



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
 603-271-6100 1-800-804-0909
 FAX: 603-271-6105 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
 Commissioner

 Nancy L. Rollins
 Associate Commissioner

October 31, 2013

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

REQUESTED ACTION

100% Federal funds

Authorize the Department of Health and Human Services (DHHS), Division of Community Based Care Services (DCBCS), Bureau of Drug & Alcohol Services, to enter into an agreement with County of Cheshire (Vendor #177372, B001) 33 West Street, Keene, NH 03431, to assess, build capacity, mobilize, and prevent the use of non-medical prescription drugs, underage alcohol and excessive alcohol use on the campuses of Keene State College and Franklin Pierce University, effective November 20, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015, in an amount not to exceed \$571,617.

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2014 and 2015 and upon the availability of the federal funding to the Department.

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES

Fiscal Year	Class/Object	Class Title	Total Amount
SFY 2014	102-500734	Contracts for Program Svc	\$301,091
SFY 2015	102-500734	Contracts for Program Svc	\$270,526
		Total	\$571,617

EXPLANATION

Funds in this agreement will be used to implement the five steps of the Strategic Prevention Framework (Assessment, Capacity Building, Planning, Implementation, and Evaluation) on the campuses of Keene State College and Franklin Pierce University with the intent of addressing non-medical prescription drug use, underage drinking, and excessive alcohol use among the student body. The nationally recognized Three in One Framework of addressing these issues at the student, campus, and community level will ensure that a comprehensive prevention infrastructure is developed and sustained.

Services offered through this contract will provide invaluable resources to Keene State College and Franklin Pierce University to address substance misuse and abuse among their student body. The

skill and capacity of this vendor, as evident by their proposal and reflected in the scores awarded by the review team, to conduct these services promises to lead to significant changes on the two identified campuses, but also establish a Best Practice Model for this work through the engagement of students, at risk student populations, parents of college students, Higher Education Administrators, and community members.

Although NH is often ranked as one of the healthiest states in the nation, these rankings contradict the significant health risks related to substance misuse and abuse that continue to plague the state. Specifically, the 2008-2009 National Survey on Drug Use and Health (NSDUH) reported NH's rate of past month alcohol use for those 12 and older to be the highest rate among states and territories (63.9%) and the highest for 18 to 25 year olds (75.12%). According to the 2011 Youth Risk Behavior Survey (YRBS), NH's representative sample showed past month alcohol use rates among 9th through 12th graders to be 38.4%, on par with the U.S. rate of 38.7%, while the rate of binge drinking for that same population was 23.8% compared to the U.S. rate of 21.9%. Regarding prescription drug misuse and abuse, according to the 2008-2009 NSDUH, NH's rate of non-medical use of pain relievers among 18 to 25 year olds was the second highest in the U.S. at a rate of 16.7%.

Should Governor and Council not authorize this request the student bodies of both Keene State College and Franklin Pierce University totaling over 7,100 students would not benefit from the individual and community level services being offered through this funding. These federal dollars were released with this purpose and will need to be returned if these services are not provided.

The County of Cheshire was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on July 19, 2013 through September 20, 2013. In addition, a bidder's conference was held on August 20, 2013. A total of 3 proposals were received as a result of the Request for Proposals. Technical and Cost Proposals were reviewed by a committee of four professionals, selecting one bidder for funding based on review criteria as stated in the Request for Proposals. Specific areas of expertise include: substance abuse prevention services, budgeting and finance, program delivery and development, and community mobilizing. The Scoring Summary is attached.

This request covers services for the period from Governor and Council approval through June 30, 2015, with an option to renew for one additional year, contingent upon satisfactory delivery of services, availability of federal funding, the agreement of the parties and approval of Governor and Council.

Performance measures for this agreement include the following:

- Keene State College and Franklin Peirce University students will have increased access to evidence based programs, policies, and services on campus. There will be a 10% increase in availability to evidence based programs, policies and services on campus.
- Male students at Franklin Peirce University currently report drinking 19.5 drinks per week, and females report drinking 13.5 drinks per week. Through the implementation of this strategy it is anticipated that the number of alcoholic beverages males and females consume each week will be reduced.
- Keene State College will be running a pilot study among first year swim team members. The expectation is that the services these students receive will lead to a significantly lower use rate as compared to the overall population of first year students.

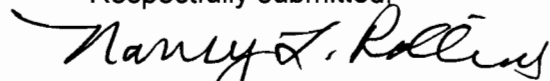
- A 2006 study shows that 30% of college attrition is related to “alcohol-related problems”, factoring in the rate of Non-medical Prescription Drug “related problems” it can be assumed that this rate is higher. Both campuses anticipate a reduction in attrition and improved health and wellness of students on campus.

Area served: Students attending Keene State College and Franklin Pierce University as well as the surrounding communities.

Source of Funds: 100% Federal Funds from Substance Abuse and Mental Health Services Administration’s Strategic Prevention Framework Partnership for Success II Grant.

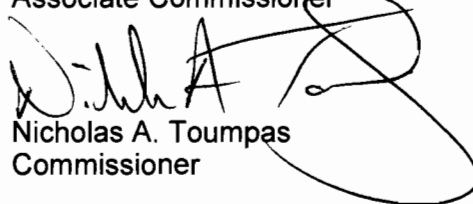
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Bollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

RFP Score Summary

RFP# 14-DHHS-DCBCS-BDAS-01

Program Name: NH Bureau of Drug and Alcohol Services (BDAS)

Contract Purpose: Utilize the Strategic Prevention Framework and Three in One Framework to Assess, Build Capacity, Plan, Implement, and Evaluate a comprehensive prevention system on College Campuses.

TECHNICAL PROPOSAL	Bidder Name	Cheshire County	North Country Health Consortium	Goodwin/NH Higher Education-
Criteria				
Proposal Narrative		56	37	
Description of the Organization		19.5	16.5	
Total Pts				
Total Max Pts Available	80	75.5	53.5	0
COST PROPOSAL				
Budget	15	15	15	
Indirect Costs	5	5	5	
Total Pts				
Total Max Pts Available	20	20	20	0
TOTAL SCORE				
<i>The total technical score holds a weight of 80 of the 100 pts of the overall score of the proposal. The total cost score holds a weight of 20 of the 100 pts of the overall score of the proposal.</i>				
Final Pts		95.5	73.5	Bid was not responsive to Request for Proposals

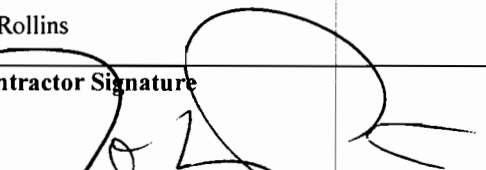
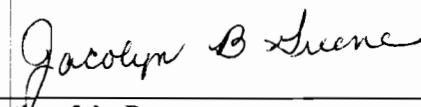
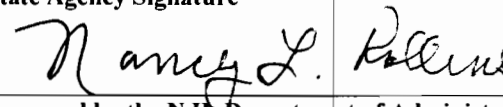
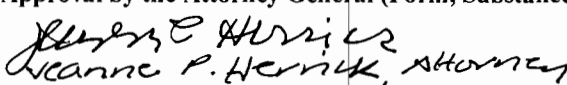
AVAILABLE FUNDING		BUDGET REQUEST	
SFY 2014	\$ 340,000.00	SFY 2014	\$ 106,232.00
SFY 2015	\$ 340,000.00	SFY 2015	\$ 137,083.00
TOTAL AVAILABLE	\$ 680,000.00	TOTAL REQUEST	\$ 243,315.00

REVIEWERS	
Name	Job Title
Jessica Blais	Chief of Prevention and Education Svcs
Claudia Ferber	Director of Child and Family Programs
Kathleen Kopp	retired prevention specialist
Jeffrey Metzger	Epidemiologist
Valiere Morgan	Administrator of Prevention Services
Tym Rourke	Director, Program Department and Substance Use Disorders Grantmaking
	Dept./Agency
	Bureau of Drug and Alcohol Services
	NAMI NH
	N/A
	Bureau of Drug and Alcohol Services
	Bureau of Drug and Alcohol Services
	NH Charitable Foundation

Subject: NH Strategic Prevention Framework Partnership for Success II Cohort II

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

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name County of Cheshire		1.4 Contractor Address 33 West Street Keene, New Hampshire 03431	
1.5 Contractor Phone Number 603-352-8215	1.6 Account Number 05-95-49-491510-29880000-102-500734	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$571,617.00
1.9 Contracting Officer for State Agency Nancy L. Rollins		1.10 State Agency Telephone Number 603-271-9470	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John M. Pratt, Chairman	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>10/30/13</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]  Commission Expires 12-14-16			
1.13.2 Name and Title of Notary or Justice of the Peace Jacquelyn B. Greene, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Attorney On: <u>31 Oct. 2013</u>			
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.

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.

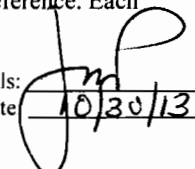
11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the 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: 
Date: 10/30/13

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.



