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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF MEDICAID BUSINESS AND POLICY**

Nicholas A. Toumpas  
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9422 1-800-852-3345 Ext. 9422  
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Kathleen A. Dunn  
 Associate Commissioner

June 3, 2015

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services (DHHS), Bureau of Drug & Alcohol Services, to exercise a renewal option with County of Cheshire (Vendor #177372, B001), Purchase Order Number 1034077, 12 Court Street, Keene, NH 03431, to complete Strategic Prevention Framework project that builds capacity in the community to prevent prescription drug abuse, the use of non-medical opioids, and underage alcohol and excessive alcohol use on the campuses of Keene State College and Franklin Pierce University, by increasing the price limitation by \$100,000 from \$571,617 to an amount not to exceed \$671,617, and by extending the completion date from June 30, 2015 through June 30, 2016, effective July 1, 2015, or the date of Governor and Executive Council approval, whichever is later. This agreement was originally approved by Governor and Council on November 20, 2013, Item #41, and amended by the Attorney General's Office on June 18, 2014, August 4, 2014, and March 16, 2015. 100% Federal funds.

Funds in the following account are anticipated to be available in State Fiscal Year 2016 upon the availability and continued appropriate of funds in future operating budgets with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years if needed and justified, without Governor and Executive Council approval.

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500731	Contracts for Program Svcs	49153338	141,318.69	0.00	141,318.69
2015	102/500731	Contracts for Program Svcs	49153338	430,298.31	0.00	430,298.31
2016	102/500731	Contracts for Program Svcs	49153338	0.00	100,000.00	100,000.00
		<b>Grand Total</b>		<b>\$571,617.00</b>	<b>\$100,000.00</b>	<b>\$671,617.00</b>

### **EXPLANATION**

Approval of this Amendment will allow the Department to complete 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 prescription drug abuse, 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.

The Contractor will complete the project by developing a strategic plan to continue services after the project ends at Keene State College and Franklin Pierce University. The strategic plan will include the continuation of brief screenings and referral to community resources for services to assist the students in reducing substance use disorders, recommendations for strategies to address underage drinking and/or binge drinking as well as the misuse of prescription drugs, recommendations to continue involving the campus and surrounding communities to address substance misuse, and an evaluation plan to continue to monitor performance and effectiveness of implemented strategies. The Contractor will continue to the engagement of students, at risk student populations, parents of college students, Higher Education Administrators, and community members as part of the strategic plan.

Over the past two years, the vendor has consistently and successfully met the contract deliverables on a timely basis, as determined by quarterly site visits by program staff. The following performance measures will be used to measure the effectiveness of the agreement:

- Keene State College and Franklin Peirce University students will experience 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 Franklin Peirce University students 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 female consume each week will reduce.
- 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.

The County of Cheshire was selected for this agreement through a competitive bid process.

As referenced in the Request for Proposals and in the Exhibit C-1 of the original contract, the Department of Health and Human Services in its sole discretion may decide to offer a one (1) year extension of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. The Department is exercising this option.

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.

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

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

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

Respectfully submitted,



Kathleen A. Dunn, MPH  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner



State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the County of Cheshire Contract

This fourth Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II Cohort II contract (hereinafter referred to as "Amendment #4") dated May 18, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and County of Cheshire (hereinafter referred to as "the Contractor"), with a place of business at 12 Court Street, Keene, NH 03431, formerly at 33 West Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 20, 2013, amended by an agreement (Amendment #1 to the Contract) approved on June 18, 2014, amended by an agreement (Amendment #2) approved by the Attorney General's Office on August 4, 2014, and amended by an agreement (Amendment #3) approved by the Attorney General's Office on March 16, 2015, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C-1, Paragraph 3 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, by written agreement of the parties; and

