



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4501 1-800-852-3345 Ext. 4501
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Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

November 18, 2014

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

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** agreement with United Way of Massachusetts Bay, Inc., d/b/a United Way of Greater Seacoast, Vendor #154476-B002, 51 Sleeper Street, Boston, MA 02210, in an amount not to exceed \$25,000, to provide community health improvement planning and substance use disorder planning services, to be effective the date of Governor and Council approval through June 30, 2015.

100% Federal Funds

Funds are available in the following accounts for SFY 2015 with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF COMMUNITY BASED CARE SERVICES, BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Prog Svc	49156502	15,000
			Sub-Total	\$15,000

05-95-90-903010-7966 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, PUBLIC HEALTH LABORATORIES

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Prog Svc	90001022	10,000
			Sub-Total	\$10,000
			Total	\$25,000

EXPLANATION

This submission is a **sole source** request because the Town of Exeter, the original vendor that was covering the Seacoast area, has notified the Department that it would not execute an amendment

to its current contract for these services. The United Way of Massachusetts Bay, Inc., d/b/a United Way of Greater Seacoast has been successfully performing related substance misuse prevention services in the Seacoast area through a subcontract with the Town of Exeter for the past year, therefore the Department is requesting approval of this **sole source** agreement. This change in vendor is also supported by the Greater Seacoast Public Health Advisory Council, which was established under the original contract.

The Division of Public Health Services is providing funding for the development of Community Health Improvement Plans that are aligned with the priorities established in the State Health Improvement Plan published in 2013. Each contractor will work with members of their respective Regional Public Health Advisory Council to develop regional goals and objectives to improve the health of their communities. This work will result in a coordinated and focused effort among regional partners to implement complementary activities to address key health problems.

The Bureau of Drug and Alcohol Services, Division of Community Based Care Services is providing funding to convene subject matter experts, consisting of local healthcare providers and other professionals within the continuum of services to form a workgroup to educate members of the Regional Public Health Advisory Council on the impacts of substance use disorders. This work is intended to continue in the next biennium with the development of Resiliency and Recovery Oriented System of Care across the continuum of prevention, treatment, and recovery in each of the thirteen designated public health regions.

Should Governor and Executive Council not authorize this Request, both public health and substance misuse services will be less coordinated and comprehensive in the thirteen public health regions. Developing a strong, regionally-based infrastructure to convene, coordinate, and facilitate an improved systems-based approach to addressing these health issues will, over time, reduce costs, improve health outcomes, and reduce health disparities.

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

Community Health Improvement Planning

- Completion and approved work plan within one month of the approved contract.
- Publication of a Community Health Improvement Plan that addresses at least five of the priority health topics identified in the NH State Health Improvement Plan.

Substance Use Disorders and Resiliency and Recovery Oriented Systems of Care

- Completion and approved work plan within one month of the approved contract.
- Number of subject matter experts, from across the continuum of services, recruited and served on the workgroup.
- Number of educational resources related to deliverables listed in 1:2 developed, identified, and disseminated.
- Number of, content and attendance of the following:
 - Educational meetings related to the impact of substance use disorders;
 - Resource sharing meetings related to substance use disorders;
 - Educational meeting on Resiliency and Recovery Oriented System of Care;
 - Education on the continuum care services: environmental strategies, prevention, intervention, treatment and recovery;

- The Center of Excellence webinar on “Elements of a comprehensive system to preventing, treating and recovering from substance use disorders”.
- Convene Public Health Advisory Committee and identify what constitutes a comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.
- Submitted documentation for the vision of this comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.

Area served: Brentwood, East Kingston, Epping, Exeter, Fremont, Greenland, Hampton, Hampton Falls, Kensington, Kingston, New Castle, Newfields, Newington, Newmarket, Newton, North Hampton, Nottingham, Portsmouth, Raymond, Rye, Seabrook, South Hampton, and Stratham.

Source of Funds: 100% Federal Funds from US Centers for Disease Control and Prevention and the Substance Abuse and Mental Health Services Administration.

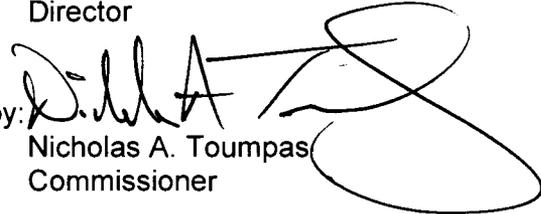
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

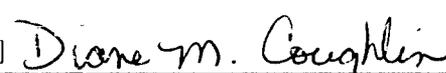
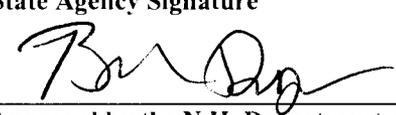
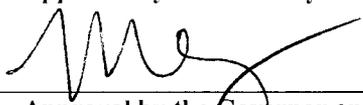
Subject: Regional Public Health Network Services

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 Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name United Way of Massachusetts Bay, Inc. d/b/a United Way of the Greater Seacoast		1.4 Contractor Address 51 Sleeper Street Boston, MA 02210	
1.5 Contractor Phone Number 603-373-9106	1.6 Account Number 05-95-49-491510-2988-102-500734,05-95-90- 903010-2988-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$25,000
1.9 Contracting Officer for State Agency Brook Dupee, Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Patricia A. Latimore, CFO	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Suffolk</u> On <u>11/5/14</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 Diane M. Coughlin, Notary 11/5/14 Commission Ends 4/17/2020			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brook Dupee, Bureau Chief	
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) By:  Megan A. Yapple, Attorney On: 12/4/14			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials: PAZ
Date: 11/5/14

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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

