaborative and other mandatory trainings as identified by the Department.
- 2.12. The Contractor shall allow a team authorized by the Department to meet with staff on a quarterly basis or as needed to conduct a site visit. The Contractor shall:
  - 2.12.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 2.12.2. Ensure the Department is provided with scheduled and unscheduled access to Contractor staff and information that includes but is not limited to:
    - 2.12.2.1. Data
    - 2.12.2.2. Financial records
    - 2.12.2.3. Work sites/locations/work spaces and associated facilities.
- 2.13. The Contractor shall collaborate with the Regional Public Health Network to create a sustainability plan for continuation of the Student Assistance Program beyond the contract end date, which shall be submitted to the Department for approval no later than ninety (90) days prior to the contract end date.
- 2.14. The Contractor shall work with the NH Center for Excellence, as needed, to ensure evidence based interventions or core elements of evidence based interventions (as approved by the Center for Excellence) are being implemented with fidelity.



Exhibit A

### 3. Reporting

- 3.1. The Contractor shall input data on a monthly or quarterly basis in an online database, as required by the Department, which shall include, but not be limited to:
  - 3.1.1. Number of students who participated in SAP activities
  - 3.1.2. Demographic of students who participated in SAP activities.
  - 3.1.3. Number of environmental strategies implemented as a result of SAP services
  - 3.1.4. Amount of funds received from other sources for SAP activities and/or programming.
- 3.2. The Contractor shall provide additional reports or data as required by the Department.

### 4. Deliverables

- 4.1. The Contractor shall engage a minimum of 2,700 students at Concord High School in environmental initiatives per year.
- 4.2. The Contractor shall provide prevention education services to a minimum of four hundred (400) 9th grade students at Concord High School per year.
- 4.3. The Contractor shall provide crisis intervention and group services to a minimum of one hundred (100) at-risk students at Concord High School per year.
- 4.4. The Contractor shall engage a minimum of 1,000 students at Rundlett Middle School in environmental initiatives per year.
- 4.5. The Contractor shall provide prevention education services to a minimum of three hundred twenty-five (325) students at Rundlett Middle School per year.
- 4.6. The Contractor shall provide crisis intervention and group services to a minimum of eighty (80) at-risk students at Rundlett Middle School per year.
- 4.7. The Contractor shall engage a minimum of 280 students at Hillsboro-Deering Middle School in environmental initiatives per year.
- 4.8. The Contractor shall provide prevention education services to a minimum of ninety (90) students at Hillsboro-Deering Middle School per year.
- 4.9. The Contractor shall provide crisis intervention and group services to a minimum of thirty (30) at-risk students at Hillsboro-Deering Middle School per year.
- 4.10. The Contractor shall submit the evidenced based screening tool described in Section 2.1.1 to the Department no later than thirty (30) days from the contract effective date.

*[Handwritten Signature]*  
Date 7/26/17



Exhibit A

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- 4.11. The Contractor shall provide the sustainability plan described in Section 2.13 to the Department for review and approval no later than ninety (90) days prior to the contract completion date.

**5. Performance Measures**

- 5.1. The Contractor shall maintain a 90% response rate of pre- and post-assessments described in Section 2.3.
- 5.2. A minimum of 50% of responders to the post-assessments described in Section 2.3 will have an unfavorable attitude toward drugs and alcohol.
- 5.3. A minimum of 75% of responders to the post-assessments described in Section 2.3 will agree that participation in SAP activities had a positive impact on how to effectively deal with peer pressure.

*[Handwritten Signature]*  
7/26/17



New Hampshire Department of Health and Human Services  
Student Assistance Program (SAP)

**Exhibit B**

**Method and Conditions Precedent to Payment**

1. This contract is funded with 100% federal funds available through the Catalogue for Domestic Assistance (CFDA) # 93.243, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Partnership for Success Grant.
2. State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for services provided pursuant to Exhibit A, Scope of Services, shall be at an all-inclusive rate of \$48.00 per hour for a maximum value of \$ 94,312 per state fiscal year.
4. Payment for said services shall be made monthly as follows:
  - 4.1. The Contractor shall submit an invoice for payment no later than the twentieth (20<sup>th</sup>) working day of each month for the number of hours worked in the previous month.
  - 4.2. Invoices shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services as well as documentation of matching funds as described in Section 7, below.
  - 4.3. Invoices shall be sent to:

Department of Health and Human Services  
Attn: Financial Manager  
Bureau of Drug and Alcohol Services  
129 Pleasant Street  
Concord, NH 03301
5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
6. The final invoice shall be submitted to the Department no later than forty (40) days after the contract completion date identified in Form P-37, General Provisions, Block 1.7 Completion Date.
7. The Contractor shall provide documentation of matching funds in the amount of twenty-five percent (25%) of the total price limitation indicated in Form P-37, General Provisions, Block 1.8, Price Limitation. Matching funds may include:
  - 7.1. A cash match is non-federal cash from the Contractor's own funds or cash donations from non-federal third parties.
  - 7.2. An In-kind non-federal match is a non-monetary contribution of personnel, goods, or services purchased or received from non-federal sources,
8. Schools above the state average of students receiving free or reduced lunch may include up to 10% of the total 25% cash match as in-kind contributions.