WHEREAS, the Department and the Contractor agree to extend the contract for 1 year and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amend Form P-37, Block, 1.4 to read:  
12 Court Street, Keene, New Hampshire, 03431
- 2) Amend Form P-37, Block 1.7 to read June 30, 2016.
- 3) Amend Form P-37, Block 1.8 to read \$671,617.
- 4) Form P-37, General Provisions, Item 1.9, Contracting Officer for State Agency, to read:  
Eric Borrin, Director Contracts and Procurement
- 5) Form P-37, General Provisions, Item 1.10, to read: (603) 271-9558.
- 6) Amend Exhibit A, Scope of Services, Section 3, Minimum Standard of Core Services, Paragraph 3) iii) to read:  
Conduct a minimum of 20 Appreciate Inquiries (AI) on both campuses using this model.
- 7) Add Exhibit A, Scope of Services, Section 3, Minimum Standard of Core Services, Paragraph 4) ii) to read:  
The Contractor shall continue the campus level strategic plan to June 30, 2016.



- 8) Exhibit B, Method and Conditions Precedent to Payment, Section 1 to read:  
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.
- 9) Add Exhibit B, Method and Conditions Precedent to Payment, Section 7 to read:
  7. Payment for contracted services shall be made on cost reimbursement basis only, for allowable expenses based on the budgets identified Exhibit B-3 and Exhibit B-4. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 10) Add Exhibit B-3.
- 11) Delete in its entirety Standard Exhibit C, Special Provisions, and replace with Exhibit C, Special Provisions.
- 12) Amend Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification, by extending the end date to June 30, 2016.
- 13) Amend Standard Exhibit E, Certification Regarding Lobbying, Contract Period, by extending the end date to June 30, 2016.
- 14) Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
- 15) Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



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

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/4/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

County of Cheshire

5-27-15  
Date

Stillman Rogers  
NAME STILLMAN ROGERS  
TITLE Chair of Commissioners

Acknowledgement:

State of NH, County of Cheshire on 5-27-15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Rodney A. Bouchard  
Name and Title of Notary or Justice of the Peace

RODNEY A. BOUCHARD  
MY COMMISSION EXPIRES 1/29/20



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

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/10/15  
Date

[Signature]  
Name: Gregory A. Cook  
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-3

New Hampshire Department of Health and Human Services  
BUDGET FORM

Bidder/Program Name: County of Cheshire

Budget Request for: Student Assistance Program

*Name of Program*

Budget Period: SFY 2016 - July 1, 2015 to June 30, 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Match funding
1. Total Salary/Wages	49,296.00	-	49,296.00	
2. Employee Benefits	17,853.00	-	17,853.00	
3. Consultants	-	-	-	
4. Equipment:	-	-	-	
Rental	-	-	-	
Repair and Maintenance	-	-	-	
Purchase/Depreciation	-	-	-	
5. Supplies:	-	-	-	
Educational	101.00	-	101.00	
Lab	-	-	-	
Pharmacy	-	-	-	
Medical	-	-	-	
Office	400.00	-	400.00	
6. Travel	2,500.00	-	2,500.00	
7. Occupancy	-	-	-	
8. Current Expenses	-	-	-	
Telephone	1,200.00	-	1,200.00	
Postage	-	-	-	
Subscriptions	-	-	-	
Audit and Legal	-	-	-	
Insurance	-	-	-	
Board Expenses	-	-	-	
9. Software	-	-	-	
10. Marketing/Communications	5,000.00	-	5,000.00	
11. Staff Education and Training	650.00	-	650.00	
12. Subcontracts/Agreements	-	-	-	
13. Other	-	-	-	
Implementation	15,000.00	-	15,000.00	
Student stipends	3,000.00	-	3,000.00	
14. Indirect total	-	5,000.00	5,000.00	
	-	-	-	
<b>TOTAL</b>	<b>95,000.00</b>	<b>5,000.00</b>	<b>100,000.00</b>	<b>0.00</b>

Percent Indirect

5%



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



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

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

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

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

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

Exhibit G

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

Contractor Initials

A handwritten signature in black ink, appearing to be 'SJD'.