Contractor Initials: PAZ
Date: 11/5/14

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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: PAZ
Date: 11/5/14



Exhibit A

SCOPE OF SERVICES

1. Required Services

The Contractor shall:

A. Community Health Improvement Planning

Consistent with the responsibilities of the Public Health Advisory Council (PHAC) established under the original agreement:

- 1.1 Collaborate with the PHAC to determine whether a regional Community Health Improvement Plan has been published within the prior 3 years that has the following elements:
 - 1.1.1 Is based on data that assessed key public health issues;
 - 1.1.2 Is the result of a collaborative effort among key regional public health partners
 - 1.1.3 Set priorities for action by regional partners
- 1.2 Determine which of following best describes the current status of a regional Community Health Improvement Plan:
 - 1.2.1 No plan exists that meets the criteria in section 1.1 above.
 - 1.2.2 A plan exists that meets the criteria in section 1.1 above.
- 1.3 Based on that determination, the Public Health Advisory Council shall conduct:
 - 1.3.1 In regions that meet the criteria in item 1.2.1 the contractor shall convene and facilitate a regional process to develop and publish a Community Health Improvement Plan that meets the criteria described in item 1.1, and includes priorities related to at least five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2 In regions that meet the criteria in item 1.2.2. the contractor shall determine the degree of alignment between the priorities included in the Community Health Improvement Plan and the New Hampshire State Health Improvement Plan published by the Division of Public Health Services That plan is available at: <http://www.dhhs.nh.gov/dphs/documents/nhship2013-2020.pdf>
 - 1.3.2.1 When the Community Health Improvement Plan includes priorities related to fewer than five of the Priority Areas identified in the State Health Improvement Plan, the contractor shall collaborate with the Public Health Advisory Council to develop additional regional priorities that address specific objectives and recommended actions that are identified in the State Health Improvement Plan in order to expand the existing plan in order to address at least five of Priority Areas, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2.2 When the Community Health Improvement Plan includes priorities related to more than five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs, the contractor shall collaborate with the Public Health Advisory Council to:
 - 1.3.2.3 Consider whether additional priorities should be added to the Community Health Improvement Plan and, when a determination is



Exhibit A

- made to do so, develop the new regional priorities to address specific objectives and recommended actions that are identified in the State Health Improvement Plan. This includes the setting of region-specific objectives based on the statewide objectives.
- 1.3.2.4 When no additional priorities are needed, take action to implement an intervention from the existing Plan.
 - 1.4 Activities to develop, update, or revise a Community Health Improvement Plan shall be done in accordance with guidance to be issued by the Division of Public Health Services.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

These funds are to support planning for the development of organizational structures needed within each of the Regional Public Health Networks to study and develop capacity for a seamless substance misuse continuum of care approach that includes: environmental strategies, prevention, early intervention, treatment and recovery support services. Activities will include training, education, and orientation for Public Health Advisory Councils in substance misuse and the progression of substance use disorders and its effect on individuals, families, and communities, including financial impact. This work will include outlining a comprehensive approach to address the misuse of alcohol and drugs within a Resiliency and Recovery Oriented System of Care context.

Building on information from the Regional Continuum of Care Roundtables, and using local expertise as much as possible, the Contractor will develop and implement a work plan to:

- 1.1 Recruit and convene subject matter experts, consisting of local healthcare providers and other professionals within the continuum of services to form a workgroup who will help plan, implement and facilitate these deliverables within Resiliency and Recovery Oriented Systems to educate the Public Health Advisory Council about an integrated/collaborative continuum of care Substance Use Disorder strategies and services.
- 1.2 Provide education, training and information to Public Health Advisory Council on the impact of the misuse of alcohol and drugs to help members:
 - 1.2.1 Understand the nature of substance use disorders;
 - 1.2.2 Learn about the impact of substance use disorders on individuals, families and communities;
 - 1.2.3 Increase their knowledge of the financial impact of substance use disorders – at the state level, community level, and community sector level;
 - 1.2.4 Understand the relationship between, and integration of, healthcare and behavioral health, and its relationship to misuse of substances and substance use disorders;
 - 1.2.5 Learn about the components of Resiliency and Recovery Oriented Systems of Care what they do, and the interrelationship with:
 - 1.2.5.1 Environmental strategies
 - 1.2.5.2 Prevention services
 - 1.2.5.3 Intervention services
 - 1.2.5.4 Treatment services
 - 1.2.5.5 Recovery support services
- 1.3 Discover, understand and envision a comprehensive approach to preventing, treating and recovering from substance use disorders.
 - 1.3.1 Connect with and recruit representatives from Community Health Centers, hospital networks and local primary care so that they can provide information to the Public Health Advisory Council on the integration of healthcare and



Exhibit A

- behavioral health, e.g. Screening and Brief Intervention and Referral to Treatment and other evidenced informed practices;
- 1.3.2 Work with Substance Misuse Prevention Coordinator and local prevention coalitions to present information on prevention to the Public Health Advisory Council and the role prevention plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
- 1.3.3 Connect with and recruit representatives from intervention/treatment providers to provide information on treatment to the Public Health Advisory Council, and the role intervention/treatment plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
- 1.3.4 Connect with and recruit representatives from the recovery community to provide information on recovery and recovery supports to the Public Health Advisory Councils, and the role recovery supports play in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
- 1.3.5 Familiarize the Public Health Advisory Council with the "Misuse of Alcohol and Drugs" section of the State Health Improvement Plan to prepare them for the development of the Community Health Improvement Plan described in the section above.
- 1.3.6 The Center for Excellence, a technical assistance contractor to the Bureau of Drug and Alcohol Services, will provide materials and host a webinar on elements of a comprehensive system in environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders.