*[Handwritten Signature]*  
7/26/17



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7/26/17  
[Signature]



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

*[Handwritten Signature]*  
Date 7/26/17

New Hampshire Department of Health and Human Services  
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

*[Handwritten initials]*

7/26/17



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
  
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

*[Handwritten Signature]*  
Date 7/20/17



**REVISIONS TO GENERAL PROVISIONS**

**1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

**2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall

*[Handwritten initials]*

*[Handwritten date]* 7/26/17



Exhibit C-1

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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.**

*MS*

7/26/17



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR 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

*AB*  
7/26/17

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

July 26, 2017  
Date

James B. Snodgrass  
Name:  
Title: Executive Director

JBS  
7/26/17



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

July 26, 2017  
Date

James B. Moynihan  
Name  
Title: Executive Director

Contractor Initials JBM  
Date 7/20/17



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

*[Handwritten Signature]*  
Date 7/26/17



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

July 26, 2017  
Date

James B. Smodgrass  
Name:  
Title: Executive Director

JS  
7/26/17



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

*Handwritten initials*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

*Handwritten date: 7/26/17*

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

July 26, 2017  
Date

James B. Snodgrass  
Name:  
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

JS

Date

7/26/17



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

July 26, 2017  
Date

James B. Snodgrass  
Name:  
Title: Executive Director

Contractor Initials JS  
Date 7/26/17



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

*[Handwritten Signature]*  
Date 7/26/17



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

*[Handwritten Signature]*  
7/26/17



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

*[Handwritten Signature]*  
7/26/17



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

*[Handwritten Signature]*

*7/20/17*



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

*[Handwritten Signature]*  
2/26/17



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State

Katya S. Fox  
Signature of Authorized Representative

Katya S. Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

8/3/17  
Date

SECOND START  
Name of the Contractor

James B. Snodgrass  
Signature of Authorized Representative

JAMES B. SNODGRASS  
Name of Authorized Representative

EXECUTIVE DIRECTOR  
Title of Authorized Representative

July 26, 2017  
Date

Contractor Initials JBS  
Date 7/26/17



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Date July 26, 2017

JAMES B. SNODGRASS  
Name: EXECUTIVE DIRECTOR  
Title:



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 17-037-27-91
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

MB  
7/26/17

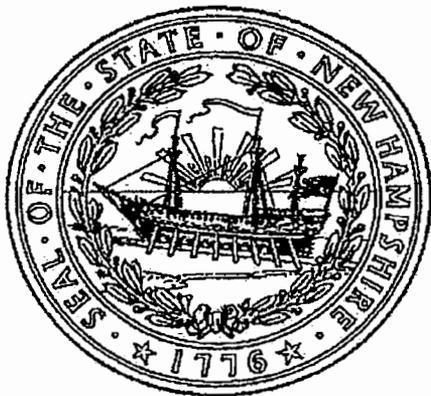
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SECOND START is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 03, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65173



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of June A.D. 2017.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

CERTIFICATE

(Corporation with Seal)

I, George Pangakis certify that: (1) I am the duly elected and acting Secretary of Second Start, a New Hampshire corporation; (2) I maintain and have custody of and am familiar with the seal and minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates; (4) the following are true, accurate and complete copies of the resolutions voted on by the Board of Directors June 26, 2017 acting in accordance with the Bylaws of the Corporation and with New Hampshire law:

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services and that the President, Vice President, Treasurer, and the Executive Director, or any of them acting singly, be and hereby are authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as any of them may deem necessary, desirable or appropriate to accomplish same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The foregoing resolutions have not been revoked, annulled or amended in any manner

whatsoever, and remain in full force and effect as of the date hereof; and the following persons have been duly elected and now occupy the offices indicated below.

<u>Dodd Griffith</u>	President
<u>Matt Nadeau</u>	Vice President
<u>George Pangakis</u>	Secretary
Tom Painchaud	Treasurer
<u>James Snodgrass</u>	Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 26<sup>th</sup> day of July, 2017.

  
7/26/17  
Secretary

(Seal)



# CERTIFICATE OF LIABILITY INSURANCE

ORIGINAL

DATE (MM/DD/YYYY)  
1/18/2017

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> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		<b>CONTACT NAME:</b> Pat Mack <b>PHONE (A/C, No, Ext):</b> (603) 293-2791 <b>E-MAIL ADDRESS:</b> pat@esinsurance.com <b>FAX (A/C, No):</b> (603) 293-7188	
<b>INSURED</b> Second Start 17 Knight Street Concord NH 03301		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Great American Ins Group INSURER B: Technology Insurance Co INSURER C: United State Fire Insurance INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 42376	

COVERAGES                      CERTIFICATE NUMBER: 2016-2017                      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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAC4067426-01	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAP4067427-01	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB4067428-01	12/31/2016	12/31/2017	OCCUR CLAIMS-MADE EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
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	N/A	TWC3595312	1/1/2017	1/1/2018	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Accident Policy			US565970	12/31/2016	12/31/2017	Accident Medical Expense \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER                      CANCELLATION

State of NH DHHS Bureau of Drug & Alcohol Prevention Servi 105 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Pat Mack/PAT
---	---

## **Mission Statement**

Adopted 6/19/00

Second Start is committed to improving the economic and educational well being of New Hampshire residents. Our goal is to help people become more productive workers, family members and community citizens.

We provide supportive, affordable and effective educational programs including but not limited to: Adult Basic Education, Job Training and Career Counseling, Education and Training for at-risk Youth, and Child Care Services.