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

5-27-15  
Date

Contractor Name:

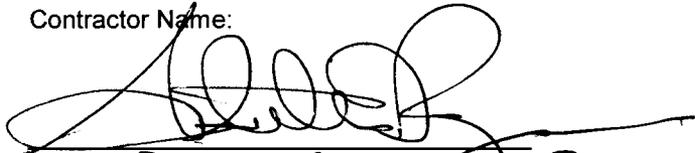
  
Name: ~~Roger~~ STILLMAN ROGIES  
Title: Chair of Commissioners

Exhibit G

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

Contractor Initials





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

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

**(1) Definitions.**

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



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

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

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



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

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

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

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

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

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

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

5-27-15



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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

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5-27-15



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

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

NH Dept of Health & Human Services  
The State

Kathleen Alunn  
Signature of Authorized Representative

Kathleen A Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

6/4/15  
Date

County of Cheshire  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

Stillman Rogers  
Name of Authorized Representative

Chair of Commissioners  
Title of Authorized Representative

5-27-15  
Date

# CERTIFICATE OF VOTE

I, Peter Graves, Clerk of the Commissioners, do hereby certify that:

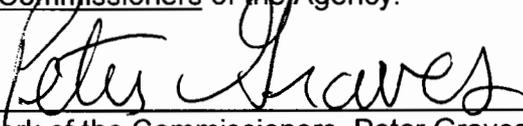
1. I am a duly elected Officer of the County of Cheshire.

2. The following is a true copy of the resolution duly adopted at a meeting of the Commissioners of the County of Cheshire duly held on May 27, 2015:

**RESOLVED:** That the Chairman of the Commissioners is hereby authorized on behalf of this County to enter into the said contract with the State of New Hampshire Department of Health and Human Services and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 27th day of May, 2015.

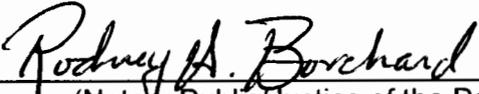
4. Stillman Rogers is the duly elected Chairman of the Commissioners of the Agency.

  
\_\_\_\_\_  
(Clerk of the Commissioners, Peter Graves)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 27th day of May, 2015 by Peter Graves.

  
\_\_\_\_\_  
(Notary Public/Justice of the Peace)  
RODNEY A. BOUCHARD  
(NOTARY SEAL)

Commission Expires: 1/28/20



## CERTIFICATE OF COVERAGE

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

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

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

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

<b>Participating Member:</b> Cheshire County 33 West Street Keene, NH 03431		<b>Member Number:</b> 601	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b>  <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2015	1/1/2016	<b>Each Occurrence</b>	<b>\$ 5,000,000</b>
				<b>General Aggregate</b>	<b>\$ 5,000,000</b>
				<b>Fire Damage (Any one fire)</b>	<b>\$</b>
				<b>Med Exp (Any one person)</b>	<b>\$</b>
	<b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto			<b>Combined Single Limit (Each Accident)</b>	
				<b>Aggregate</b>	
<input checked="" type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> Statutory	
				<b>Each Accident</b>	<b>\$2,000,000</b>
				<b>Disease – Each Employee</b>	<b>\$2,000,000</b>
				<b>Disease – Policy Limit</b>	<b>\$</b>
	<b>Property (Special Risk Includes Fire and Theft)</b>			<b>Blanket Limit, Replacement Cost (unless otherwise stated)</b>	
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>		
			<b>By:</b> <i>Tammy Denver</i>		
			<b>Date:</b> 2/19/2015    tdenver@nhprimex.org		
NH Dept of Health & Human Services 129 Pleasant St Concord, NH 03301			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax		



# County of Cheshire

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12 Court Street, Keene, NH 03431

Website: [www.co.cheshire.nh.us](http://www.co.cheshire.nh.us)

## Cheshire County Commissioners List 2015

**Stillman "Tim" Rogers**

**Chair of the Commissioners**

12 Court Street, Keene, NH 03431

Work: 603-354-8215

[srogers@co.cheshire.nh.us](mailto:srogers@co.cheshire.nh.us)