Scope of Services

1. General Provisions

- A) The Contractor is responsible for compliance with all relevant state and federal laws.
- 1) Special attention is called to the following statutory responsibilities:
 - 2) Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.
 - 3) All services provided pursuant to this Agreement shall be subject to the most current proposed or formalized rules and regulations promulgated by the Department of Health and Human Services (DHHS) and/or Bureau of Drug and Alcohol Services (BDAS) pursuant to RSA 541 A.
 - 4) The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B N.H. RSA 318 B: 12 and N.H. RSA 172:8-A.
- B) Relevant Policies and Guidelines
- 1) The Contractor shall maintain and promote a written policy for supporting a substance free workplace. This policy shall include a written statement regarding rules pertaining to alcohol, tobacco, and other drugs.
 - 2) The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire Department of Health and Human Services, any of its agencies, or any of its officers, and the Contractor.
 - 3) Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform DHHS before initiating any research related to this contract.
- C) Culturally and Linguistically Appropriate Standards of Care
- 1) DHHS recognizes that culture and language have considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access, DHHS expects the contractor(s) to provide culturally and linguistically appropriate services according to the following guidelines:
 - i) Assess the ethnic/cultural needs, resources and assets of their community and region;
 - ii) Plan to address any health disparities identified in the assessment phase of the SPF;
 - iii) Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment;
 - iv) Offer consumers a forum through which clients have the opportunity to provide feedback regarding cultural and linguistic issues that may deserve response;
 - v) Effective outreach and networking methods to engage and build trust with individuals with respect to their culturally and linguistically diverse home environments, if applicable; and
 - vi) Provide interpretation/communication assistance services for those individuals who need it (including but not limited to individuals who are deaf, hard of hearing, blind, visually or speech impaired, have limited English proficiency (LEP) or low literacy skills) for clients.
- D) Publications Funded Under Contract
- 1) All products produced under this contract are in the public domain.
 - 2) All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS/DCBCS/BDAS before printing, production, distribution, or use.
 - 3) The Contractor shall credit DHHS BDAS on all materials produced under this contract.



New Hampshire Department of Health and Human Services
Strategic Prevention Framework Partnership for Success II Cohort II
Exhibit A

2. Covered Populations and Services

- A) Populations to be served include:
- High-risk college students 18-25 years old
 - Parents and families of young adult students
 - College Students and community members through environmental strategies
- B) Three levels of the Three in One Framework:
- Individual
 - Campus
 - Surrounding community, state, region
- C) Core components of the SPF include:
- Community assessment
 - Building the capacity of the community
 - Developing a plan that incorporates community level feedback and participation
 - Implementation of the planned strategies
 - Evaluation of the process, programs, and policies
 - Cultural Competency to ensure programs, policies, and strategies address local conditions and needs
 - Sustainability to guarantee changes are institutionalized and will be continued beyond current funding

3. Minimum Standards of Core Services

- A) Contractors Minimum Required Services and Performance Measures
- 1) Dedicated staff
The Contractor shall maintain one FTE as the Project Prevention Coordinator. This individual shall be responsible for supporting the implementation of the SPF. The work shall include the coordination of services, ensuring the contracted services are being implemented, and conducting evaluation at both Keene State College and Franklin Pierce University.
 - 2) The contractor shall conduct a community assessment on both campuses that utilizes trained student leaders to examine the following:
 - i) Campus substance use policy
 - ii) Individual screenings for substance use disorders among the student population
 - iii) Campus level substance use education practices
 - iv) Access to treatment services both on campus as well as in the surrounding community
 - v) Local community policy and enforcement strategies
 - vi) Campus level rates of use, perceptions, and resistance skills through the implementation of a campus wide pre and post survey (conducted in the fall and spring each year of funding)

Performance Measures:

- The contractor will provide a verbal and written (via WITS) report of the identified goals, objectives, risk/protective factors and contributing factors as discovered through the assessment process.
- Students at Franklin Pierce University will be trained to administer surveys analyze the data, and engage the campus in the evaluation process. Keene State College will engage the student body in the assessment process, by utilizing existing programming and staff with expertise in the Appreciative Inquiry and assessment process.



New Hampshire Department of Health and Human Services
Strategic Prevention Framework Partnership for Success II Cohort II
Exhibit A

Outcome Measures associated with the community assessment:

- The contractor shall work with Keene State College and Franklin Peirce University to identify related risk and protective factors associated with underage and problem drinking and non-medical prescription drug use.
 - The contractor shall work with Keene State College and Franklin Pierce University to identify the contributing factors to underage drinking and non-medical prescription drug use.
- 3) The contractor shall build and mobilize existing capacity on both identified campuses in the following ways:
- i) Utilize existing capacity on both campuses to launch this project quickly. Utilize existing student groups and capacity to strengthen this work.
 - ii) Mobilize, train, and organize students and staff to utilize local expertise to form and conduct an Appreciative Inquiry community of practice according to the model developed by DHHS BDAS, employing the DHHS BDAS AI facilitator curriculum to build AI.
 - iii) Conduct a minimum of 10 Appreciative Inquiries (AI) on both campuses using this model.

Performance Measures:

- The contractor shall input "work group" members and stakeholders via the WITS online reporting system.
- Key leaders at each college, and the Project Prevention Coordinator will be trained in the Appreciative Inquiry process. Local expertise will also enhance this effort, through existing capacity at Keene State College to train student leaders in this process.

Outcome Measures associated with community capacity building:

- The contractor shall work with Keene State College and Franklin Peirce University to build capacity on campus to address the identified contributing factors and associated risk and protective factors.

4) Planning

- i) The contractor shall develop and release a campus level strategic plan. This plan shall be based upon the community level assessment conducted early in the process. Interventions shall be selected based upon the outcomes of the assessment and data collected. This plan shall reach through the end of funding in 2015. This plan shall describe how your campus will address:
 - (1) Individual screening
 - (2) Campus wide education services for students and parents
 - (3) How campus level policy can be enhanced or maintained
 - (4) How referrals to on campus and off campus treatment providers can be improved or maintained
 - (5) How media and marketing will enhance outcomes on campus
 - (6) How the student leaders and staff will engage with the larger community surrounding the college or university

Performance Measures:

- The contractor shall submit a plan and strategies via the WITS system. This plan will identify the above mentioned goals and objectives as well as risk/protective and contributing factors. The strategies submitted will identify target population as well as anticipated numbers served.

Outcome Measures associated with community level strategic planning:

- The contractor shall work with Keene State College and Franklin Peirce University to develop and release a campus/community level strategic plan.



New Hampshire Department of Health and Human Services
Strategic Prevention Framework Partnership for Success II Cohort II
Exhibit A

5) Implementation

The contractor shall meet the federal requirements of serving high need populations in high need communities through the implementation of strategies addressing the following areas:

- i) Individual screening
- ii) Universal screening, as well as screening of targeted populations.
- iii) Campus wide education services for students and parents
- iv) Education targeting transition years (i.e. college freshman or transfer students).
- v) Campus and institutional policy through local work as well as service on a state level task force
- vi) Referrals to on and off campus treatment providers
- vii) Media and marketing campaigns that will include Social Norms Marketing, the Drug Resistance Strategy Project, and Photo Voice.
- viii) Engagement of the larger community surrounding campus
- ix) The contractor shall conduct a minimum of three environmental strategies each academic year. The ongoing media campaign can count as one of these environmental strategies.
- x) Engage in training and technical assistance that will focus on the basics of Alcohol and Other Drug Prevention Theory as well as training to ensure cultural competency around the subject of recovery and recovery supports.

Performance Measures:

- The contractor shall participate with the Partnership for Success Evaluation Team to determine evaluation measures, and fidelity checks for the selected strategies.
- The contractor will submit a written sustainability plan 6 months prior to the end of the contract identifying potential funding sources, and potential cost savings associated with any reduction in substance use on the two campuses.

Outcome Measures associated with implementation:

- The contractor shall work with Keene State College and Franklin Peirce University to identify and implement evidence and research based interventions that address local conditions contributing to underage and problem drinking and non-medical prescription drug use.

6) Evaluation

- i) Conduct regular evaluation of your practice with identified tools, and report results and outcomes into the Prevention Web Information Technology System (P-WITS) monthly. The contractor will be responsible for entering data within twenty (20) working days following the end of the following month, e.g. July data will be fully entered by August 20th.
- ii) Technical Assistance from the NH Center for Excellence contracted evaluator will be available to support your work and the evaluation of your work. It is anticipated that the State Epidemiological Outcomes Work Group (SEOW) will be available to analyze population level changes and the impact of this work in your community.
- iii) The contractor shall conduct a core measure survey twice during this project, as a pre and posttest. The determination of this tool will be done after consultation with the DHHS epidemiologist and contracted evaluator.

Performance Measures:

- The contractor shall engage with the PFS II evaluation team in the analysis of the campus data, and will engage in quality improvement efforts through the engagement of the NH Center for Excellence and local resources.

B) Data Reporting Requirements

- 1) The Contractor must have the ability to communicate and submit required reports via e-mail.



New Hampshire Department of Health and Human Services
Strategic Prevention Framework Partnership for Success II Cohort II
Exhibit A

- 2) The Contractor shall submit the following reports in formats approved and/or provided by the DHHS' BDAS unit:
 - i) Contractors shall enter and complete monthly data reporting in New Hampshire P-WITS within twenty (20) working days of the end of the following month, e.g. July data will be entered fully by August 20th.
 - ii) The Contractor shall submit monthly expenditure reports for reimbursement of costs associated with contract activities, by the 20th business day following the month;
 - iii) Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the State.
 - iv) Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of, representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.
 - v) A completed engagement status assessment of communities within the region
 - vi) DHHS may withhold, in whole or in part, any payment for the ensuing period of the Agreement until the Contractor submits the above reports to DHHS' satisfaction, unless a waiver has been granted. Payment for services S/B included in Exhibit B.
- C) Quarterly Site Visits
 - 1) The Contractor shall allow a team authorized by DHHS to conduct quarterly site reviews that will include the Program Prevention Coordinator, the Contractor or designee, Evaluator, and DHHS. Other campus representatives will join this team as determined appropriate by DHHS. This site visit will review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this contract.
- D) Mandatory Trainings and Other Learning Collaboratives
 - 1) The Contractor shall identify key staff, students, and other personnel to attend the upcoming four day Substance Abuse Prevention Skills Training (SAPTS).
 - 2) The Contractor shall identify key staff, students, and other appropriate personnel to attend other mandatory trainings as they are identified (i.e. Appreciative Inquiry, Recovery and Recovery Supports).
- E) Evidence Based Core Components
 - 1) In support of the NH DHHS' commitment to funding evidence-based interventions to prevent and reduce alcohol and other drug problems, contractors are required to work with the NH Center for Excellence to ensure the following:
 - i) For those contractors implementing interventions from the federal registry of evidence-based practice or based on an intervention listed on such a registry, that core elements articulated within the federal registry for the intervention will be implemented with fidelity;
 - ii) For those contractors implementing interventions that are not from the federal registry of evidence-based interventions, that core elements be established through the NH Center for Excellence and that the interventions be implemented with fidelity based on the established core elements.
 - iii) For all contractors, core elements will serve as a basis for reporting, contract compliance and for determinations of efficacy based on outcomes over time.
 - iv) For all contractors, evaluation designs may be modified by the Center for Excellence, subject to DHHS approval. These evaluation designs may include a Core Measurement Instrument administered to participants in direct service interventions.
 - v) All contractors will be required to comply with established core elements and evaluation designs developed or approved by the NH Department of Health and Human Services and the NH Center for Excellence during the contract period. Core elements include the method of delivery, content, dosage/duration, staffing, and location of the intervention.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8 of the General Provisions of this Agreement, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibits B-1 and B-2.
2. 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 final invoice shall be due to the State no later than sixty days after the contract Completion Date, block 1.7. 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 invoice must be submitted to:
Bureau of Drug and Alcohol Services
105 Pleasant Street,
Main Bldg., 3rd Floor North
Concord, NH 03301
3. Funding under this Agreement is 100% federal funds as follows:

Funding Name: Strategic Prevention Framework Partnership for Success II Grant (SAMHSA, SPF PFS II)
Funding Source: U.S. Dept of Health & Human Services; Substance Abuse & Mental Health Services Administration (SAMHSA)
Catalog of Federal Domestic Assistance (CFDA) #: 93. 243
4. The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.
5. Notwithstanding paragraph 18 of the P-37, an amendment limited to transfer of funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of G&C. Requests to transfer funds will not be accepted after June 20th of each contract year.
6. The Contractor shall submit all in-kind funding support into the P-WITS system to report on the required 10% match and verify the match is being met.

Exhibit B-1 Budget

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD				
Bidder/Program Name: <u>County of Cheshire</u>				
Budget Request for: <u>14-DHHS-DCBCS-BDAS-01</u> <small>(Name of RFP)</small>				
Budget Period: <u>November 1, 2013 to June 30, 2014</u>				
Line Item	Direct Incremental	Indirect Indirect	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 43,000.00	\$ -	\$ 43,000.00	
2. Employee Benefits	\$ 20,500.00	\$ -	\$ 20,500.00	
3. Consultants		\$ -	\$ -	
4. Equipment:				
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 7,750.00	\$ -	\$ 7,750.00	
5. Supplies:				
Educational	\$ 31,250.00	\$ -	\$ 31,250.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 8,167.00	\$ -	\$ 8,167.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses				
Telephone	\$ 800.00	\$ -	\$ 800.00	
Postage	\$ 5,870.00	\$ -	\$ 5,870.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 7,000.00	\$ -	\$ 7,000.00	County cost policy is 10%, however this indirect is being shared with KSC and FPU;
10. Marketing/Communications	\$ 30,800.00	\$ -	\$ 30,800.00	
11. Staff Education and Training	\$ 3,500.00	\$ -	\$ 3,500.00	each institution is allocated 5% of the total of their own funding for administrative costs.
12. Subcontracts/Agreements	\$ 85,632.00	\$ -	\$ 85,632.00	
13. Other: Implementation	\$ 26,250.00	\$ -	\$ 26,250.00	
Student Stipends for AI's		\$ -	\$ -	
Meeting Expenses for project	\$ 3,200.00	\$ -	\$ 3,200.00	
Indirect for administrative costs		\$ 27,372.00	\$ 27,372.00	
TOTAL	\$ 273,719.00	\$ 27,372.00	\$ 301,091.00	

Indirect As A Percent of Direct

10.0%

Exhibit B-2 Budget

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD				
Bidder/Program Name: <u>County of Cheshire</u>				
Budget Request for: <u>14-DHHS-DCBCS-BDAS-01</u> <small>(Name of RFP)</small>				
Budget Period: <u>July 1, 2014 to June 20, 2015</u>				
Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 43,000.00	\$ -	\$ 43,000.00	
2. Employee Benefits	\$ 20,500.00	\$ -	\$ 20,500.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:				
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation		\$ -	\$ -	
5. Supplies:				
Educational	\$ 31,250.00	\$ -	\$ 31,250.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 8,166.00	\$ -	\$ 8,166.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses				
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	
Postage	\$ 5,070.00	\$ -	\$ 5,070.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 30,800.00	\$ -	\$ 30,800.00	
11. Staff Education and Training	\$ 2,500.00	\$ -	\$ 2,500.00	
12. Subcontracts/Agreements	\$ 68,717.00	\$ -	\$ 68,717.00	
13. Other: Implementation	\$ 26,250.00	\$ -	\$ 26,250.00	
Student Stipends for AI's	\$ 3,680.00	\$ -	\$ 3,680.00	
Meeting Expenses for project	\$ 4,800.00	\$ -	\$ 4,800.00	
Indirect for administrative costs		\$ 24,593.00	\$ 24,593.00	
TOTAL	\$ 245,933.00	\$ 24,593.00	\$ 270,526.00	

County cost policy is 10%, however this indirect is being shared with KSC and FPU; each institution is allocated 5% of the total of their own funding for administrative costs.

Indirect As A Percent of Direct

10.0%

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. 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:

2. 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.

3. 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.

4. 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.

5. 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.

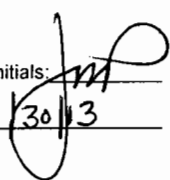
6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. 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.

7. 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.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Contractor Initials: 
Date: 10/30/13

8.3 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:

9. 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:

9.1 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.

9.2 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.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor 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.

10.1 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.

10.2 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.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 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.

12.2 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.

13. 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.

14. 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:

14.1 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.

15. 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.

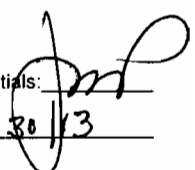
16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers 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.

17. 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:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 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
- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

Contractor Initials: 
Date: 10/30/13

SPECIAL PROVISIONS – 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.

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.

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL 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.

Standard Exhibit C-1 continued

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

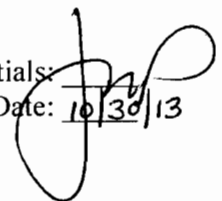
10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Renewal

As referenced in the Request for Proposals # 14-DHHS-DCBCS-BDAS-01, Finance Section, DHHS at its sole discretion may decide to offer a one (1) year extension of this competitively procured Agreement, contingent upon satisfactory delivery of services, availability of federal funding, agreement of both parties, and approval of the Governor and Executive Council.

Contractor's Initials:

Date: 10/30/13



NH Department of Health and Human Services

STANDARD EXHIBIT D

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

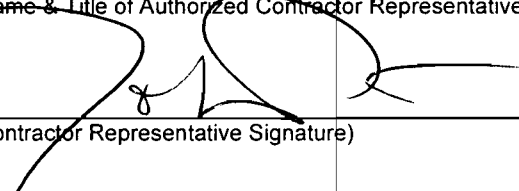
(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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.

County of Cheshire From: ^{Effective} date of contract To: June 30, 2015
 (Contractor Name) (Period Covered by this Certification)

John M. Pratt, Chairman
 (Name & Title of Authorized Contractor Representative)


 (Contractor Representative Signature) 10/30/13
(Date)

Contractor Initials: JMP
 Date: 10/30/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

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

Contract Period: ^{Effective date of} ~~contract~~ through June 30, 2015

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

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

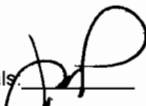
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to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


(Contractor Representative Signature)

John M. Pratt, Chairman
(Authorized Contractor Representative Name & Title)

County of Cheshire
(Contractor Name)

10/30/13
(Date)

Contractor Initials: 
Date: 10/30/13

NH Department of Health and Human Services

STANDARD EXHIBIT F

**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.

Contractor Initials: 

Date: 10/30/13

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) 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.
- (2) 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).

Contractor Initials: 

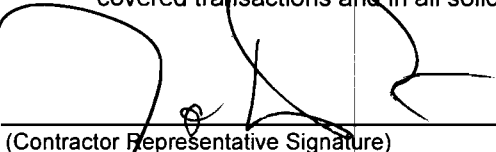
Date: 10/30/13

LOWER TIER COVERED TRANSACTIONS

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



(Contractor Representative Signature)

John M. Pratt, Chairman

(Authorized Contractor Representative Name & Title)

County of Cheshire

(Contractor Name)

10/30/13

(Date)

Contractor Initials:



Date:

10/30/13

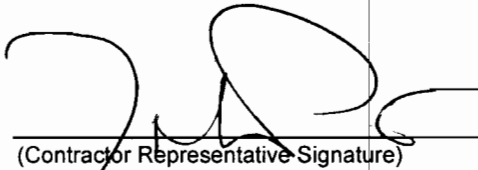
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



(Contractor Representative Signature)

John M. Pratt, Chairman
(Authorized Contractor Representative Name & Title)

County of Cheshire
(Contractor Name)

10/30/13
(Date)

NH Department of Health and Human Services

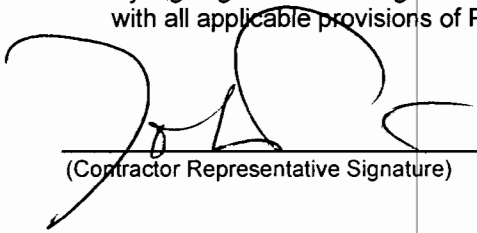
STANDARD EXHIBIT H

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 Representative Signature)

John M. Pratt, Chairman

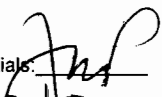
(Authorized Contractor Representative Name & Title)

County of Cheshire

(Contractor Name)

10/30/13

(Date)

Contractor Initials: 
Date: 10/30/13

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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 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.