2. Deliverables Schedule

2.1. Compliance Requirements

- 1. 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, the Contractor must 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 10 days of the contract effective date.

2.2. Reporting Requirements

- 1. Submit quarterly progress reports by completing additional sections that are added to the existing Survey Monkey report used to report on Public Health Advisory Council activities.

2.3. Performance Measures

A. Community Health Improvement Planning

- 1. Completion and approved work plan within one month of the approved contract.
- 2. Publication of a Community Health Improvement Plan that addresses at least five of the priority health topics identified in the NH State Health Improvement Plan.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

- 1. Completion and approved work plan within one month of the approved contract.



Exhibit A

2. Number of subject matter experts, from across the continuum of services, recruited and served on the workgroup.
3. Number of educational resources related to deliverables listed in 1:2 developed, identified, and disseminated.
4. Number of, content and attendance of the following:
 - 4.1 Educational meetings related to the impact of substance use disorders;
 - 4.2 Resource sharing meetings related to substance use disorders;
 - 4.3 Educational meeting on Resiliency and Recovery Oriented System of Care;
 - 4.4 Education on the continuum care services: environmental strategies, prevention, intervention, treatment and recovery;
 - 4.5 The Center of Excellence webinar on "Elements of a comprehensive system to preventing, treating and recovering from substance use disorders".
 - 4.6 Convene Public Health Advisory Council and identify what constitutes a comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.
 - 4.6.1 Submitted documentation for the vision of this comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.



Exhibit B

Method and Conditions Precedent to Payment

1) Funding Sources:

a. \$15,000 = 100% federal funds from the Substance Abuse and Mental Health Services, CFDA # 93.959, Federal Award Identification Number (FAIN); TI010035-14, SFY 2015;

b. \$10,000 = 100% federal funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037, SFY 2015.

\$25,000 Total

2) The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

a. Payment for said services shall be made as follows:

The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. 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. The final invoice shall be due to the State no later than thirty (30) days after the contract Completion Date.

b. The invoice must be submitted to:

Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.state.nh.us

3) This is a cost-reimbursement contract. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in Exhibit B-1 – SFY 2015 Budgets, and reimbursement shall be made monthly based on actual costs incurred during the previous month. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State. DHHS funding may not be used to replace funding for a program already funded from another source.

4) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred upon compliance with reporting requirements and performance and utilization review. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.

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Exhibit B

- 5) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.
- 6) The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.
- 7) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B – Methods and Conditions Precedent to Payment_Contractor Initials

PAL

11/5/14

Exhibit B-1 - Budget

New Hampshire Department of Health and Human Services

United Way of Massachusetts Bay, Inc., dba
Bidder/Contractor Name: United Way of the Greater Seacoast

Budget Request for: Regional Public Health Network
(Name of RFP)

Budget Period: SFY 2015 (Date of G&C Approval through 6/30/15)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 14,598.39	\$ -	\$ 14,598.39	
2. Employee Benefits	\$ 1,651.61	\$ -	\$ 1,651.61	
3. Consultants	\$ 2,500.00	\$ -	\$ 2,500.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 400.00	\$ -	\$ 400.00	
6. Travel	\$ 750.00	\$ -	\$ 750.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ 1,000.00	\$ -	\$ 1,000.00	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,000.00	\$ -	\$ 1,000.00	
11. Staff Education and Training	\$ 600.00	\$ -	\$ 600.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ 2,500.00	\$ 2,500.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 22,500.00	\$ 2,500.00	\$ 25,000.00	

Indirect As A Percent of Direct

11.1%

Contractor Initials: PAL

Date: 11/5/14



SPECIAL PROVISIONS

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

PHC
Date *11/5/14*



- 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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Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

3. Insurance

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and umbrella excess liability coverage in the amount of \$1,000,000 per occurrence.

4. Audit

Paragraph 9 of Exhibit C Special Provisions of this contract is deleted and the following paragraph is added: Contractor shall submit an annual audit to the Department not later than 120 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.



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

PAZ
11/5/14



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

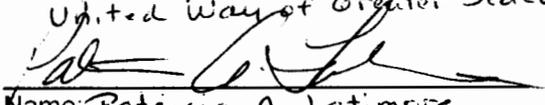
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements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

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

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

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

11/5/14
Date

Contractor Name:
United Way of Massachusetts Bay, Inc d/b/a
United Way of Greater Seacoast

Name: Patricia A. Latimore
Title: CFO



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):

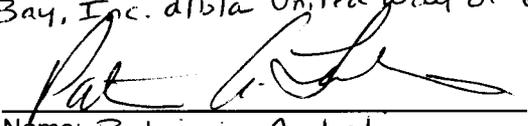
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

11/5/14
Date

Contractor Name: *United Way of Massachusetts Bay, Inc. db/a United Way of Greater Seacoast*

Name: *Patricia A. Latimore*
Title: *CEO*



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

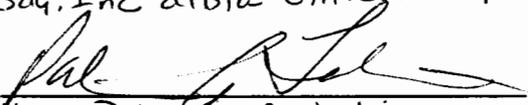
PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

11/5/14
Date

Contractor Name: United Way of Massachusetts Bay, Inc dba United way of Greater Seacoast

Name: Patricia A. Latimore
Title: CFO

Contractor Initials PLC
Date 11/5/14



**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

PAC

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

Date

11/5/14

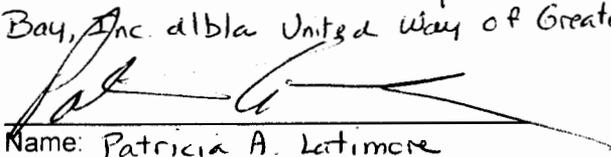


In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for 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.