*District 3 Representing Alstead, Dublin, Fitzwilliam, Harrisville, Jaffrey, Marlow, Nelson, Richmond, Rindge, Stoddard, Sullivan, Troy and Gilsum*

**Charles "Chuck" Weed**

**Vice Chair of the Commissioners**

12 Court Street, Keene, NH 03431

Work: 603-354-8215

[cweed@co.cheshire.nh.us](mailto:cweed@co.cheshire.nh.us)

*District 2 Representing Roxbury, Keene, and Marlborough*

**Peter Graves**

**Clerk of the Commissioners**

12 Court Street, Keene, NH 03431

Work: 603-354-8215

[pgraves@co.cheshire.nh.us](mailto:pgraves@co.cheshire.nh.us)

*District 1 Representing Chesterfield, Hinsdale, Surry, Swanzey, Walpole, Westmoreland and Winchester*

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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 - 12 Court 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 ♦

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**SARAH M. SUTHERLAND**

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**Professional Experience**

**Project Director, April 2014-present**  
**Cheshire County, Keene, NH**

Coordinate the Partnership for Success II Grant for the Bureau of Drug and Alcohol Services through the County of Cheshire. Coordinate the Strategic Prevention Framework process with Keene State College and Franklin Pierce University and community partners to develop a strategic plan to reduce underage drinking, binge drinking, and prescription drug misuse on their respective campuses.

*Key Contributions & Accomplishments:*

**Project Oversight**      Oversee all aspects of the grant for three community partners.  
Engage both colleges in the implementation the Strategic Prevention Framework.  
Provide grant management for funding allocations to community partners.  
Presentations to communities on alcohol and other drugs and the SPF Process.  
Provide expertise in the substance abuse and misuse of alcohol and other drugs.  
Develop strategic plans from the assessment phase of the grant for both colleges  
Evaluate all aspects of the project in collaboration with The Center for Excellence

**Regional Network Coordinator, November 2008-June 2013**  
**Bridges To Prevention, Lower Grafton County, Plymouth, NH**

Coordinated and implemented a comprehensive Regional Network structure for the 25 Cities and Towns in Lower Grafton County including Plymouth State University that involved assessment, capacity, planning, implementation, evaluation, cultural competency, and sustainability. Tasked with collaborating with community partners, advocacy, policy development, fiscal management and oversight, grant collaborations.

*Key Contributions & Accomplishments:*

<b>Network Development</b>	Facilitated workgroups that identified regional priorities with a focus on substance abuse and misuse.  Developed capacity with community partners to increase prevention to decrease underage drinking and binge drinking.  Provided grant management for funding allocations to community partners.
<b>Communication</b>	Developed, implemented, and maintained communication mechanisms such as social media, website, Facebook, e-newsletters, radio ads, rack cards, to increase visibility of the network and provide healthy living and educational information messaging.
<b>Data Collection</b>	Ensured quarterly compliance with contractual and regulatory obligations for the federal government through our state contract to report progress on outcomes.
<b>Evaluation</b>	Consulted with Evaluation teams on community evidence-based programs and assisted in the coordination of the semi-annual high school Youth Risk Behavior Survey.

**Program and Outreach Coordinator, 2006-2008**  
**CADY (Communities for Alcohol and Drug-free Youth), Plymouth, NH**

Coordinated programming and events for the communities in the Newfound, Pemi-Baker, and Linwood areas while collaborating with community partners. Outreached to increase community partners working together to increase prevention efforts to reduced underage drinking, increase parent participation and knowledge of the negative effects of youth substance use.

*Key Contributions & Accomplishments:*

**Program Coordination**

Coordinated and provided oversight for all evidence-based programs and events  
Supervised and scheduled staff and youth that ran a youth entrepreneurial business that employed 25 youth during the summer months.  
Assisted executive director in creating new initiatives and programming  
Assisted executive director in grant writing and research  
Collaborated with partners on community related issues identified specifically to their area.  
Supervised Plymouth State University social work interns, work-study students and community volunteers  
Maintained database and communication channel for program and outreach information and dissemination.  
Coordinated media campaign and related management of daily operations.