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***SECOND START***

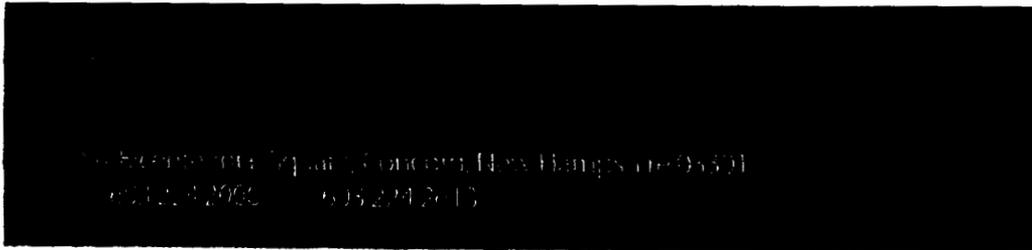
***AUDITED FINANCIAL STATEMENTS***

***FOR THE YEARS ENDED  
JUNE 30, 2015 AND 2014***

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## INDEX TO FINANCIAL STATEMENTS

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Combining Schedule of Support and Revenues, Expenses and Changes in Net Assets 2014 .....	15



**INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors of  
Second Start  
Concord, New Hampshire

We have audited the accompanying financial statements of Second Start (a nonprofit organization) which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Second Start as of June 30, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

***Report on Summarized Comparative Information***

We have previously audited Second Start's 2014 financial statements, and our report dated August 23, 2014, expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2014, is consistent, in all material aspects, with the audited financial statements from which it has been derived.

***Other Matters***

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The combining schedules of support and revenues, expenses and changes in net assets on pages 14 and 15 are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Very truly yours,

*Mason + Rich, P.A.*

MASON + RICH PROFESSIONAL ASSOCIATION  
Certified Public Accountants

September 30, 2015

**SECOND START**  
**STATEMENTS OF FINANCIAL POSITION**  
**JUNE 30, 2015 AND 2014**

**ASSETS**

	2015	2014
<b>CURRENT ASSETS</b>		
Cash	\$ 199,296	\$ 63,148
Accounts Receivable	20,789	33,402
Grants Receivable	95,345	182,252
Unconditional Promises to Give	51,967	-
Prepaid Expenses	85,258	14,639
Security Deposits	-	2,530
<b>Total Current Assets</b>	<b>452,655</b>	<b>295,971</b>
<b>PROPERTY AND EQUIPMENT</b>		
Property and Equipment	2,988,405	2,952,383
Less Accumulated Depreciation	(1,662,300)	(1,565,408)
<b>Net Property and Equipment</b>	<b>1,326,105</b>	<b>1,386,975</b>
<b>TOTAL ASSETS</b>	<b>\$ 1,778,760</b>	<b>\$ 1,682,946</b>

**LIABILITIES AND NET ASSETS**

<b>CURRENT LIABILITIES</b>		
Current Portion of Long-Term Debt	\$ -	\$ 1,542
Accounts Payable	24,840	24,442
Accrued Expenses	184,970	176,836
Deferred Revenue	10,474	5,268
<b>Total Current Liabilities</b>	<b>220,284</b>	<b>208,088</b>
<b>TOTAL LIABILITIES</b>	<b>220,284</b>	<b>208,088</b>
<b>NET ASSETS</b>		
Unrestricted		
Board-Designated	50,000	50,000
Undesignated	1,431,066	1,387,258
Temporarily Restricted	77,410	37,600
<b>TOTAL NET ASSETS</b>	<b>1,558,476</b>	<b>1,474,858</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 1,778,760</b>	<b>\$ 1,682,946</b>

**SECOND START**  
 STATEMENTS OF ACTIVITIES  
 FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

	Unrestricted	Temporarily Restricted	2015	2014
<b>SUPPORT AND REVENUES</b>				
Contributions	\$ 35,090	\$ -	\$ 35,090	\$ 27,900
United Way	8,207	51,967	60,174	52,268
Fees from Governmental Agencies	814,387	-	814,387	735,446
Grants from Governmental Agencies	943,249	-	943,249	951,305
Grants - Private	30,000	-	30,000	11,000
Private Fees	825,343	30,000	855,343	846,380
Miscellaneous	54,476	-	54,476	13,694
<b>Total Support and Revenues</b>	<u>2,710,752</u>	<u>81,967</u>	<u>2,792,719</u>	<u>2,637,993</u>
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>				
Expiration of Program Restrictions	42,157	(42,157)	-	-
<b>EXPENSES</b>				
<b>Program Services</b>				
Instruction and Student Activities	1,830,160	-	1,830,160	1,761,831
Staff Development and Professional Fees	187,984	-	187,984	202,647
Other Program Costs	187,974	-	187,974	177,159
Occupancy	80,948	-	80,948	74,019
Direct Depreciation	74,709	-	74,709	78,708
<b>Total Program Services</b>	<u>2,361,775</u>	<u>-</u>	<u>2,361,775</u>	<u>2,294,364</u>
<b>Support Services</b>				
General Administrative	347,326	-	347,326	327,189
<b>Total Support Services</b>	<u>347,326</u>	<u>-</u>	<u>347,326</u>	<u>327,189</u>
<b>Total Expenses</b>	<u>2,709,101</u>	<u>-</u>	<u>2,709,101</u>	<u>2,621,553</u>
<b>CHANGES IN NET ASSETS</b>				
Net Assets, Beginning of Year	1,437,258	39,810	1,474,858	1,458,418
<b>Net Assets, End of Year</b>	<u>\$ 1,481,066</u>	<u>\$ 77,410</u>	<u>\$ 1,558,476</u>	<u>\$ 1,474,858</u>