11/5/14
Date

Contractor Name: United Way of Massachusetts Bay, Inc. dba United Way of Greater Seacoast

Name: Patricia A. Letimore
Title: CFO



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: *United Way of Massachusetts Bay, Inc. aka United Way of Greater Seacoast*

11/5/14

Date

[Signature]

Name: *Patricia A. Latimore*
Title: *CFO*

DLA
Contractor Initials
Date *11/5/14*



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.

PAK

11/5/14



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.

STATE OF NH - DHHS
 The State
[Signature]
 Signature of Authorized Representative
Brook Dupce
 Name of Authorized Representative
Bureau Chief
 Title of Authorized Representative
11/21/14
 Date

UNITED WAY OF MASSACHUSETTS BAY, INC.
D/B/A UNITED WAY OF THE GREATER SEACOAST
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
PATRICIA A. LATIMORE
 Name of Authorized Representative
CHIEF FINANCIAL OFFICER
 Title of Authorized Representative
11/5/14
 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: *United Way of Massachusetts Bay, Inc. aka United Way of Greater Seacoast*

Date 4/5/14

Name:
Title:



FORM A

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

1. The DUNS number for your entity is: 043397785

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:

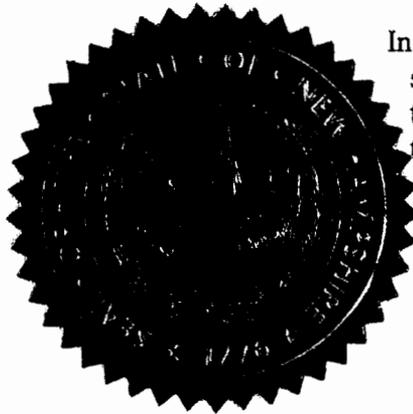
Name: _____	Amount: _____

Contractor Initials MAJ
Date 11/5/14

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 United Way of the Greater Seacoast is a New Hampshire trade name registered on July 6, 2009 and that United Way of Massachusetts Bay Inc. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of October, A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Michael Durkin, of the United Way of Massachusetts Bay, Inc., d/b/a United Way of Greater Seacoast, do hereby certify that:

1. I am the duly elected President and CEO/Assistant Secretary of the United Way of Massachusetts Bay, Inc., d/b/a United Way of Greater Seacoast;
2. The following is a true copy of an excerpt from the Bylaws of the corporation:

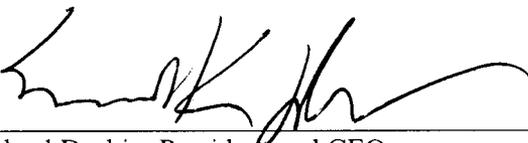
PER THE BYLAWS: Section 4.5. Treasurer. The treasurer shall, subject to the direction and control of the board of directors, have general charge of the financial affairs of the corporation and the care and custody of its funds, securities and valuable papers, except his own bond, if any is required, and except records and documents required hereby or by vote of the directors to be kept by some other person. If required by vote of the board of directors, he shall give bond in such form and with such sureties as the board of directors may require. He shall keep or cause to be kept accurate books of account available at all reasonable times for inspection by any director. He shall also prepare or oversee the preparation of all reports and filings required by the Commonwealth of Massachusetts, the Internal Revenue Service, and other governmental agencies. He shall have power to endorse for deposit or collection all notes, checks, drafts, and other obligations and orders for the payment of money to the corporation, and to accept drafts on its behalf. If at any time the treasurer is absent or unable to serve, the assistant treasurer, if one shall have been elected, shall have all of the powers given to the treasurer by these Bylaws In accordance with the by-laws, the Treasurer of this corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with other entities. **If at any time the Treasurer is absent or unable to serve, the Assistant Treasurer, if one shall have been elected, shall have all of the powers given to the treasurer by these Bylaws**

The following is a true resolution duly adopted at a meeting of the Board of Directors of the corporation, duly held on June 12, 2014;

RESOLVED: That the Patricia Latimore, Chief Financial Officer, is elected Assistant Treasurer of the corporation to serve commencing July 1, 2014, in accordance with the Bylaws, until the next annual meeting of the Board of Directors.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of November 18 2014.

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Treasurer of the corporation this 18 day of November, 2014.



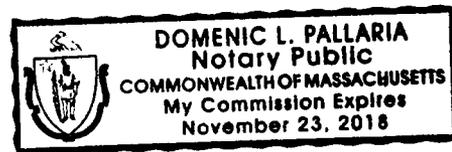
Michael Durkin, President and CEO

STATE OF MA
COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me this 18 day of November, 2014 by Michael Durkin.



Notary Public
My Commission Expires: 11/23/18



Financial Statements

United Way of Massachusetts Bay, Inc.

June 30, 2013 and 2012



Mayer Hoffman McCann P.C.
Tofias New England Division
An Independent CPA Firm

UNITED WAY OF MASSACHUSETTS BAY, INC.

Financial Statements

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The logo consists of the letters 'MHM' in a white, bold, sans-serif font, centered within a solid black square.

Mayer Hoffman McCann P.C.
Tofias New England Division
An Independent CPA Firm

500 Boylston Street ■ Boston, MA 02116
Tel: 617.761.0600 ■ Fax: 617.761.0601 ■ www.cbiztofias.com

Independent Auditors' Report

The Board of Directors
United Way of Massachusetts Bay, Inc.
Boston, Massachusetts

Management's Responsibility for the Financial Statements

We have audited the accompanying financial statements of United Way of Massachusetts Bay, Inc. ("UWMB"), which comprise the statement of financial position as of June 30, 2013, and the related statement of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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



MHM

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of United Way of Massachusetts Bay, Inc. as of June 30, 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the United Way of Massachusetts Bay, Inc.'s 2012 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 15, 2012. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2012 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Mayer Hoffmann McCanna P.C.