**Outreach Coordinator**

Assisted executive director in the design of a marketing plan and materials for coalition-sponsored initiatives and events.  
Researched and disseminated coalition educational outreach material  
Outreached to community partners to implement to assist in the implementation of youth and parental programming

**Education**

**MS Human Services-Organizational Management and Leadership, May 2004**

Springfield College

**Continuing Education/Trainer**

Transformation Mind Dynamics Basic and Advanced Training 9/2013 and 11/2013

Train the Trainer Suicide Prevention CONNECT 2013

Collective Impact Institute November 2012

Trainer Life of an Athlete 2011

Trainer Guiding Good Choices 2010

Trainer Prime For Life 2009

Toastmasters International 2008-2009

**Certifications/Awards**

Underage Drinking Enforcement Training Center Leadership Institute November 2012

Center for Credentialing & Education, Inc. Commemorative Award in recognition of founding the Human Services-Board

Certified Practitioner July 2010

Human Services-Board Certified Practitioner, June 2010, Certification Number #1221, Expiration 2015

Internationally Certified Prevention Specialist, June 2010, Certification # 703152 Expiration June 2016

Pemi Youth Center Community Partner Award 2010

**Community Service**

Plymouth Area Community Closet, Board of Directors (2007-present)

Plymouth Area Community Closet, Board President (2014-present)

Voices Against Violence Crisis Line Volunteer (2006-2014)

Sexual Assault Resource Team – Plymouth (2012-2013)

Transportation Central Board of Directors (2008-2012)

**KEY ADMINISTRATIVE PERSONNEL**

**NH Department of Health and Human Services**

**Contractor Name:** County of Cheshire

**Name of Program:** Partnerships for Success Grant

**Budget Period:** SFY July 1, 2015 to June 30, 2016

Sarah Sutherland	Higher Ed Substance Misuse Prevention Coordinator	\$49,296	100.00%
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF BUSINESS OPERATIONS**  
**BUREAU OF CONTRACTS & PROCUREMENT**

Nicholas A. Toumpas  
 Commissioner

Eric D. Borrin  
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9558 1-800-852-3345 Ext. 9558  
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 5, 2015

Megan Yaple  
 NH Department of Justice  
 Office of the Attorney General  
 33 Capitol Street  
 Concord, New Hampshire 03301

*AG Approved: 3/16/15*

Good Morning Attorney Yaple,

Please review the attached amendment between the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services and County of Cheshire, Vendor #177372B001, 33 West Street, Keene, NH 03431. The Contractor is implementing the Strategic Prevention Framework on the campuses of Keene State College and Franklin Pierce University. The amendment revises the agreement budget for State Fiscal Year 2015, within the price limitation of \$571,617, by adjusting line item costs. The Governor and Executive Council approved the original agreement on November 20, 2013 (Item #41) and Amendment #1 on June 18, 2014 (Item #103). Amendment #2 was approved by the Attorney General's Office on August 4, 2014. There are no additional funds being requested in this amendment. 100% Federal Funds.

The following language is included in Exhibit B Amendment #1, paragraph 1 of the contract amendment approved on June 18, 2014 (item #103) that reads:

- 1) Amendment and Modification of Exhibit B.
  - a. Add the following paragraph:  
 Notwithstanding paragraph 18 of the P-37, an amendment limited to Budgets, to adjust line item amounts within the budgets and to adjust amounts between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council; and

I am asking that you review and sign off on this contract amendment as it does not need further action by the Governor and Executive Council.

The remainder of this letter is presented in the format typical of most Governor and Executive Council letters, so that you might have some context for your review.