The Accompanying Notes are an Integral Part of These Financial Statements

**SECOND START**  
**STATEMENTS OF CASH FLOWS**  
**FOR YEARS ENDED JUNE 30, 2015 AND 2014**

	2015	2014
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase in Net Assets	\$ 83,618	\$ 16,440
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by (Used in) Operating Activities:		
Depreciation	99,930	106,244
(Increase) Decrease in Operating Assets:		
Accounts Receivable	12,613	31,466
Grants Receivable	86,907	(59,878)
Pledges Receivable	(51,966)	-
Prepaid Expenses	(70,619)	(1,946)
Security Deposits	2,530	600
Increase (Decrease) in Operating Liabilities:		
Accounts Payable	398	10,491
Accrued Expenses	8,134	8,705
Deferred Revenue	5,206	2,115
Total Adjustments	<u>93,133</u>	<u>97,797</u>
<i>Net Cash Provided by Operating Activities</i>	<u>176,751</u>	<u>114,237</u>
 <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of Property and Equipment	<u>(39,061)</u>	<u>(82,508)</u>
 <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayment of Long-Term Debt	<u>(1,542)</u>	<u>(9,096)</u>
 <b>NET INCREASE (DECREASE) IN CASH</b>		
	136,148	22,633
<i>Cash, Beginning of Year</i>	<u>63,148</u>	<u>40,515</u>
<i>Cash, End of Year</i>	<u>\$ 199,296</u>	<u>\$ 63,148</u>
 <b>Supplemental Disclosure of Cash Flow Information</b>		
Cash Paid During the Year For:		
Interest	<u>\$ 88</u>	<u>\$ 1,408</u>

The Accompanying Notes are an Integral Part of These Financial Statements

**SECOND START**  
NOTES TO THE FINANCIAL STATEMENTS

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**A | NATURE OF ACTIVITIES**

Second Start (the Organization) is a private nonprofit education corporation which has been in existence since 1970. Second Start is committed to improving the economic and educational wellbeing of New Hampshire residents. Its goal is to help people become more productive workers, family members and community citizens. Within these opportunities, the Organization offers a variety of programs, each serving participants in ways that meet their needs.

The programs available at Second Start are as follows:

Special Education – The Special Education Program was established in 1979 and accounts for the proceeds of an education program that serves special needs students ages 14-21 from local school districts in the greater Concord area.

Transitional Employment Training Program (TET) – The TET Program was established in 1984 and accounts for proceeds and expenses used to provide a vocationally oriented program designed to develop positive work attitudes and behaviors for adolescents.

Alternative High School – The Alternative High School Program was established in 1976 and accounts for the proceeds and expenses of an alternative academic program for adolescents previously unsuccessful in public high school programs. Students are not coded special education.

Student Assistance Program (SAP) – The Student Assistance Program was started in 1984. The Student Assistance Program is a drug education, prevention and early identification program designed for public school students. The program accounts for the proceeds and expenses associated with the student assistance services for the local school districts as well as programs for the Organization's Alternative High School and special education students.

Adult Basic Education (ABE) – The Adult Basic Education Program was established in 1971 and accounts for the proceeds and expenses for providing remedial academic programs for adults from the most basic levels through preparation for the High School Equivalency Exam (HiSET) as well as English as a second language classes. The program also includes academic and vocational counseling for students. The program includes fees and expenses for providing HiSET Testing services and statewide staff development for ABE teachers.

Adult Learner Services (ALS) – The Adult Learner Services Program, formerly the Adult Tutorial Program, was established in 1983 and accounts for proceeds and expenses used to help adults increase their reading and math skills through the aid of tutors. This program also includes services to foreign-speaking and refugee students to increase their English skills.

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*(Continued on next page)*

**SECOND START**  
NOTES TO THE FINANCIAL STATEMENTS

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Day Care Program – The Day Care Program was established in 1973 and accounts for proceeds and expenses used to care for children (ages 6 weeks to 12 years) of the Organization’s students and the general community while their parents are in classes, training programs or working during the day. This program also includes services to protective custody referrals from the NH Department of Health and Human Services.

Welcoming Concord – The Welcoming Concord program was established in 2015 and accounts for proceeds and expenses used to increase social inclusion and integration of immigrants and refugees in targeted NH communities.

**B | SIGNIFICANT ACCOUNTING POLICIES**

***Basis of Accounting***

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

***Estimates***

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual amounts could differ from those estimates.

***Cash and Cash Equivalents***

For purposes of the statement of cash flows, cash includes cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. The Organization had no cash equivalents at June 30, 2015 and 2014.

***Accounts Receivable***

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management considers accounts to be delinquent based on the date of unpaid invoices. Past due receivables are written off at management’s discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United States because of the effects of the direct write off method approximate those of the allowance method. All accounts are considered to be collectible. The Organization does not accrue interest on accounts receivable.

***Grants Receivable***

Grants receivable are amounts due for reimbursement from various grant agencies. No allowance is recorded because all amounts are expected to be fully reimbursed by the federal and state governments. Interest is not allowed and is not accrued on any grants receivable balances.

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*(Continued on next page)*

**SECOND START**  
NOTES TO THE FINANCIAL STATEMENTS

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***Promises to Give***

Promises to give are stated at the amount management expects to collect from outstanding balances. Management evaluates the collectability of customer accounts by considering factors such as historical experience, the age of the promise to give, and current economic conditions that may affect a customer's ability to pay. Past due promises to give are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United States because the effects of the direct write off method approximate those of the allowance method. The Organization does not charge interest on promises to give.