November 21, 2013
Boston, Massachusetts

UNITED WAY OF MASSACHUSETTS BAY, INC.

Statement of Financial Position

June 30, 2013

(with comparative totals for 2012)

	2013			2012	
	<i>Unrestricted</i>	<i>Temporarily Restricted</i>	<i>Permanently Restricted</i>	<i>Total</i>	<i>Total</i>
Assets					
Current assets:					
Cash and cash equivalents	\$ 969,116	\$ 771,920	\$ -	\$ 1,741,036	\$ 3,911,512
Contributions receivable, net	-	14,131,539	-	14,131,539	14,537,528
Grants receivable	-	384,976	-	384,976	824,000
Other current assets	209,497	147,311	-	356,808	225,185
Investments	<u>35,814,686</u>	<u>4,857,981</u>	<u>5,585,953</u>	<u>46,258,620</u>	<u>44,319,444</u>
Total current assets	36,993,299	20,293,727	5,585,953	62,872,979	63,817,669
Property and equipment, net	2,527,797	-	-	2,527,797	3,429,391
Investments in perpetual trusts	-	-	5,071,327	5,071,327	4,788,180
Other assets	<u>134,579</u>	<u>451,788</u>	<u>-</u>	<u>586,367</u>	<u>873,935</u>
Total assets	\$ <u>39,655,675</u>	\$ <u>20,745,515</u>	\$ <u>10,657,280</u>	\$ <u>71,058,470</u>	\$ <u>72,909,175</u>
Liabilities					
Accounts payable and accrued expenses	\$ 2,043,616	\$ 203,000	\$ -	\$ 2,246,616	\$ 1,466,495
Program initiatives payable	1,660,583	-	-	1,660,583	3,493,799
Donor designations payable	-	4,792,193	-	4,792,193	5,846,676
Deferred revenue	<u>-</u>	<u>133,520</u>	<u>-</u>	<u>133,520</u>	<u>190,394</u>
Total current liabilities	3,704,199	5,128,713	-	8,832,912	10,997,364
Deferred lease incentive	972,681	-	-	972,681	1,060,253
Deferred rent and other	<u>879,804</u>	<u>75,000</u>	<u>-</u>	<u>954,804</u>	<u>1,068,014</u>
Total liabilities	<u>5,556,684</u>	<u>5,203,713</u>	<u>-</u>	<u>10,760,397</u>	<u>13,125,631</u>
Net Assets					
General operations	17,188,957	-	-	17,188,957	16,648,106
Property and equipment	2,527,797	-	-	2,527,797	3,429,391
Designated by the Board of Directors:					
Stabilization fund	301,220	-	-	301,220	278,793
Endowment fund	4,539,515	4,857,981	-	9,397,496	8,935,691
Program allocation reserves	9,541,502	9,543,644	-	19,085,146	19,140,901
Donor restricted:					
Endowment fund	-	-	5,585,953	5,585,953	5,568,743
Perpetual trusts and other	<u>-</u>	<u>1,140,177</u>	<u>5,071,327</u>	<u>6,211,504</u>	<u>5,781,919</u>
Total net assets	<u>34,098,991</u>	<u>15,541,802</u>	<u>10,657,280</u>	<u>60,298,073</u>	<u>59,783,544</u>
Total liabilities and net assets	\$ <u>39,655,675</u>	\$ <u>20,745,515</u>	\$ <u>10,657,280</u>	\$ <u>71,058,470</u>	\$ <u>72,909,175</u>

UNITED WAY OF MASSACHUSETTS BAY, INC.

Statement of Activities

Year Ended June 30, 2013
(with comparative totals for 2012)

	2013			2012	
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Total
Public support:					
Donor contributions	\$ -	\$ 38,793,357	\$ -	\$ 38,793,357	\$ 41,347,475
Grant revenue	3,504,129	509,857	-	4,013,986	4,981,042
In-kind revenue and other income	451,574	132,406	-	583,980	359,597
Gross total public support	3,955,703	39,435,620	-	43,391,323	46,688,114
Less:					
Provision for uncollectible pledges	-	(1,792,794)	-	(1,792,794)	(2,002,357)
Designations, net of service fees	(142,500)	(9,162,972)	-	(9,305,472)	(8,135,035)
Net total public support	3,813,203	28,479,854	-	32,293,057	36,550,722
Appropriated investment income	1,647,752	489,969	-	2,137,721	2,227,232
Net assets released from restriction	29,969,482	(29,969,482)	-	-	-
Total public support	35,430,437	(999,659)	-	34,430,778	38,777,954
Distributions and expenses:					
Agency allocations and other distributions	19,140,901	-	-	19,140,901	22,388,248
Grant expenses	3,600,665	-	-	3,600,665	4,656,640
Total distributions	22,741,566	-	-	22,741,566	27,044,888
Functional expenses:					
Community services	5,331,964	-	-	5,331,964	4,985,762
Fundraising	5,970,349	-	-	5,970,349	5,754,076
Management and general	2,274,451	-	-	2,274,451	1,607,314
Total functional expenses	13,576,764	-	-	13,576,764	12,347,152
Total distributions and expenses	36,318,330	-	-	36,318,330	39,392,040
Distributions and expenses in excess of public support	(887,893)	(999,659)	-	(1,887,552)	(614,086)
Endowment, investment and other activities, net amounts appropriated for operations:					
Investment income, net of appropriated amounts	2,528,826	40,027	-	2,568,853	(1,402,766)
Bequests and charitable gift annuities	96,837	(438)	17,649	114,048	81,175
Perpetual trust income	113,287	-	-	113,287	87,564
Gain (loss) on investments in perpetual trusts	-	-	283,147	283,147	(221,985)
Loss on disposal of software	(677,254)	-	-	(677,254)	-
Total increase (decrease) from endowment, investment and other activities	2,061,696	39,589	300,796	2,402,081	(1,456,012)
Increase (decrease) in net assets	1,173,803	(960,070)	300,796	514,529	(2,070,098)
Net assets, beginning of year	32,925,188	16,501,872	10,356,484	59,783,544	61,853,642
Net assets, end of year	\$ 34,098,991	\$ 15,541,802	\$ 10,657,280	\$ 60,298,073	\$ 59,783,544

UWMB, INC d/b/a United Way of the Greater Seacoast.