Contractor Initials: 
Date: 10/30/13

(5) **Termination for Cause**

In addition to standard provision #10 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**

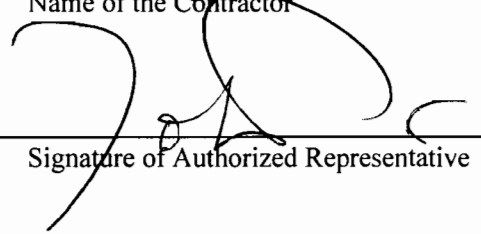
- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Department of Health & Human Services
The State Agency Name

County of Cheshire
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative


Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

John M. Pratt
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Chairman
Title of Authorized Representative

11/6/13
Date

10/30/13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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.

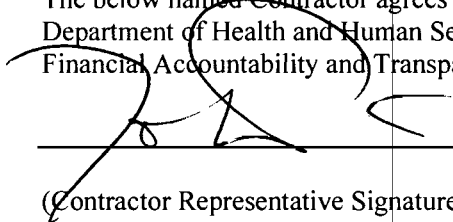
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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 Representative Signature)

John M. Pratt, Chairman

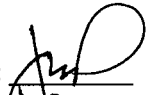
(Authorized Contractor Representative Name & Title)

County of Cheshire

(Contractor Name)

10/30/13

(Date)

Contractor initials: 
Date: 10/30/13
Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 005128913

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

NO

YES

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

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

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

NO

YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Contractor initials: JMF
Date: 10/30/13
Page # _____ of Page # _____

CERTIFICATE OF VOTE

I, Roger Zerba, of County of Cheshire, do hereby certify that:

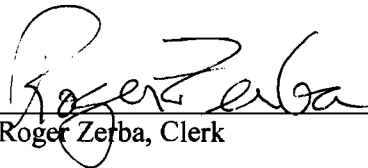
1. I am the duly elected Clerk of the Cheshire County Board of Commissioners;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on October 30, 2013;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the Chairman of the Board of Commissioners is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. John M. Pratt is the duly elected Chairman of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of October 30, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of the corporation this 30th day of October, 2013.



Roger Zerba, Clerk



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member: Cheshire County 33 West Street Keene, NH 03431		Member Number: 601	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
COVERAGE CATEGORIES					
X	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2013	1/1/2014		
				Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	\$
				Med Exp (Any one person)	\$
X	Automobile Liability Deductible Comp and Coll: \$1,000 Any auto	1/1/2013	1/1/2014		
				Combined Single Limit (Each Accident)	\$5,000,000
				Aggregate	\$5,000,000
X	Workers' Compensation & Employers' Liability	1/1/2013	1/1/2014	X Statutory	
				Each Accident	\$2,000,000
				Disease -- Each Employee	\$2,000,000
				Disease -- Policy Limit	\$
X	Property (Special Risk Includes Fire and Theft)	1/1/2013	1/1/2014	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Tammy Dewar</i>
			Date: 10/30/2013 tdenver@nhprimex.org
State of NH Department of Health & Human Services 129 Pleasant St Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
County of Cheshire, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the County of Cheshire, New Hampshire (the County) as of and for the year ended December 31, 2012, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express opinions 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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the County'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 County'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 opinions.

Basis for Adverse Opinion on Governmental Activities

As discussed in Note 2 to the financial statements, management has not recorded a liability for other post-employment benefits in governmental activities and, accordingly, has not recorded an expense for the current period change in that liability. Accounting principles generally accepted in the United States of America require that other post-employment benefits attributable to employee services already rendered and that are not contingent on a specific event that is outside the control of the employer and employee be accrued as liabilities and expenses as employees earn the rights to the benefits, which would increase the liabilities, reduce the net position, and change the expenses of the governmental activities. The amount by which this departure would affect the liabilities, net position, and expenses of the governmental activities is not reasonably determinable.

Adverse Opinion

In our opinion, because of the significance of the matter described in the "Basis for Adverse Opinion on Governmental Activities" paragraph, the financial statements referred to above do not present fairly the financial position of the governmental activities of the County of Cheshire, New Hampshire, as of December 31, 2012, or the changes in financial position thereof for the year then ended.

Unmodified Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of each major fund and the aggregate remaining fund information of the County of Cheshire, New Hampshire, as of December 31, 2012, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 17 to the financial statements, the County of Cheshire, New Hampshire has elected to change its method of accounting for the operations of its Nursing Home. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages i-ix and 28-29 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County of Cheshire, New Hampshire's basic financial statements. The schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The schedule of expenditures of federal awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 23, 2013 on our consideration of the County of Cheshire, New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County of Cheshire, New Hampshire's internal control over financial reporting and compliance.

Wachon Chubb & Company PC

Manchester, New Hampshire
May 23, 2013

EXHIBIT A
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Statement of Net Position
December 31, 2012

	Governmental Activities
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 9,076,078
Investments	48,818
Accounts receivable, net	2,057,690
Due from other governments	800,565
Prepaid expenses	77,154
Inventory	101,505
Current portion of direct financing lease receivable	189,020
Total Current Assets	<u>12,350,830</u>
Noncurrent Assets:	
Restricted cash	79,238
Direct financing lease receivable	1,255,540
Capital assets:	
Non-depreciable capital assets	1,381,521
Depreciable capital assets, net	41,879,090
Total Noncurrent Assets	<u>44,595,389</u>
Total Assets	<u>56,946,219</u>
DEFERRED OUTFLOWS OF RESOURCES	
Total Deferred Outflows of Resources	<u> </u>
LIABILITIES	
Current Liabilities:	
Accounts payable	1,086,671
Accrued expenses	1,573,697
Due to other governments	1,126,553
Current portion of deferred revenue on long-term receivable	53,690
Current portion of deferred bond premium	11,564
Current portion of bonds payable	2,105,000
Current portion of note payable	114,556
Current portion of capital lease payable	95,000
Total Current Liabilities	<u>6,166,731</u>
Noncurrent Liabilities:	
Deferred revenue on long-term receivable	220,870
Deferred bond premium	80,949
Bonds payable	28,040,000
Note payable	256,734
Capital lease payable	242,543
Total Noncurrent Liabilities	<u>28,841,096</u>
Total Liabilities	<u>35,007,827</u>
DEFERRED INFLOWS OF RESOURCES	
Unearned revenue	285,712
Total Deferred Inflows of Resources	<u>285,712</u>
NET POSITION	
Net investment in capital assets	12,314,265
Restricted	2,011,333
Unrestricted	7,327,082
Total Net Position	<u>\$ 21,652,680</u>

See accompanying notes to the basic financial statements

EXHIBIT B
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Statement of Activities
For the Year Ended December 31, 2012

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Governmental Activities:					
General government	\$ 4,609,979	\$ 560,086	\$ 538,203		\$ (3,511,690)
Public safety	7,836,635	1,329,106	598,315		(5,909,214)
Human services	7,781,158	565,907	248,702		(6,966,549)
Conservation	197,489				(197,489)
Economic development	1,012,862		1,012,862		-
Nursing home	14,721,140	8,623,624	3,244,549	\$ 176,562	(2,676,405)
Interest and fiscal charges	1,430,868				(1,430,868)
Total governmental activities	<u>\$ 37,590,131</u>	<u>\$ 11,078,723</u>	<u>\$ 5,642,631</u>	<u>\$ 176,562</u>	<u>(20,692,215)</u>
General revenues:					
					23,135,680
					9,787
					650,111
					<u>23,795,578</u>
					3,103,363
					<u>18,549,317</u>
					<u>\$ 21,652,680</u>

See accompanying notes to the basic financial statements

EXHIBIT C
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Balance Sheet
Governmental Funds
December 31, 2012

	General Fund	ARRA Fund	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS				
Cash and cash equivalents	\$ 5,522,235	\$ 1,759,327	\$ 152,964	\$ 7,434,526
Investments	12,721		36,097	48,818
Accounts receivable	2,055,793		1,897	2,057,690
Due from other governments	721,565		79,000	800,565
Due from other funds	46,557		13,218	59,775
Prepaid expenses	77,154			77,154
Inventory	101,505			101,505
Total Assets	<u>8,537,530</u>	<u>1,759,327</u>	<u>283,176</u>	<u>10,580,033</u>
DEFERRED OUTFLOWS OF RESOURCES				
Total Deferred Outflows of Resources				
Total Assets and Deferred Outflows of Resources	<u>\$ 8,537,530</u>	<u>\$ 1,759,327</u>	<u>\$ 283,176</u>	<u>\$ 10,580,033</u>
LIABILITIES				
Accounts payable	\$ 872,706		\$ 79,000	\$ 951,706
Accrued expenses	1,236,267			1,236,267
Due to other governments	1,126,553			1,126,553
Due to other funds	14,386			14,386
Total Liabilities	<u>3,249,912</u>	<u>\$ -</u>	<u>79,000</u>	<u>3,328,912</u>
DEFERRED INFLOWS OF RESOURCES				
Unearned revenue	285,349		363	285,712
Total Deferred Inflows of Resources	<u>285,349</u>	<u>-</u>	<u>363</u>	<u>285,712</u>
Total Liabilities and Deferred Inflows of Resources	<u>3,535,261</u>	<u>-</u>	<u>79,363</u>	<u>3,614,624</u>
FUND BALANCES				
Nonspendable	178,659			178,659
Restricted	67,471	1,759,327	184,535	2,011,333
Committed	272,774			272,774
Assigned	1,308,468		19,278	1,327,746
Unassigned	3,174,897			3,174,897
Total Fund Balances	<u>5,002,269</u>	<u>1,759,327</u>	<u>203,813</u>	<u>6,965,409</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 8,537,530</u>	<u>\$ 1,759,327</u>	<u>\$ 282,813</u>	
<p>Amounts reported for governmental activities in the statement of net position are different because:</p> <p> Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds 43,260,611</p> <p> Other long-term assets are not available to pay for current period expenditures and therefore are not reported in the funds. 1,444,560</p> <p> Internal Service Funds are used by the County to charge the costs of health and dental insurance. This amount represents the amount due from the Business-type Activities at year end. 1,540,436</p> <p> Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds. Long-term liabilities at year end consist of:</p> <p> Unearned revenue related to long-term receivable (274,560)</p> <p> Unearned bond premium (92,513)</p> <p> Bonds payable (30,145,000)</p> <p> Notes payable (371,290)</p> <p> Capital lease payable (337,543)</p> <p> Accrued interest on long-term obligations (337,430)</p> <p> Net position of governmental activities <u>\$ 21,652,680</u></p>				