***Property and Equipment***

The Organization's policy is to capitalize individual purchases, renewals and betterments in excess of \$500. Maintenance, repairs and minor renewals are charged to expense as incurred. Periodically, management evaluates property and equipment for impairment when events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. When items of property and equipment are sold or retired, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is included in the statement of income. These items are depreciated using the straight-line method over their estimated useful lives as follows:

Furniture and Equipment	5 years
Leasehold Improvements	5 - 30 years
Building	40 years

***Contributions***

Contributions received are recorded as unrestricted, temporarily restricted or permanently restricted support depending on the existence or nature of any donor restrictions.

***Net Assets***

The Organization is required to report information regarding its financial position and activities according to classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. Descriptions of the net asset categories included in the Organization's financial statements are as follows:

Unrestricted net assets include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

Temporarily restricted net assets include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

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*(Continued on next page)*

**SECOND START**  
NOTES TO THE FINANCIAL STATEMENTS

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Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2015 and 2014.

***Donated Materials and Services***

Contributed property and equipment is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support.

Contributions of donated noncash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, that are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

There were no donated materials and services at June 30, 2015 and 2014.

***Tax Status***

The Organization is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. *Accounting for Uncertainty in Income Taxes* did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax) for 2012, 2013, and 2014 are subject to examination by the IRS, generally for three years after they are filed.

***Functional Allocation of Expenses***

The costs of providing the various programs and activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Salaries and related expenses are allocated to the various program and supporting services based on actual or estimated time employees spend on each function. The remaining expenses are specifically allocated whenever practical or are allocated based on space utilization.

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*(Continued on next page)*

**SECOND START**  
NOTES TO THE FINANCIAL STATEMENTS

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**C | CONCENTRATION OF RISK**

The Organization maintains cash balances at various financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at most institutions or collateralized by short-term investments. There was no amount of cash uninsured or uncollateralized as of June 30, 2015 and 2014.

**D | ACCOUNTS RECEIVABLE**

Accounts receivable consist of amounts due from Daycare I and II, and revenues due from various school districts for the Alternative High School program.

**E | PROPERTY AND EQUIPMENT**

For the years ended June 30, 2015 and 2014 the balance in property and equipment consisted of the following:

	<u>2015</u>	<u>2014</u>
Building and Improvements	\$ 1,249,601	\$ 1,241,848
Leasehold Improvements	916,644	907,693
Land	210,000	210,000
Furniture and Equipment	<u>612,160</u>	<u>592,842</u>
Total	2,988,405	2,952,383
Less Accumulated Depreciation	<u>(1,662,300)</u>	<u>(1,565,408)</u>
Total Property and Equipment, Net	<u>\$ 1,326,105</u>	<u>\$ 1,386,975</u>

The Organization has use of computers and equipment which are the property of State and Federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense amounted to \$99,930 and \$106,244 for the years ended June 30, 2015 and 2014, respectively.

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**SECOND START**  
NOTES TO THE FINANCIAL STATEMENTS

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**F | COMMITMENTS AND CONTINGENCIES**

***Energy Efficiency Initiative***

In fiscal year 2010, the Organization began an initiative to improve the energy efficiency of both 450 North State Street and the 17 Knight Street building in Concord, New Hampshire. The initiative includes energy improvements, including insulation, new windows, new daycare ceilings, ventilation and lighting, boiler replacement, conversion to electronic thermostats, and appliance replacement at an estimated total cost of \$681,265.

Financial support for the energy efficiency initiative included a Community Development Finance Authority (CDFA) grant of \$343,000. Additional funding was obtained from a Community Development Block Grant (CDBG) in the amount of \$313,265 through the city of Concord, New Hampshire and \$15,000 in cash donations. These grants were completed in 2011. Both grants are restricted to the Organization's energy efficiency initiative. Additionally, in the event the Organization ceases to use the buildings in providing services to low to moderate income populations, both grants will require repayment of a portion of the proceeds. This contingency continues through 2020 and 2030 for the CDFA and CDBG grants, respectively.

***Grant Compliance***

The Organization received funds under various grants. Under the terms of the grants the Organization is required to use the funds within a certain period and for purposes specified by governing laws and regulations. If expenditures were found not to have been made in compliance with laws and regulations, the Organization might be required to repay the funds.

***Contingencies***

The Organization purchased the Garrison School Building in West Concord from the Concord School District with an interest-free loan of \$210,000 payable over twenty-five (25) years. Payments started at \$4,800 and increased \$300 each year thereafter. At the end of the loan, Concord School District has an option to repurchase the property. Imputed interest of 4% is being calculated on the loan as of June 30, 1996 and the remaining balance of the interest contribution is being reported in temporary restricted net assets. The loan was repaid as of June 30, 2013 and the City has released the option to repurchase the property as of June 30, 2014.

**G | LINE OF CREDIT**

The Organization maintains a revolving line of credit agreement with Bank of New Hampshire in the amount of \$600,000, at 0.50% over the Wall Street Journal prime rate, which was 3.75% at June 30, 2015 and 2014. The agreement is collateralized by all business assets of the Organization. The organization had no outstanding balance on the line of credit as of June 30, 2015 and 2014.