Founded in 1935, United Way of Massachusetts Bay and Merrimack Valley ("United Way", "UWMB") is advancing the common good in our region by providing help today in ways that strengthen tomorrow. Our work ensures that children are ready to learn when they enter school, stay engaged in learning and graduate able to compete, and are nurtured by families that have the financial stability to support both their basic needs and future success. Governed by an executive team and a 49 member Board of Directors, UWMB currently serves 134 cities and towns across Eastern Massachusetts, seacoast New Hampshire and southern Maine. Eighteen cities and towns have been identified for prioritized investment: Boston, Cambridge, Chelsea, Everett, Haverhill, Lawrence, Lowell, Lynn, Malden, Medford, Peabody, Quincy, Randolph, Revere, Salem, Somerville, Waltham, and Weymouth. These are communities that, based on a comparative analysis of community-level statistics with statewide and national averages, rank as the most distressed in the highest number of indicators, including: percent of families living at or below 130% of the poverty level, unemployment rate, failing MCAS rate, grade failure rate, youth drop-out rate, juvenile crime rate, abuse/neglect report rate, teen birth rate, number of students in Special Education programs, and number of students with limited English proficiency. A number of these communities are also home to large immigrant populations, and have been designated "Gateway Cities" by the Commonwealth of Massachusetts. Forging and sustaining partnerships among key stakeholders has always been a core component of UW's overall approach to achieving our agenda. For over 75 years, we have convened partner agencies, other practitioners, business leaders, funders and community members to develop and support efforts that are aligned with our shared vision and that contribute to targeted outcomes. Moreover, UWMB fosters the mutual exchange of research and best practices, so that proven strategies shape its work and the work of partner agencies, and that all perform to achieve measurable objectives and accountability, with a consistent focus on improving the quality of life across the region. The UWMB mission is to bring communities together to help improve people's lives and strengthen the neighborhoods in our region. UWMB embraces three core principles designed to foster productive, engaged citizens (and by extension, communities): 1) effectively and efficiently lead the effort to produce and measure positive community impact; 2) generate the financial resources needed to achieve positive community impact; and 3) empower and mobilize communities for lasting, positive change.

UWMB agencies have always been critical partners. The combination of UW's flexible resources and agencies' ingenuity, dedication and resourcefulness, generates meaningful positive impacts on a range of complex and ever-changing social challenges. UWMB recently completed a stringent allocations review for the 2015-2017 funding cycle, with targeted short- and long-term outcomes for specific goals:

1. Children and youth develop on track and develop positive self-concept/identity
2. Children and youth enter schools ready to learn, succeed in school and graduate
3. Youth and adults develop the academic and employment skills they need to succeed in the 21st century
4. Adults get, or advance into, good jobs
5. Adults are able to manage their expenses, to acquire assets, and to be financially stable
6. Adults and families have safe, affordable housing.

To achieve our allocations goals, UW offers unrestricted funds to agencies that provide economically disadvantaged populations with a range of high-quality services, proven to yield targeted impacts. UW also provides partner agencies with technical assistance, chances to engage with professionals and other volunteers interested in supporting their work, and information about emerging promising practices, all of which enhance their capacity to deliver effective services.

United Way of Massachusetts Bay, Inc., d/b/a United Way of the Greater Seacoast
Board of Directors (As of July 1st 2014)

A

Arvelo, Wildolfo
President
Great Bay Community College
Awad, Dewey J.
Managing Director
Bain Capital/ Brookside Capital

B

Immediate Past Chair of the Board
Bacic, William K.
New England Managing Partner
Deloitte & Touche USA LLP
Barajas, Phyllis
Executive Director
Conexion
Beal, Robert L.
President
Related Beal
Chair, Investment Committee
Bodman, Taylor S.
Partner
Brown Brothers Harriman
Brown, Ivy L.
District Manager
UPS – Northeast District
Bryson, Polly
Principal
Terra Nova Partners, LLC

C

Carter, Jacques
Assistant Professor of Medicine
Harvard Medical School
Beth Israel Deaconess Medical Center
Case, Amy
Managing Director
Case Strategy, LLC
Chair, Community Impact Committee
Catchings, Phil
Connelly, Timothy J.
Partner
Brown Brothers Harriman & Co
Chair, Resource Development Committee
Cooper, Janet

D

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Dreyfus, Andrew
President & CEO
Blue Cross Blue Shield of Massachusetts

Doughty, Michael

President and General Manager, John Hancock
Insurance
John Hancock Financial Services
Durkin, Michael K.
President and CEO
United Way of Massachusetts Bay and
Merrimack Valley

E

Esper, Susan
Partner
Deloitte & Touche LLP
Exter, Diane J.
Senior Director
Sankaty Advisors

F

Fishman, Matthew E.
Vice President
Community Health, Partners Healthcare

G

**Chair, Governance and Nominating
Committee**
Gallery, Robert (Bob)
Massachusetts President
Bank of America
German, Lourdes
Goulding, Matthew
Associate, Corporate Department
Weil, Gotshal & Manges LLP

H

Hannon, Trish
President and CEO
New England Baptist Hospital

J

Johnson, David E.
Americas Regional Managing Director
Bain & Company

Judge, James J.
Executive Vice President and CFO
NSTAR

K

Chair, Campaign Cabinet
Kelley, Joseph M.