**EXPLANATION**

The Strategic Prevention Framework includes five steps: Assessment, Capacity Building, Planning, Implementation, and Evaluation. With the intent of addressing non-medical prescription drug use, underage drinking, and excessive alcohol use among the student body, the Contractor is implementing the Framework on the campuses of Keene State College and Franklin Pierce University. As part of the Framework, the community assessment phase identified targeted prevention strategies

that would help reduce the risk factors associated with substance abuse and misuse. The prevention strategies include evaluation of survey results, social norms and social marketing campaign, a substance abuse screening tool, and a student-led media campaign called PhotoVoice. Because the original contract was implemented late in the academic year, these prevention strategies were delayed. The requested budget revisions are necessary to carry out these strategies and meet the intent and objectives of the agreement.

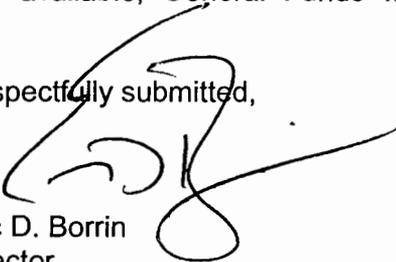
This contract was awarded as the result of a competitive bid process. A Request for Proposals was posted on the Department's web site on July 19, 2013 through September 20, 2013. The Evaluation Committee recommended this vendor for contract.

Area Served: Keene State College and Franklin Pierce University and surrounding communities.

Source of Funds: 100% Federal Funds from the United States Health and Human Services, Substance Abuse and Mental Health Services Administration, Strategic Prevention Framework Partnership for Success.

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

Respectfully submitted,



Eric D. Borrin  
Director



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

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State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the County of Cheshire Contract

This third Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II Cohort II contract (hereinafter referred to as "Amendment #3") dated this day of February 10, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and County of Cheshire (hereinafter referred to as "the Contractor"), with a place of business at 33 West Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 20, 2013, amended by an agreement (Amendment #1 to the Contract) approved on June 18, 2014, and amended by an agreement (Amendment #2) approved by the Attorney General's Office on August 4, 2014, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the Exhibit B, Amendment #1 of the Agreement, paragraph #5, which states Notwithstanding paragraph 18 of the P-37, an amendment limited to Budgets, to adjust line item amounts within the budgets and to adjust amounts between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council; and

WHEREAS, the Department and the Contractor agree to adjust line item Budget amounts within State Fiscal Year 2015, within the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

- 1) Delete Exhibit B-2 Amendment #2 and replace with Exhibit B-2 Amendment #3.



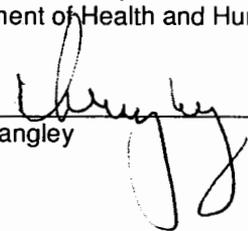
New Hampshire Department of Health and Human Services  
NH Strategic Prevention Framework Partnership for Success II Cohort II

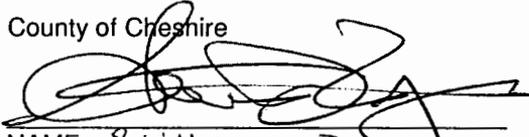
This amendment shall be effective upon approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

3/5/15  
Date

  
Diane Langley  
Director

County of Cheshire  
  
NAME Stillman Rogers  
TITLE Chairman

3-4-15  
Date

Acknowledgement:

State of NEW HAMPSHIRE County of CHESHIRE on MARCH 4, 2015 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Rodney A. Bachard  
Name and Title of Notary or Justice of the Peace



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

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/14/15  
Date

[Signature]  
Name: Megan A. Yopl  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

## Exhibit B-2 Amendment #3

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

Bidder/Program Name: County of Cheshire

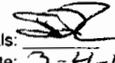
Strategic Prevention Framework Partnership  
Budget Request for: for Success II Cohort II  
(Name of RFP)