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**SECOND START**  
NOTES TO THE FINANCIAL STATEMENTS

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**H | LONG-TERM DEBT**

The Organization's long-term debt consists of the following for the years ended June 30:

	<u>2015</u>	<u>2014</u>
Note payable to the City of Concord, due in monthly installments of \$744, including principal and interest at 3%, payable over 5 years and secured by property.	\$ -	\$ 1,542
Less Current Portion	<u>-</u>	<u>(1,542)</u>
Long-Term Debt Net of Current	<u>\$ -</u>	<u>\$ -</u>

Interest expense was \$88 and \$1,408 for the years ended June 30, 2015 and 2014, respectively.

**I | LEASE AGREEMENTS**

The Organization has entered into a long-term lease agreement for property located at 450 North State Street whereby the Organization has use of the building in return for its upkeep and maintenance. The improvements were capitalized with a five or twenty-year depreciable life. Depreciation expense was \$12,418 and \$11,526 for the years ended June 30, 2015 and 2014, respectively.

**J | NET ASSETS**

Temporarily restricted net assets consisted of United Way funding for 2016 in the amount of \$51,967 and other small private grants of \$25,443 at June 30, 2015. Temporarily restricted net assets consisted of United Way funding for 2015 in the amount of \$31,500 and other small private grants of \$6,100 at June 30, 2014.

**K | BOARD-DESIGNATED NET ASSETS**

Board-designated net assets are designated for capital and other repairs and maintenance projects.

**L | IN-KIND CONTRIBUTIONS**

Many members and other persons have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

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*(Continued on next page)*

**SECOND START**  
NOTES TO THE FINANCIAL STATEMENTS

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**M | RETIREMENT PLAN**

At date of employment with the Organization, all full-time and part-time employees over twenty-one years of age and working more than 1,000 hours per year may contribute a portion of their wages to an Internal Revenue Code Section 403(b) retirement plan. The Organization may contribute to the employee's retirement fund at the Board's discretion. There were no contributions paid by the Organization for the year ended June 30, 2015 and 2014.

**N | SUBSEQUENT EVENTS**

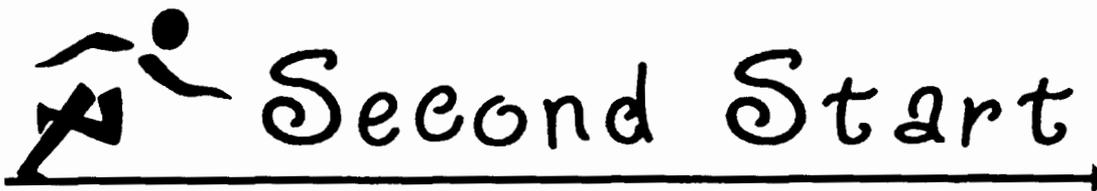
Management has evaluated subsequent events through September 30, 2015, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date. Second Start did not identify any subsequent events that would require disclosure in the financial statements.

**SECOND START**  
**COMBINING SCHEDULE OF SUPPORT AND REVENUES, EXPENSES AND CHANGES IN NET ASSETS**  
**FOR THE YEAR ENDED JUNE 30, 2015**

	General & Building	Special Education	T.E.T. Program	Alternative High School	Student Assistance	Adult Basic Education	Adult Learner	Welcoming Concord	Daycare	Total
<b>SUPPORT AND REVENUES</b>										
Contributions	\$ 5,101	\$ -	\$ -	\$ 26,048	\$ -	\$ -	\$ 161	\$ -	\$ 3,780	\$ 35,090
United Way	-	-	-	9,135	-	28,666	2,900	-	19,473	60,174
Fees from Governmental Agencies	-	271,318	145,218	195,652	139,026	63,173	-	-	-	814,387
Grants from Governmental Agencies	-	-	-	-	79,883	534,195	106,402	-	222,769	943,249
Grants-Private	-	-	-	-	-	-	-	30,000	-	30,000
Private Fees	-	-	-	-	-	-	-	-	855,343	855,343
Miscellaneous	36,578	2,144	-	513	-	13,003	260	-	1,978	54,476
<b>Total Support and Revenues</b>	<b>41,679</b>	<b>273,462</b>	<b>145,218</b>	<b>231,348</b>	<b>218,909</b>	<b>639,037</b>	<b>109,723</b>	<b>30,000</b>	<b>1,103,343</b>	<b>2,792,719</b>
<b>EXPENSES</b>										
<b>Program Services</b>										
Instruction and Student Activities	6,649	230,841	78,420	147,970	179,085	323,148	74,552	2,329	787,166	1,830,160
Staff Development and Professional Fees	147	2,192	538	867	1,814	174,760	805	2,100	4,761	187,984
Other Program Costs	9,661	18,324	18,537	13,876	4,923	31,448	9,782	128	81,295	187,974
Occupancy	-	7,352	2,888	7,156	986	19,375	6,992	0	55,999	80,948
Direct Depreciation	-	12,094	2,306	7,058	404	13,553	4,782	0	34,512	74,709
<b>Total Program Services</b>	<b>16,457</b>	<b>270,803</b>	<b>102,689</b>	<b>177,127</b>	<b>187,212</b>	<b>562,284</b>	<b>96,913</b>	<b>4,557</b>	<b>943,733</b>	<b>2,361,775</b>
<b>Support Services</b>										
General Administrative	-	41,471	16,221	25,772	17,992	89,749	14,657	0	141,464	347,326
<b>Total Support Services</b>	<b>-</b>	<b>41,471</b>	<b>16,221</b>	<b>25,772</b>	<b>17,992</b>	<b>89,749</b>	<b>14,657</b>	<b>0</b>	<b>141,464</b>	<b>347,326</b>
<b>Total Expenses</b>	<b>16,457</b>	<b>312,274</b>	<b>118,910</b>	<b>202,899</b>	<b>205,204</b>	<b>652,033</b>	<b>111,570</b>	<b>4,557</b>	<b>1,085,197</b>	<b>2,709,101</b>
Excess (Deficiency) of Support and Revenues Over Expenses	25,222	(38,812)	26,308	28,449	13,705	(12,996)	(1,847)	25,443	18,146	83,618
Net Assets, Beginning of Year	969,607	(515,475)	21,026	507,762	(4,554)	123,779	(56,365)	-	429,079	1,474,858
<b>Net Assets, End of Year</b>	<b>994,829</b>	<b>(554,287)</b>	<b>47,334</b>	<b>536,211</b>	<b>9,151</b>	<b>110,783</b>	<b>(58,212)</b>	<b>25,443</b>	<b>447,225</b>	<b>\$1,558,476</b>