United Way of Massachusetts Bay, Inc., d/b/a United Way of the Greater Seacoast
Board of Directors (As of July 1st 2014)

President, New England Division
Stop and Shop
King, Ellen
Vice President and Associate General Counsel
Sun Life Financial
Kraft, Patricia
New England Patriots Football Club
**Treasurer and Chair, Administrative and
Finance Committee**
Krichmar, Steven D.
Chief of Operations
Putnam Investments

L

Assistant Treasurer
Latimore, Patricia
Chief Financial Officer
United Way of Massachusetts Bay and
Merrimack Valley
Leonard, Mary Kay
Lutzker, Joshua A.
Managing Director
Berkshire Partners
Lynch, Lisa M.
Dean and Maurice B. Hexter Professor of
Social and Economic Policy
The Heller School for Social Policy and
Management
Brandeis University

M

Mang, John
Vice President
Global Male Shave Care, Gillette Brand
Franchise Leader
Cutting Edge Franchise & The Art of Shaving
Gillette/P&G
etzger, Terry
Chief Executive Officer and President
Boston Financial Data Services, Inc.
Mooney, Michael
Chairman
Nutter McClennen & Fish LLP
Motley, J. Keith, Ph.D.
Chancellor
University of Massachusetts Boston

N

Chair, Audit Committee
Neble, George
Managing Partner, Boston Office

Ernst & Young LLP

P

Patrick, Diane
Partner
Ropes & Gray LLP
Chair, Seacoast Regional Council Chair
Piombino, Bill
Lonza Biologics, Inc.
Powers, Scott
President and CEO
State Street Global Advisors

R

Rosengren, Eric
President & CEO
Federal Reserve Bank of Boston

S

Smith, Andrew
Director, University of New Hampshire Survey
Center
Associate Professor of Political Science
University of New Hampshire Survey Center
Sullivan, Tim
Legislative and Communications Director
Massachusetts AFL-CIO

V

Valianti, Carol
Vice President, Communication & Public Affairs
Unitil 6 Liberty Lane West

W

**Secretary and Chair, Compensation
Committee**
Westra, James
Advent International
Whitney, Mark
Vice President, Strategy
Community Relations and Fundraising
Exeter Health Resources

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: United Way of Massachusetts Bay, Inc. d/b/a United Way of the Greater Seacoast

Name of Program: Regional Public Health Network Services

To be Determined / Hired	Project Coordinator (part-time)	\$13,298	57.99%	
Lauren Wool	Snr. Director Community Impact	\$53,217	1.50%	
		\$0	0.00%	
		\$0	0.00%	
		\$0	0.00%	
		\$0	0.00%	
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				

To be Determined / Hired	Project Coordinator (part-time)	\$13,298	42.02%	
Lauren Wool	Snr. Director Community Impact	\$53,217	0.94%	
		\$0	0.00%	
		\$0	0.00%	
		\$0	0.00%	
		\$0	0.00%	
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				

**United Way of the Greater Seacoast
Seacoast Public Health Network
Job Description – Project Coordinator**

POSITION TITLE: Project Coordinator

DIVISION: Seacoast Public Health Network – Substance Misuse Prevention Network

REPORTS TO: Public Health Coordinators

STATUS: Part-time, Non-exempt, Temporary, Grant Funded

POSITION OVERVIEW:

The PHN has recently been tasked by our state contractor (Dept. of Public Health and the Bureau for Drug and Alcohol Services) to expand our efforts with increased funding and deliverables. The Emergency Preparedness network is required to engage community representatives in identifying at least five priority health areas which align with the State Priority Health Improvement Plan; and the SMP network to identify and engage partners from the continuum of care for the prevention, treatment, and recovery of substance use disorders. The goal is to educate providers and partners to prepare for Resiliency and Recovery Oriented Systems of Care (RROSC).

On behalf of The United Way of Greater Seacoast d/b/a The United Way of Massachusetts Bay and Merrimack Valley, the Seacoast Public Health Network seeks a temporary part-time project coordinator who will facilitate a community engagement process that meet the deliverables of state contract amendment for 1) community health improvement planning, and 2) support planning for the development of organizational structures for a Resiliency and Recovery-Oriented System of Care for substance use disorders. The project coordinator will report to both the Emergency Preparedness and Substance Misuse Prevention coordinators. The position will be provided technical assistance and supervisory guidance for both scopes of work. This is a grant funded position and the anticipated duration of the grant is from December 2014 to June 30, 2015.

KEY RESPONSIBILITIES:

1. **Organize and facilitate meetings with the Seacoast Public Health Advisory Council (PHAC) and other interested groups to create a CHIP:**
 - Research evidence-based practices (National Prevention Strategy, other state plans and resources so the group can select 5 Priority health indicators that will be highlighted in the CHIP. (Note: two of the indicators are already chosen in the region as emergency preparedness and substance misuse prevention services).
 - Coordinate a presentation by Dr. Jose Montero, DHHS Public Health Director, to present to the Seacoast Public Health Advisory Council and Preparedness and Prevention Network members on the State's Health Improvement Plan (SHIP).
 - Coordinate a presentation by the Community Health Institute/Paddy DiPadova on the Rockingham County Health Rankings and Exeter Hospital to discuss their Community Needs Assessment. This can be done on one meeting.
 - Facilitate up to three, 2-3 hour long breakouts to identify strategies to use to address health priorities identified resulting in a CHIP that defines the broader strategies. This will

involve working w/CHI on providing technical assistance and assistance in facilitating these breakout sessions.