See accompanying notes to the basic financial statements

EXHIBIT D

COUNTY OF CHESHIRE, NEW HAMPSHIRE
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds

For the Year Ended December 31, 2012

	General Fund	ARRA Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues:				
Taxes	\$ 23,135,680			\$ 23,135,680
Intergovernmental	4,631,012		\$ 1,157,986	5,788,998
Charges for services	11,055,055		23,668	11,078,723
Interest and investment income	8,384	\$ 782	118	9,284
Miscellaneous	792,623		17,683	810,306
Total Revenues	39,622,754	782	1,199,455	40,822,991

Expenditures:				
Current operations:				
General government	4,454,445		28,836	4,483,281
Public safety	6,417,574		21,474	6,439,048
Human services	7,690,627			7,690,627
Conservation	199,416		1,012,862	1,212,278
Economic development				
Nursing home	14,620,919			14,620,919
Capital outlay	663,828		138,768	802,596
Debt service:				
Principal retirement	2,762,923			2,762,923
Interest and fiscal charges	1,473,707			1,473,707
Total Expenditures	38,283,439	-	1,201,940	39,485,379

Excess revenues (under) expenditures	1,339,315	782	(2,485)	1,337,612
Other financing sources (uses):				
Proceeds of long-term debt	1,761			1,761
Transfers in	331,970			331,970
Transfers out		(313,274)	(18,696)	(331,970)
Total other financing sources (uses)	333,731	(313,274)	(18,696)	1,761
Net change in fund balances	1,673,046	(312,492)	(21,181)	1,339,373
Fund balances at beginning of year, as restated	3,329,223	2,071,819	224,994	5,626,036
Fund balances at end of year	\$ 5,002,269	\$ 1,759,327	\$ 203,813	\$ 6,965,409

COUNTY OF CHESHIRE, NEW HAMPSHIRE
Reconciliation of the Statement of Revenues, Expenditures
and Changes in Fund Balances of Governmental Funds
to the Statement of Activities
For the Year Ended December 31, 2012

Net Change in Fund Balances—Total Governmental Funds	\$ 1,339,373
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which depreciation expense exceeded capital outlays in the current period.	(1,173,181)
Governmental funds only report the disposal of assets to the extent proceeds are received from the sale. In the statement of activities, a gain or loss is reported for each disposal. This is the amount of the loss of disposed capital assets reduced by the actual proceeds received from the sale of capital assets.	(10,260)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	59,020
Governmental funds report the effect of bond issuance premiums when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.	12,335
Proceeds from long-term debt are other financing sources in the funds, but debt issuances increase long-term liabilities in the statement of net position.	(1,761)
Repayment of principal on bonds and capital leases is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.	2,762,923
Revenue received from the State of New Hampshire and reported in the governmental funds are reported as a reduction of the direct financing lease receivable in the statement of net position.	(189,020)
The Internal Service Fund is used by the County to charge the costs of dental and health insurance to individual funds. The net cost of the Internal Service Fund is reported in Governmental Activities.	273,430
In the statement of activities, interest is accrued on outstanding bonds and capital leases, whereas in governmental funds, an interest expenditure is reported when due.	30,504
Change in Net Position of Governmental Activities	\$ 3,103,363

See accompanying notes to the basic financial statements

EXHIBIT E
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Statement of Net Position
Proprietary Funds
December 31, 2012

	ASSETS	Internal Service Fund
Current Assets:		
Cash and cash equivalents		<u>\$ 1,641,552</u>
Total Current Assets		<u>1,641,552</u>
Noncurrent Assets:		
Restricted cash		<u>79,238</u>
Total Noncurrent Assets		<u>79,238</u>
Total Assets		<u>1,720,790</u>
	DEFERRED OUTFLOWS OF RESOURCES	
Total Deferred Outflows of Resources		<u> </u>
	LIABILITIES	
Current Liabilities:		
Accounts payable		133,797
Due to other funds		<u>46,557</u>
Total Current Liabilities		<u>180,354</u>
	DEFERRED INFLOWS OF RESOURCES	
Total Deferred Inflows of Resources		<u> </u>
	NET POSITION	
Unrestricted		<u>1,540,436</u>
Total Net Position		<u>\$ 1,540,436</u>

See accompanying notes to the basic financial statements

EXHIBIT F
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Statement of Revenues, Expenses and Changes in Net Position
Proprietary Funds
For the Year Ended December 31, 2012

	Internal Service Fund
Operating revenues:	
Charges for services	\$ 3,144,711
Total operating revenues	<u>3,144,711</u>
Operating expenses:	
Administrative	<u>2,871,784</u>
Total operating expenses	<u>2,871,784</u>
Operating income	<u>272,927</u>
Non-operating revenues:	
Interest revenue	<u>503</u>
Net non-operating revenues	<u>503</u>
Change in net position	273,430
Total net position at beginning of year	<u>1,267,006</u>
Total net position at end of year	<u>\$ 1,540,436</u>

See accompanying notes to the basic financial statements

EXHIBIT G
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Statement of Cash Flows
Proprietary Funds
 For the Year Ended December 31, 2012

	Internal Service Fund
Cash flows from operating activities:	
Cash received for interfund services provided	\$ 3,144,711
Cash paid to suppliers	<u>(2,839,447)</u>
Net cash provided by operating activities	<u>305,264</u>
Cash flows from investing activities:	
Investment income	<u>503</u>
Net cash provided by investing activities	<u>503</u>
Net increase in cash and cash equivalents	305,767
Cash and cash equivalents at beginning of year	<u>1,368,466</u>
Cash and cash equivalents at end of year	<u>\$ 1,674,233</u>
Reconciliation of operating income to net cash provided by operating activities:	
Operating income	\$ 272,927
Adjustments to reconcile operating income to net cash provided by operating activities:	
Changes in assets and liabilities:	
Accounts payable	<u>32,337</u>
Net cash provided by operating activities	<u>\$ 305,264</u>

See accompanying notes to the basic financial statements

EXHIBIT H
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Statement of Fiduciary Net Position
Fiduciary Funds
December 31, 2012

	Agency Funds
ASSETS	
Cash and cash equivalents	\$ 555,460
Due from other funds	1,168
Total assets	<u>556,628</u>
DEFERRED OUTFLOWS OF RESOURCES	
Total Deferred Outflows of Resources	<u> </u>
LIABILITIES	
Accounts payable	44,476
Due to others	119,838
Due to other governments	392,314
Total liabilities	<u>556,628</u>
DEFERRED INFLOWS OF RESOURCES	
Total Deferred Inflows of Resources	<u> </u>
NET POSITION	
Held in trust	<u> </u>
Total net position	<u>\$ -</u>

See accompanying notes to the basic financial statements .



County of Cheshire

33 West Street, Keene, NH 03431

Website: www.co.cheshire.nh.us

County of Cheshire Mission Statement

Cheshire County is value and service driven. Cheshire County will be known as an innovative and progressive leader providing cost effective county services that are required by statute. Others will benchmark against Cheshire County as an example of the best in local government as we partner to meet the unique or unmet needs of county residents. The citizens and Board of Commissioners will be proud of the staff and have a firm belief in the reliability, truth and strength of the organization.

Area Code 603

♦ **County Commissioners** 352-8215/Fax 355-3026 ♦ **Registry of Deeds** 352-0403/Fax 352-7678 ♦ **Finance Department** 355-0154/Fax 355-3000 - 33 West Street, Keene, NH 03431 ♦ **County Sheriff** 352-4238/Fax 355-3020 ♦ **County Attorney** 352-0056/Fax 355-3012 - 12 Court Street, Keene, NH 03431 ♦ **Alternative Sentencing/Mental Health Court** 355-0160/Fax 355-0159 - 265 Washington St. Keene N.H. ♦ **Department of Corrections** 825 Marlboro Street, Keene, 03431 - 903-1600/Fax 352-4044 ♦ **Maplewood Nursing Home & Assisted Living** 399-4912/Fax 399-7005 - TTY Access 1-800-735-2964 ♦ **Facilities** 399-7300/Fax 399-7357 ♦ **Human Resources** 399-7317/399-7378/Fax 399-4429 - 201 River Rd, Westmoreland, NH 03467



County of Cheshire

33 West Street, Keene, NH 03431
Web site: www.co.cheshire.nh.us

County Board of Commissioners 2013

John M Pratt, Chairman

Stillman Rogers, Vice Chairman

Roger Zerba, Clerk

Area Code 603

Commissioners 352-8215/Fax 355-3026 ♦ County Attorney 352-0056/Fax 355-3012 ♦ Registry of Deeds 352-0403/Fax 352-7678 ♦ County Sheriff 352-4238/Fax 355-3020 ♦ Alternative Sentencing/Mental Health Court 355-0160/Fax 355-0159 ♦ Finance Department 355-0154/Fax 355-3000 ♦ Human Resources 399-7317/399-7378/Fax 399-4429 ♦ Human Services 357-4988/Fax 355-3022 ♦ Maplewood Nursing Home & Assisted Living 399-4912/Fax 399-7005 ♦ Facilities 399-7300/Fax 399-7357 ♦ House of Corrections 399-7794/Fax 399-8334
TTY Access 1-800-735-2964

Maplewood Nursing Home & Assisted Living; Facilities Dept. 201 River Road; House of Corrections 160 River Road, Westmoreland, NH 03467

County of Cheshire

Key Personnel

SFY14

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Tbd	Higher Ed Prevention Coordinator	\$43,000	100%	\$43,000
Cyndi Desrosiers, GPC, CPS	Grants Manager, County of Cheshire	\$43,100	0%	\$0
Dr. James Earle	VP Student Affairs, Franklin Pierce University	\$168,000	0%	\$0
Christine Burke, MEd, MCHES	Director of Health & Wellness, Keene State College	\$82,555	0%	\$0
Polly Morris	Regional Network Coordinator, Monadnock Voices for Prevention	\$37,315	0%	\$0

County of Cheshire

Key Personnel

SFY15

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Tbd	Higher Ed Prevention Coordinator	\$43,000	100%	\$43,000
Cyndi Desrosiers, GPC, CPS	Grants Manager, County of Cheshire	\$43,100	0%	\$0
Dr. James Earle	VP Student Affairs, Franklin Pierce University	\$168,000	0%	\$0
Christine Burke, MEd, MCHES	Director of Health & Wellness, Keene State College	\$82,555	0%	\$0
Polly Morris	Regional Network Coordinator, Monadnock Voices for Prevention	\$37,315	0%	\$0

James P. Earle, Ph.D.