**SECOND START**  
 COMBINING SCHEDULE OF SUPPORT AND REVENUES, EXPENSES AND CHANGES IN NET ASSETS  
 FOR THE YEAR ENDED JUNE 30, 2014

	General & Building	Special Education	T.E.T. Program	Alternative High School	Student Assistance	Adult Basic Education	Adult Learner	Daycare	Total
<b>SUPPORT AND REVENUES</b>									
Contributions	\$ 4,958	\$ -	\$ -	\$ 18,649	\$ -	\$ 4,093	\$ 150	\$ 50	\$ 27,900
United Way	-	-	-	8,389	-	24,135	2,027	17,717	52,268
Fees from Governmental Agencies	-	283,694	111,163	192,208	71,858	76,523	-	-	735,446
Grants from Governmental Agencies	-	-	-	-	52,798	551,501	104,415	242,591	951,305
Grants-Private	-	-	-	-	-	11,000	-	-	11,000
Private Fees	-	-	-	-	-	-	-	846,380	846,380
Miscellaneous	5,309	-	-	737	680	3,166	40	3,762	13,694
<b>Total Support and Revenues</b>	<b>10,267</b>	<b>283,694</b>	<b>111,163</b>	<b>219,983</b>	<b>125,336</b>	<b>670,418</b>	<b>106,632</b>	<b>1,110,500</b>	<b>2,637,993</b>
<b>EXPENSES</b>									
<b>Program Services</b>									
Instruction and Student Activities	6,391	223,926	80,263	135,982	118,383	331,909	72,541	792,436	1,761,831
Staff Development and Professional Fees	315	2,640	437	1,115	2,581	191,169	732	3,658	202,647
Other Program Costs	3,511	18,285	15,419	14,760	7,010	32,173	10,124	75,877	177,159
Occupancy	-	7,210	2,805	7,210	960	16,368	6,370	33,096	74,019
Direct Depreciation	-	12,782	2,633	7,155	482	17,111	5,247	33,298	78,708
<b>Total Program Services</b>	<b>10,217</b>	<b>264,843</b>	<b>101,557</b>	<b>166,222</b>	<b>129,416</b>	<b>588,730</b>	<b>95,014</b>	<b>938,365</b>	<b>2,294,364</b>
<b>Support Services</b>									
General Administrative	198	38,814	16,775	26,061	10,333	92,048	13,701	129,259	327,189
<b>Total Support Services</b>	<b>198</b>	<b>38,814</b>	<b>16,775</b>	<b>26,061</b>	<b>10,333</b>	<b>92,048</b>	<b>13,701</b>	<b>129,259</b>	<b>327,189</b>
<b>Total Expenses</b>	<b>10,415</b>	<b>303,657</b>	<b>118,332</b>	<b>192,283</b>	<b>139,749</b>	<b>680,778</b>	<b>108,715</b>	<b>1,067,624</b>	<b>2,621,553</b>
Excess (Deficiency) of Support and Revenues Over Expenses	(148)	(19,963)	(7,169)	27,700	(14,413)	(10,360)	(2,083)	42,876	16,440
<b>Net Assets, Beginning of Year</b>	<b>969,755</b>	<b>(495,512)</b>	<b>28,195</b>	<b>480,062</b>	<b>9,859</b>	<b>134,139</b>	<b>(54,282)</b>	<b>386,203</b>	<b>1,458,418</b>
<b>Net Assets, End of Year</b>	<b>\$ 969,607</b>	<b>\$ (515,475)</b>	<b>\$ 21,026</b>	<b>\$ 507,762</b>	<b>\$ (4,554)</b>	<b>\$ 123,779</b>	<b>\$ (56,365)</b>	<b>\$ 429,079</b>	<b>\$ 1,474,858</b>



[www.second-start.org](http://www.second-start.org)