- Complete meeting minutes and document findings and then distribute to all attendees
- Assist in designing the CHIP, working w/the advisory board and a consultant, and bring draft to Advisory Board
- Distribute CHIP to key stakeholders, PHAC members, Preparedness and Prevention Network members and to the State of NH
- Follow-up with the State of NH on CHIP findings
- Ongoing discussion on progress with the Public Health Emergency Preparedness Coordinator and the Substance Misuse Prevention Coordinator will be key in completing the Scope of Work as well as the collaboration of the Seacoast PHAC members and any other key stakeholders.

2. Work with the Substance Misuse Prevention Coordinator and local stakeholders to engage partners and providers representing the complete continuum of care in an effort to discover and start building a Resiliency and Recovery Oriented System of Care (RROSC). Utilize opportunities to educate, train, and inform providers across the continuum for a deeper knowledge and awareness.

- Connect with and recruit representatives from prevention, treatment, and recovery to provide information to the PHAC and broader network membership, as well as the role each field has within the RROSC framework
- Familiarize the PHAC and network membership with the 'misuse of alcohol and drugs' section of the SHIP
- Work with the Center for Excellence in developing educational materials, promoting effective and relevant evidence based strategies
- Coordinate and convene educational and networking opportunities for the membership hosting topic experts on various aspects of SUD prevention, treatment, and recovery.

3. Maintain communications and reporting requirements for both scopes of work

- Prepare, record and report meeting agendas and meeting minutes to participants
- Work with both coordinators in preparing work plans for each scope of work
- Track required data such as participation rates, outreach, outcome measures and so forth
- Work with CHI and CFEx to utilize templates and complete the CHIP and final RROSC report

REQUIREMENTS:

- Experience in administrative and/or project management, event coordination, community engagement
- Organizational skills and proficiency with MS Word, Excel and electronic forms of communication
- Good communication and interpersonal skills
- Experience working with culturally and economically diverse populations preferred.
- Strong writing and oral communication skills required. Prior experience leading and facilitating group meetings and workshops preferred.
- Approximately 20 hours per week thru June 30, 2015.

Lauren Wool

United Way of the Greater Seacoast

SKILLS:

- Team Building and Facilitation
- Strategic Planning and Development
- Effective Communication
- Analysis and Reporting
- Project Management
- Leadership with Integrity and Professionalism
- Volunteer Management and Training
- Performance Management
- Working with Diverse Perspectives
- Teaching and Presentation

ACHIEVEMENTS:

=> Provided ongoing leadership of multiple cross-sector community initiatives with continual success in meeting results. Lead high-performing groups from concept to action by providing strategic planning, technical assistance, facilitation, research, and skillful management of diverse perspectives.

=> Assisted with the development of United Way's Community Impact vision and stated desired outcomes. Assisted with volunteer coordination, grant administration, research and training on public education and policy issues, needs assessments, community initiatives and community relationship development.

=> Built and managed agent relationships involving diverse cultural, linguistic and dynamic business environments in order to successfully coordinate apparel production resources; 15 suppliers in 10 countries, \$70 million wholesale apparel business.

=> Facilitated offsite sessions modeled from General Electric's "work-out" cross-functional team project management philosophy.

=> Expanded the community outreach scope of Family Planning's sexuality programming through increased exposure in area school systems and through creative development of customized classroom curriculum.

EMPLOYMENT:

Senior Director, Community Impact – United Way of the Greater Seacoast

Responsible for research, analysis, and prioritization regarding regional data and needs in order to plan and coordinate all United Way Community Impact activities and investments. Lead the Community Impact Investment Committee Volunteers toward strategic investments and ongoing performance management of funded agency partners. Build and maintain relationships with key community leaders toward increased awareness of United Way's role and commitment to improving community conditions. Partner with Resource Development staff and volunteers to achieve donor cultivation and fund raising goals (2008-present).

Director, Community Impact – United Way of the Greater Seacoast

Responsible for assisting Senior Director in planning and coordinating all United Way Community Impact activities. Charged with inspiring, training and supporting issue-focused volunteer teams to understand and address the community's most pressing needs. Provide direct management of Outcomes and Evaluation project. Facilitate community initiatives focused on priority issues including substance abuse prevention, workforce housing, transportation, financial stability, youth asset building, girl's empowerment, and childcare center capacity building (2004-2008).

Senior Product Manager, Apparel Division – The Timberland Company

Team leader charged with motivating individuals across job function toward on-time design, development, approval and production of seasonal product line. Facilitation of inter-departmental cooperation through consistent communication, development of process and procedures and management of shifting priorities and daily challenges. Research latest technologies relative to product performance. Management of \$90,000 staff travel budget, staff job descriptions and objectives, and performance reviews. Developed measurable strategies to balance product quality and cost while maintaining a reliable factory resource base (1993-2004).

EXPERIENCE:

Leadership Seacoast – Class of 2007

Study Circle Facilitator – Portsmouth Listens

Committee Member - UWGS Campaign, The Timberland Company

Community Service Volunteer – Timberland events, Family Mediation Program, Red Cross Bloodmobiles

Resident Assistant – University of New Hampshire Residential Programming

Sexuality Educator / Birth Control Counselor – Rockingham County Family Planning

EDUCATION:

Bachelor of Arts, Social Work, University of New Hampshire, 1990.

112 Corporate Drive Unit 3 ∞ Portsmouth, NH 03801 ∞ (603) 436-5554 ∞ unitedway@uwgs.org