EDUCATION:

Ph.D. Educational Leadership, University of Connecticut, December 1992
M.A. Higher Education Administration, University of Connecticut, July 1986
B.A. English Literature, Magna Cum Laude, New England College, May 1982

EMPLOYMENT:

**Vice President for Student Affairs, Franklin Pierce University, Rindge, NH.
(July 1995 to Present)**

One of five direct reports to the President of the University. Responsible for the leadership, management and supervision of all aspects of the co-curricular program in this residential college of approximately 1450 students. Current areas include: Residential Life, Safety and Security, Health Services, Counseling and Outreach Education, Career Services, Campus Ministries, Community Service, Student Conduct, Summer Conferences and Events, Student Activities, Student Government, Leadership Programs, Orientation, Retention Efforts and Outreach, Readmission and Withdrawal Process, and Compliance Coordinator for Student Concerns relating to Title IX, ADA/504. Also shared responsibility for oversight of select programs at the College's four Graduate and Professional Studies campuses throughout the state and Arizona.

Associate Consultant, Noel-Levitz, Denver, CO.

(June 2002 to July 2004)

And

Associate Consultant, Teresa Farnum and Associates, New Boston, NH

(December 2004 to July 2006)

Work with the Retention Division of the company, typically carrying one client at a time, with four to six visits per client.

Dean of Student Affairs, Franklin Pierce College, Rindge, NH.

(July 1993 to July 1995)

As a member of the President's Cabinet and reporting directly to the President, responsibilities included all those listed above under VP for Student Affairs, except: Safety, and Retention Efforts and Outreach. This position did include the oversight of Academic Services, Advising, developmental Education and Learning Differences.

Adjunct Faculty, Franklin Pierce College, Rindge, NH.

(August 1992 to 2004)

Taught and assisted in the development of curricula in College's core program, "Individual and Community Integrated Curriculum." Courses taught include: "Individual and Community," "Science of Society," "Portfolio Assessment," and "The American Experience." Also worked on an Outcomes Assessment Committee, measuring the effectiveness of the core in relation to the stated "Goals of the Student Experience."

**Associate Dean of Student Affairs, Franklin Pierce College, Rindge, NH.
(June 1992 to July 1993)**

Reporting to the Vice President for Student Affairs, was employed by the College primarily to: Develop and implement a new Student Code of Conduct; create a model for a co-curricular education program to support the College's new curriculum entitled, "Individual and Community;" and develop a leadership program that would help reshape the student culture. Other responsibilities included the oversight of: new and transfer student orientation, the judicial branch, and leadership development, including an "Emerging Leader Program."

**Assistant Dean of Hobart College, Hobart and William Smith Colleges, NY.
(July 1989 to June 1992)**

Worked to develop all aspects of the residential college, under which was organized residential programs, housing operations, Greek life, government and leadership, clubs and organizations, faculty programs in the residential college, and all non-academic discipline/student conduct. Shared responsibility with the other deans for: Academic advising for the first two years; on-going student orientation; and the planning of a gender awareness program entitled "Men and Masculinity." Served on the Administrative Budget Committee and Institutional Research Committee. Managed budget in excess of \$2 million.

**Director of Student Life, Mitchell College, CT.
(June 1986 to July 1989)**

Acted as administrative officer for: the Residential Life program; Student Activities and Leadership; and Student Conduct. More specifically: Hired, trained and supervised a Director of Student Activities, seven full-time Resident Directors and 35 student Resident Assistants; planned and implemented professional, paraprofessional and student development; and assumed fiscal responsibility for both Residential Life and Student Activities.

**Adjunct Faculty, Mitchell College, CT.
(June 1986 to July 1989)**

Taught one to two developmental courses per semester and during the summer term for the Psychology Department.

**Assistant Dean of Students, New England College, ENGLAND.
(June 1983 to July 1985)**

In this international liberal arts college of approximately 1300 students, had administrative responsibilities on the College's British campus. Assisted in administration of all facets of student affairs. Most important among these roles was the "re-creation" of the residential experience within the context of an international environment. Also managed all housing operations, safety and security, and the student judicial system.

**Area Coordinator, New England College, NH.
(August 1982 to June 1983)**

Managed the Residential Life program in a complex of approximately 300 students. Responsibilities included oversight of the day-to-day operations of two halls; selection, supervision, training and evaluation of one head resident and ten paraprofessional resident assistants; development of social and educational programs; advisement of hall governance; and the counseling of students with disciplinary and other psycho-educational issues.

OTHER RELEVANT WORK EXPERIENCE:

- **Assistantship**, Disabled Student Services, University of Connecticut, CT (September 1985 to May 1986).
- **Practicum**, University Admissions, University of Connecticut, CT (January 1986 to March 1986).
- **Head Resident**, Residential Life, New England College, NH (August 1981 to June 1982).
- **Elderhostel Coordinator**, Continuing Education, New England College, NH (June 1982 to August 1982).
- **Coordinator**, Engineering Foundation Conferences, NY (June 1981 to August 1981).
- **Assistant Instructor**, "The Resident Assistant," New England College, NH (September 1982 to December 1982).
- **Student Affairs Coordinator**, Summer School, New England College, NH (June 1980 to August 1980).

SELECT PROFESSIONAL CONTRIBUTIONS AND ACCOMPLISHMENTS:

- Authored chapter entitled "Student Life" in James Forest and Kevin Kinser's (Eds.) Encyclopedia of Higher Education, 2002.
- Authored a chapter in a Jossey-Bass New Directions in Student Services Monograph, entitled "Rape Prevention for Men: Clinical and Educational Program Strategies." Published January 1994.
- Authored research article "Acquaintance Rape Workshops: Their Effectiveness in Changing the Attitudes of First Year College Men" in the NASPA Journal, volume 34, number 1, fall 1996.
- 1992 recipient of the American College Personnel Association (ACPA), Commission XII, *Burns Crookston Award* for the most outstanding doctoral dissertation of the year.
- Former member of New Hampshire Higher Education Alcohol and Other Drug Committee (2000 to 2004).
- Developed sexual ethics program for first year college men, based on development theory and change models for men. The program was cited on Peter Jennings' May 5, 1992 ABC special entitled, "Men: Sex, Rape and Power."
- Substance Resistance Program developed at Hobart College was cited in: "Substance Free Rooms Offer Students Refuge from Alcohol," The Chronicle of Higher Education, March 31, 1991; "Substance-Free Option Offers Campus Haven," Democrat and Chronicle, February 24, 1992; "Dorms Without Drugs Provide Substance-Free Housing," The Christian Science Monitor, December 1992; "Colleges Seek Alternatives to Excessive Drinking," The Daily Messenger, January 10, 1991.

Christine M. Burke

Keene State College, Keene, New Hampshire

Director, Center for Health & Wellness, Division of Student Affairs

August 2005 – present

- Comprehensive management of an acute medical care clinic servicing 5000 + students & a campus wide health promotion program; <http://www.keene.edu/chw/>
- Responsible for an annual operating budget of \$840,000.
- Administrative supervisor: one (1) Physician, two (2) Nurse Practitioners, three (2) Registered Nurses, one (2) Medical Assistant, one (1) Coordinator of Wellness Education, and one (1) Office Assistant.
- Campus-wide Incident Commander for H1N1.
- Co-chair, Standard 6 subcommittee for the New England Association for Schools & Colleges (NEASC) institutional accreditation process.
- Proposed, coordinated, and launched Electronic Medical Records (EMR) system.
- Reorganized clinic's organizational structure to maximize patient services.
- Provides monthly reconciliation of student billing(s) and coordinates with Business Services Office.
- High frequency coordination with Counseling Center, Campus Safety, Residence Life, and Athletics in order to provide comprehensive care for students.
- Represents the Center for Health & Wellness at all Student Affairs and Admissions functions.
- Presents regularly to the President's Cabinet on a variety of topics pertaining to student health services and campus wellness.
- Participates in weekly Students of Concern (SOC) meeting.
- College liaison to Cheshire Medical Center/Dartmouth Hitchcock Keene.
- Co-chair, President's Commission for the Promotion of Wellness (PCPOW).
- Chairperson, Director of Counseling Search Committee.
- Chairperson, Coordinator of Student Activities Search Committee.

Interim Director, Health Services, August 2004 – August 2005

Director, Wellness Promotion, August 2003 – August 2004

- Responsible for all health and wellness programming for the campus community.