17 Knight Street  
Concord, NH 03301  
603-228-1341

Adult Basic Education

Adult Learner Services  
Tutorial Program

High School  
Equivalency Testing  
Center

English for Speakers  
of other Languages

First Start Children's  
Center

450 North State Street  
Concord, NH 03301  
603-225-3318

The Alternative  
High School

Consulting Services

Student Assistance  
Program

Transitional Employment  
and Training

## Second Start Board of Directors

Deb Shea

Dodd Griffith

George Pangakis

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Member since 2012

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Member since 2008

Member since 2008

Member since 2012

Member since 2012

Member since 2015

Member since 2016

Member since 2016

Member since 2016



A United Way Agency

## **Julie Ann Green**

WORK: (603) 225-3318

### **EMPLOYMENT**

08/16 to Present	<u>Student Assistance Program Counselor</u> Second Start, Concord NH
2015 to 2016	<u>Clinical Mental Health Intern</u> Cypress Center, Manchester, NH
2012 to 2015	<u>Admissions Coordinator</u> Spaulding Youth Center, Northfield, NH
2008 to 2012	<u>Individual Case Worker</u> <u>ISO Case Manager- Permanency Solutions Program</u> Child and Family Services of NH, Concord, NH
2007 to 2008	<u>Prevention Specialist</u> <u>Program Coordinator of the Girls' Program Center</u> YWCA of Manchester, Manchester NH
2005 to 2007	<u>Residential Counselor/Charge Staff/Recovery</u> Antrim Girls Shelter, Antrim, NH
2004 to 2007	<u>In-Home Support/ Respite Provider</u> Community Bridges, Bow, NH

### **EDUCATION**

2016	Master of Science in Mental Health Counseling (Licensure Track), New England College, Henniker, NH
2007	Bachelor of Arts Degree in Education Studies, Bachelor of Arts Degree in Sociology, New England College, Henniker, NH

### **REFERENCES**

Available on Request

# **Aimee Young Tucker**

WORK: (603) 225-3318

## **EMPLOYMENT**

- 10/16 to Present     Student Assistance Program Counselor  
Second Start, Concord NH
- 04/14 to 10/16     Clinical Case Manager Windsor County DUI Treatment Docket  
Health Care and Rehabilitation Services  
of Southeastern Vermont, Bellows Falls VT
- 09/15 to 08/16     Clinical Mental Health Counselor Intern  
Health Care and Rehabilitation Services  
of Southeastern Vermont, Bellows Falls VT
- 09/13 to 04/14     AMHAS Case Manager  
Health Care and Rehabilitation Services  
of Southeastern Vermont, Bellows Falls VT
- 6/10 to 9/13        Child and Family Case Manager  
Health Care and Rehabilitation Services  
of Southeastern Vermont, Bellows Falls VT
- 05/08 to 05/10     Social Worker on Med/Surg and Newport Health Center  
New London Hospital Association, New London NH

## **EDUCATION**

- 2016                    Master of Science in Clinical Mental Health Counseling,  
New England College, Henniker, NH
- 1998                    Bachelor of Science Degree in Social Work,  
University of Vermont, Burlington, VT

## **CERTIFICATION**

- 2016                    Moral Reconciliation Therapy (MRT) Certification
- 2014                    AAP Certification

## **REFERENCES**

Available on Request

**Kimberly B. Haley, MSW, LADAC**

WORK: (603) 225-3318

**EMPLOYMENT**

08/06 to Present	<u>Student Assistance Program Coordinator</u> Second Start, Concord NH
08/88 to 08/06	<u>Student Assistance Program Counselor</u> Second Start, Concord, NH
09/97-1998	<u>MSW Intern</u> NH Catholic Charities, Laconia, NH
09/86-10/87	<u>Youth Counselor at Anna Philbrook Ctr.</u> NH Department of Health & Human Services, Division for Children, Youth & Families, Concord, NH
Expires 09/14 Expires 12/13	<u>Certifications</u> Certified Prevention Specialist New Hampshire Master Licensed Alcohol and Drug Abuse Counselor (MLADAC)

**EDUCATION**

1986	Bachelor of Science Degree in Home Economics, Keene State College, Keene, NH
1999	University of New Hampshire, Durham, NH Masters in Social Work

**REFERENCES**

Available on Request

ORIGINAL

# INTERNATIONAL CERTIFICATION & RECIPROCITY CONSORTIUM

*This certificate signifies that*

**Kimberly B. Haley**

*has met international standards in knowledge, skills  
and professional competencies by attaining an*

**IC&RC CERTIFIED PREVENTION SPECIALIST**

*as attested to by*



**THE PREVENTION CERTIFICATION BOARD OF NEW HAMPSHIRE**

*David Stupin*

IC&RC President

September 10, 2010

Date of Issue

September 10, 2018

Valid Through

JAMES B. SNODGRASS

WORK:(603) 228-1341

**EMPLOYMENT**

05/75 to Present

Executive Director  
Second Start, Concord, NH

09/74 to 05/75

Resident Counselor  
Franklin Pierce College,  
Rindge, NH

01/72 to 06/73

Teacher  
Services for Education and  
Rehabilitation in Addiction  
1065 University Avenue  
Bronx, NY

**EDUCATION**

1973 to 1974

Antioch Graduate School, 1 Elm Street, Keene,  
NH, M. Ed. Administration

Assistant to Director of Admissions and Work  
Study Coordinator

1967 to 1971

Miami University, Oxford, Ohio  
B.S. in Education, Major in Political Science

**CERTIFICATION**

Social Studies Teacher, Grades 7-12, State of New Hampshire

Administration and Supervision, State of New Hampshire

**REFERENCES**

Available on Request

**Second Start**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Vacant (HDMS)	SAP Counselor	\$40,320	75%	\$30,240
Julie Green (Rundlett CSD)	SAP Counselor	\$43,200	75 %	\$32,400
Aimee Tucker (CHS)	SAP Counselor	\$44,640	75 %	\$33,480
Kim Haley	Supervisor	\$65,000	0%	\$0