Merrimack College, North Andover, Massachusetts

Interim Director of Resident Life, Division of Student Life, May 2002 – August 2003

- Comprehensive management of residential life program consisting of five professional and administrative staff, fifty-two paraprofessionals, for a 1400+ student population.
- Fiscal management of operating budget.

- Administrator on-call for emergencies and interventions.

Coordinator of Health Education, Counseling & Health Services, September 1991 – April 2002

- Managed an institution-wide drug prevention program sponsored by the Fund for the Improvement of Post-Secondary Education (FIPSE).
- Developed the Right Choice Peer Education Program and served as Advisor/Trainer.
- Expanded existing prevention effort into a comprehensive health education program for faculty, staff, and students.
- Member of the Student Life Crisis Intervention Team.
- Provided individual educational/counseling sessions with students on alcohol and drug issues.
- Administrative liaison for sexual harassment.
- Collaborated with faculty for curriculum infusion, service-learning, and data collection activities.
- Launched student intervention training for faculty members.
- Commencement Marshall, May 2002.
- Assisted in the development and review of Sexual Assault Policy/Sexual Harassment Policy.
- Awarded FIPSE grant to create and chair NECCUM PEP Consortium.

Triton Regional High School, Byfield, Massachusetts

Health Teacher, September 1989 – June 1991

- Designed and implemented health curriculum for grades 7-12.

North Andover Public Schools, North Andover, Massachusetts

Drug Free Schools Program Coordinator, November 1988 – August 1989

- Manager of a privately funded initiative to establish and maintain a K-12 drug prevention program for a suburban public school.

Lawrence Public Schools, Lawrence, Massachusetts

Science/Health Teacher, September 1984 – November 1988

RELATED EXPERIENCE

Keene State College, Adjunct Faculty, Health Science Department, Fall 2004 – present

- HLSC 101: Health and Wellness
- HLSC 485: Health Promotion Practice

Merrimack College, Adjunct Faculty, Fall 2001- Spring 2003

- Co-authored the First Year Seminar course, FS153A: Higher Education and Human Development.

The Higher Education Center for Alcohol & Other Drug Prevention, Chestnut Hill, MA
Center Associate, January 1998 – April 2002

- Participated in annual trainings and was a consultative resource for campus and community agencies on prevention.

US Department of Education, Grant Examiner, Summers 2000 & 2001

- Reviewed and evaluated competitive Health and Physical Education grant proposals.

New England College Health Association (NECHA)

Board Member, 2005 – 2009

Conference Planning Committee, 2010 - present

New England College Alcohol Network (NECAN)

Board Member, 1995 – 2000

Greater Lowell Rape Crisis Center, Intake Counselor

Consultant to the following schools and institutions: Worcester State University, Marian Court College, Pentucket Regional Schools, University of Massachusetts – Lowell, Franklin Pierce University, Arlington Catholic High School, St. Michael School – North Andover, Andover Public Schools, Northern Essex Community College.

Certifications:

Master Certified Health Education Specialist #5531

Certified Health Supervisor/Director #0265095 (MA)

Member: American College Health Association

EDUCATION:

Lesley University, M.Ed., Educational Management, May 1990

University of Massachusetts – Lowell, B.S. Health Education, May 1984

Polly Morris

Substance Abuse Prevention and Community Organizing

Monadnock Voices for Prevention Keene, NH 01/13-present
Regional Coordinator

- Work with the communities in the Monadnock Region to build relationships and partnerships
- Communicate with Executive Committee, Leadership Team, State Representatives, Communities within the region, and Partnerships via telephone, e-mail, face-to-face or group as necessary to maintain and implement communication mechanisms
- Provide facilitation and meeting support
- Provide oversight for appropriate and adequate allocation of funding
- Provide direction and guidance to Monadnock Region's membership
- Meet work plan requirements
- Comply with all reporting requirements of Monadnock Collaborative, Cheshire County, Bureau of Drug and Alcohol Services, and other funders as developed.
- Collaborate with Leadership Team and fiscal agent to manage and report on funding distribution.
- Track and report on regional activities as outlined in funders scope of service.
- Lead and/or participate in funder's site visits.
- Obtain and maintain Certified Prevention Specialist
- Attend training and seminars to increase professional development and maintain a current knowledge of best prevention practices, procedures, and methods.

Counseling Work Experience

The Phoenix House Dublin, NH 03/10 – 10/12
Academy Adolescent Program
Youth Counselor

- Created Individual Action Plans for clients to provide quality and effective substance abuse treatment by consulting and assessing with clinical team
- Managed implementation of plan by ministering direct counseling for individuals and families
- Liaised strong community relationships with local police force, area schools, colleges and churches
- Fostered local community outreach enlisting client involvement to promote public awareness
- Motivated clients to utilize internal and external resources to fully invest in their own recovery

Food Service Work Experience

Summerhill Assisted Living Peterborough, NH 11/09 - 03/10
Kitchen Manager / Food Services Specialist

- Provided a variety of healthy, creative, meals and snacks reflective of a caring home environment
- Collaborated with clinical staff to ensure medical requirements for proper nutritional requirements

- Conducted team meetings to guarantee food service department met corporate budget goals and state health codes
- Interviewed residents on personal preferences and dietary needs

Crotched Mountain Rehab Center Greenfield NH 04/08 – 11/09
Kitchen Manager / Dietary Aide

- Chef trained to prepare and execute all meals and snacks for group homes, school and employee dining
- Managed weekend reduced staffing to provide full service meals and snacks
- Collaborated with dieticians to provide specific dietary requirements for brain injury clients

Education and Achievements

- Bachelor of Science in Human Services specializing in Addiction Counseling GPA-3.76
Springfield College, Manchester, NH
- Currently pursuing Masters Degree in Mental Health, Springfield College
- Winner, Springfield College Humanics Award 2012
- Winner, Phoenix House Excellence Award 2011
- Participated in compliance checks with Cheshire Coalition for Tobacco Free Communities

Volunteer and Community Work

- Active member Monadnock Alcohol and Drug Abuse Coalition as prevention team specialist
- Driver for Phoenix House Adult Program

Cynthia M. Desrosiers, CPS

Objective

It is my goal to work with a team of professionals who collaborate in a community to reach common goals where my strengths and passion will be utilized and embraced to empower and motivate others to achieve positive outcomes.

Experience

<p>Sept. 2010 - current</p> <p>Grant Manager</p> <ul style="list-style-type: none"> ▪ Manage and write county-wide grants (average \$4 million) for all initiatives: federal, state, foundation and others; Mobilize community members, organize stakeholders, complete financial and programmatic reports with many grant systems and provide support to sub-recipients of grant funds; work closely with Dept. of Corrections, County Attorney's Office, Alternative Sentencing Program, County Sheriff's Office, County Nursing Home, Regional Substance Abuse Network, Public Health Network and other non-profit organizations. ▪ Conduct Grant Writing and Management Workshops for non-profit organizations within Cheshire County and NH 	<p>County of Cheshire</p>	<p>Keene, NH</p>
<p>Nov. 2009 – current</p> <p>Administrator</p> <ul style="list-style-type: none"> ▪ Manage website and correspondences, provide technical assistance to Board Of Directors and Peer Review Committee, provide representation for national Administrator meetings, manage distance learning courses and write state grant for sustained funding for the organization 	<p>NH Prevention Certification Board</p>	<p>Manchester, NH</p>
<p>July 2007 – current</p> <p>Consultant</p> <ul style="list-style-type: none"> ▪ Provide board development, strategic planning, sustainability planning and capacity building to non-profits ▪ Write grants and provide grant compliance consultation to non-profits ▪ Provide staff with action planning and coalition building strategies ▪ Provide Prevention Ethics training 	<p>Self-employed</p>	<p>Marlborough, NH</p>
<p>July 2007- March 2010</p> <p>Regional Prevention Coordinator</p> <ul style="list-style-type: none"> ▪ Worked with community stakeholders and the state to develop a Regional Prevention Network in the State of NH in the Greater Seacoast Area; Coordinated strategies within membership body and oversight board members; Advocate at legislative hearings and within workgroups regarding relative law changes; Identified networking and sustainable opportunities; Coordinated monthly meetings with stakeholders; Maintained financial requirements of the grant, \$320,000 per year; Provided ongoing technical assistance and training to five coalitions at varying stages of development; Co-Chaired Law Enforcement Taskforce and wrote successful Strategic Prevention Framework Continuation, Enforcing Underage Drinking Laws, Department Of Education Title IV Grants 	<p>Allies in Substance Abuse Prevention</p>	<p>Portsmouth, NH</p>

Cynthia M. Desrosiers, CPS

2003- July 2007

Greater Waterville Communities for Children &
Youth

Waterville, ME

Project Director, Prevention Coalition

- Managed three grants for substance abuse prevention; Implemented and coordinate substance abuse prevention programs; Worked with evaluators to measure outcomes of programs; Worked with community organizations to reach program goals; Ordered, managed, and monitored general office needs; Coordinate efforts nationally with NH Attorney General and Center for Alcohol for Marketing to Youth; Tracked and monitored expenses for fiscal sponsor and wrote collaborative successful grants to sustain and expand prevention efforts to the State of Maine OneME and Essential Services, Drug Free Communities, SPF SIG, America's Promise 100 Best Communities for Young People, and Service 2 Science for Boomerang Diversion Program

Education/ Certificates

1982-1983	Charles H. McCann Technical School	North Adams, MA
Medical Assistant Certificate		
2008-current	NH Prevention Certification Board	Manchester, NH
Certified Prevention Specialist		

Relevant Experience

2012- current: Chair, Sustainability Committee, State-wide Specialty Courts

2011- current: Court Appointed Special Advocate (CASA/gal)

2013 Substance Abuse and Mental Health Services Administration Policy Academy

2012 Monadnock United Way Allocations Committee

2010 Leadership Seacoast Graduate

2010 Grant Reviewer, Elementary and School Counseling Program

2009 New England Institute of Addiction Studies Leadership Graduate

2007 Grant Reviewer, Drug Free Communities Grant, Substance Abuse and Mental Health Services Administration

Honors/ Awards

Maine Coalition Against Sexual Assault "Make A Difference Award" 2003
Waterville Board of Education "Community Award" 2005
MSAD 49 "Organization Award" for GWC4CY 2005
Waterville Junior High School, "Outstanding Contribution" 2007

Published Articles: "How Do I Protect My Kids?", 2002, July Catholic Digest
The Truth, and My Voice, 1999, Survivor's Network of Those Abused by Priests website:
www.snapnetwork.org

Anna M. Adachi-Mejia, PhD

Department of Pediatrics, Geisel School of Medicine at Dartmouth

One Medical Center Drive, HB 7925 • Lebanon, NH 03756 • USA

Education	The Dartmouth Institute for Health Policy and Clinical Practice (formerly called the Center for the Evaluative Clinical Sciences) Dartmouth College, Hanover, NH	PhD, 2002
	The Dartmouth Institute for Health Policy and Clinical Practice Dartmouth College, Hanover, NH	MS, 1996
	Dartmouth College, Hanover, NH; Major in History	AB, 1992
Academic Appointments	Assistant Professor, Pediatrics, Geisel School of Medicine at Dartmouth, Lebanon, NH	2011-present
	Assistant Professor, The Dartmouth Institute for Health Policy and Clinical Practice, Lebanon, NH	2011-present
	Research Assistant Professor, Pediatrics, Geisel School of Medicine at Dartmouth, Lebanon, NH	2006-2011
	Research Assistant Professor, The Dartmouth Institute for Health Policy and Clinical Practice, Lebanon, NH	2011
	Instructor, Pediatrics, Geisel School of Medicine at Dartmouth, Lebanon, NH	2004-2006
Selected Professional Positions	Program Member, Cancer Control Research Program, Norris Cotton Cancer Center, Dartmouth Medical School, Lebanon, NH	2009-present
	Assistant Director, Community Health Research Program, Hood Center for Children and Families, Dartmouth Medical School, Lebanon, NH	2005-2010
	Research Coordinator, Cancer Risk Behaviors Group, Pediatrics, Dartmouth Medical School, Lebanon, NH	2002-2005
	Graduate Teaching Assistant, Biostatistics and Epidemiology Lab, Center for the Evaluative Clinical Sciences, Lebanon, NH	1997-1998
	Associate, Resource Systems Group, Inc., Environmental Consultants for Transportation Planning, White River Junction, VT	1993-1994
	Other past positions include: Telephone Interviewer (2001), Exit Poll Interviewer (2000), Project Assistant (1997), Writing Assistant (1995-2000), Architectural Intern (1992-1993), Student Conservation Association Intern (1991), Intern in New York State Senate (1990)	
Awards and Honors	Invited Scholar, American Academy of Sleep Medicine Young Investigator Research Forum for promising young investigators in clinical and translational sleep medicine research	2013
	New Connections Seventh Annual Symposium Selected Attendee, The Robert Wood Johnson Foundation	2013
	New Connections Annual Research and Coaching Clinic Selected Attendee, The Robert Wood Johnson Foundation	2008, 2009
	Who's Who, Minority & Women Doctoral Directory	2004
	Society of Behavioral Medicine's 25th Anniversary Annual Meeting and Scientific Sessions Citation Recipient (poster presentation)	2004
	Center for Environmental Health at Dartmouth Postdoctoral Fellow	2002
	NAMI Research Institute, Stanley Scholars Program Predoctoral Fellow	1996-2000

Selected Service (out of 48)	National	
	Society for Behavioral Medicine, Policy Committee Member	
	The Robert Wood Johnson Foundation (RWJF) Expert Reviewer, Healthy Eating Research (2009, 2011-2013) and Active Living Research (2008-2010)	2010-present 2008-2013
	Regional	
	Upper Valley Healthy Eating Active Living Partnership, Advisor	2011-present
	Green Mountain and White Mountain Children's Centers Board of Directors, Board Secretary and Co-Chair, Food Policy Committee	2009-2010
	Upper Valley Trails Alliance, Scientific Advisor	2009
	City of Lebanon Trails Connect Forum, Facilitator	2006-present
	Pedestrian and Bicyclist Advisory Committee, City of Lebanon, Chair	2006,2008
	Women's Information Service, Board of Directors, Member	2005-2007
	NH Tobacco Prevention Task Force, Strategic Planning Committee	2004-2005
	Institutional	
	Master of Science and Masters of Public Health Admissions Committee	2006-2007
New Hampshire-Dartmouth Psychiatric Research Center Search Committees	2002-2005	
Medical School Dean Search Committee	1997	
Selected Journal Referee Activities: American Journal of Health Behavior, American Journal of Preventive Medicine, Archives of Pediatrics and Adolescent Medicine, Ethnicity and Disease, Journal of Adolescent Health, Journal of Children and Media, Journal of Nutrition Education and Behavior, The Lancet, Pediatrics, Tobacco Control		
Selected Grant Awards (out of 21)	Principal Investigator, American Cancer Society Institutional Research Grant, \$26,225 to conduct follow-up photovoice research, 4/1/12-12/31/13	
	Principal Investigator, American Cancer Society Institutional Research Grant, \$30,000 to conduct photovoice research, 4/1/10-3/31/12	
	Principal Investigator, The Robert Wood Johnson Foundation, Healthy Eating Research ID 63147, \$98,966 to assess school vending machine policies on rural adolescent beverage consumption, 9/1/07-2/28/10	
	Co-Investigator, National Cancer Institute, R01 CA108918, \$2,613,511 to study movie influences on adolescent smoking, 5/25/05-6/30/10	
Selected Peer-Reviewed Publications (out of 25)	Adachi-Mejia AM, et al. A comparison of individual versus community influences on youth smoking behaviors: A cross-sectional observational study. <i>BMJ Open</i> , 2012 Sep 1;2(5).	
	Adachi-Mejia AM, et al. Perceived intrinsic barriers to physical activity among rural mothers. <i>Journal of Women's Health</i> , 2010 Dec;19(12):2197-202.	
	Primack BA, Fertman CI, Rice KR, Adachi-Mejia AM , Fine MJ. Waterpipe and cigarette smoking among U.S. college athletes. <i>Journal of Adolescent Health</i> , 2009 46(1).	
	Adachi-Mejia AM, et al. Influence of movie smoking exposure and team sports participation on established smoking. <i>Archives of Pediatrics and Adolescent Medicine</i> , 2009 Jul; 163(7):638-43.	
	Adachi-Mejia AM, et al. Children with a TV in their bedroom at higher risk for being overweight. <i>International Journal of Obesity</i> , 2007 Apr; 31(4):644-51.	
	Sargent JD, Beach ML, Adachi-Mejia AM, et al. Exposure to movie smoking: its relation to smoking initiation among US adolescents. <i>Pediatrics</i> , 2005 Nov; 116(5):1183-91.	
	Adachi-Mejia AM, et al. Tobacco brand appearances in movies before and after the master settlement agreement. <i>JAMA</i> , 2005 May 18; 293(19):2341-2.	

Anna M. Adachi-Mejia, PhD - Resume, last updated 9/9/13.

Higher Ed Prevention Coordinator (1.0 FTE)

Minimum Qualifications: Candidates with a Bachelor's degree and those working towards certification as a prevention specialist preferred. Certified Prevention Specialist status must be obtained within one year of hire. Minimum of five years experience in: community organizing, community development, community relations, substance abuse prevention and organizational development. Connection between related experience and substance misuse prevention or higher education health a plus. Must have strong communication skills with a proven ability to develop effective collaborative relationships (be able to clearly articulate purpose, goals and objectives both verbally and in writing, and to listen and integrate community stakeholder feedback and recommendations). Leadership characteristics including an ability to adapt approach, style and methods to best engage, empower and sustain the involvement of college and community partners necessary. Must be detail oriented, able to track, follow through and meet deadlines within the goals of each college and all State contract obligations.

Key Responsibilities

1. Coordinate efforts at Keene State College and Franklin Pierce University around substance misuse
 - a. Work with college and community stakeholders and State to complete assessment, planning, capacity, implementation and evaluation of both campuses.
 - b. Act as a main conduit for communications between consortium members, the Regional Network, consultants and fiscal agent.
 - c. Assure that cultural competency and sustainability are vital and on-going concerns of the projects goals:
 - i. Ensure that planning processes include cultural diversity, students and are sensitive to cultural issues.
 - ii. Ensure implementation of long-term funding strategy and developmental plan, identifying possible funding sources, donors, and other resources.
 - iii. Work with partners to identify potential resources
 - d. Identify networking opportunities with current and other health concerns that will enhance the project.
 - e. Coordinate data collection and evaluation efforts with State, Center for Excellence, Consultant, and Faculty at KSC and FPU
 - f. Ensure strategic planning support for both colleges
 - g. Ensure logistical support for project development, including research on evidence based practices
 - h. Participate and support workgroup meetings with membership and consortium members, as well as site visits with State contract managers
 - i. Coordinate media, public relation and outreach/educational activities
 - j. Ensure compliance of three environmental strategies on each campus per contract with State
 - k. Attend and coordinate consortium team attendance to trainings appropriate to the project advancement
2. **Logistics**
 - a) Maintain and implement communication mechanisms.
 - b) Provide facilitation and meeting support.
 - c) Provide oversight for appropriate and adequate allocation of funding.
 - d) Provide direction and guidance to network consortium.
 - e) Maintain employment status with County of Cheshire
3. **Reporting**
 - a) Ensure compliance with contractual and regulatory obligations
 - b) Work with colleges and fiscal agent to manage and report on funding distribution.
 - c) Track and report on prevention activities.
 - d) Provide year-end reports as indicated.
 - e) Provide oral reports during on-site visits.