Budget Period: July 1, 2014 to June 30, 2015

Line Item	Direct (Incremental)	Indirect (Fixed)	Total	Match/Funding
1. Total Salary/Wages	\$ 43,000.00	\$ -	\$ 43,000.00	\$ 79,481.00
2. Employee Benefits	\$ 20,500.00	\$ -	\$ 20,500.00	\$ 17,460.00
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:			\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:			\$ -	
Educational	\$ 25,633.52	\$ -	\$ 25,633.52	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,034.40	\$ -	\$ 1,034.40	
6. Travel	\$ 12,065.47	\$ -	\$ 12,065.47	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses			\$ -	
Telephone	\$ 1,290.58	\$ -	\$ 1,290.58	
Postage	\$ 698.93	\$ -	\$ 698.93	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 4,995.00	\$ -	\$ 4,995.00	
10. Marketing/Communications	\$ 42,611.42	\$ -	\$ 42,611.42	\$ 7,050.00
11. Staff Education and Training	\$ 5,363.57	\$ -	\$ 5,363.57	
12. Subcontracts/Agreements	\$ 105,914.18	\$ -	\$ 105,914.18	
13. Other:			\$ -	
Implementation	\$ 116,387.97	\$ -	\$ 116,387.97	
Student Stipends for AI's	\$ 6,680.00	\$ -	\$ 6,680.00	
Meeting Expenses for project	\$ 5,004.92	\$ -	\$ 5,004.92	
Indirect for administrative costs		\$ 39,118.35	\$ 39,118.35	
<b>TOTAL</b>	<b>\$ 391,179.96</b>	<b>\$ 39,118.35</b>	<b>\$ 430,298.31</b>	<b>\$ 103,991.00</b>

Indirect As A Percent of Direct

10.0%

Contractors initials: 

Date: 3-4-15



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF BUSINESS OPERATIONS**  
**BUREAU OF CONTRACTS & PROCUREMENT**

Nicholas A. Toumpas  
 Commissioner

Sheri L. Rockburn  
 Chief Financial Officer

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9404 1-800-852-3345 Ext. 9404  
 Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 1, 2014

Rose Wiant, Esquire  
 NH Department of Justice  
 Office of the Attorney General  
 33 Capitol Street  
 Concord, New Hampshire 03301

*AG Approved: 8/4/14*

Good Morning Attorney Wiant,

I am writing to ask that you review the attached amendment between the Department of Health and Human Services, Division Community Based Care Services, Bureau of Drug and Alcohol Services and County of Cheshire, Vendor #177372B001, 33 West Street, Keene, NH 03431. It has been signed by the Director and an authorized signor for the vendor. Their contract with Bureau of Drug and Alcohol Services is 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. This contractor requested adjustments to line item amounts within the budgets and to adjust amounts between State Fiscal Years, within the price limitation of \$571,617, in order to further the substance abuse misuse prevention efforts and engage the student body in this work. The Governor and Executive Council approved the original agreement on November 20, 2013 (Item #41), and a subsequent amendment on June 18, 2014 (Item #103). This is a zero cost amendment.

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/Ac count	Class Title	Current Modified Budget	Increase/ Decrease Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Program Svc	\$190,490.40	(\$49,171.71)	\$141,318.69
SFY 2015	102-500734	Contracts for Program Svc	\$381,126.60	\$49,171.71	\$430,298.31
		TOTAL	\$571,617.00	\$0.00	\$571,617.00

The following language was added as Exhibit B Amendment #1, paragraph 1 in the contract amendment approved on June 18, 2014, (Item #103) that reads:

- 1) Amendment and Modification of Exhibit B.
  - a. Add the following Paragraph:

Notwithstanding paragraph 18 of the P-37, an amendment limited to the Budgets, to adjust line item amounts within the budgets and to adjust amounts between State Fiscal Years, within the

price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council. Requests to transfer funds will not be accepted after June 20<sup>th</sup> of each contract year.

I am asking that you review and sign off on this contract amendment as it does not need further action by the Governor and Executive Council.

The remainder of this letter is presented in the format typical of most Governor and Executive Council letters, so that you might have some context for your review.

### EXPLANATION

The Department's Governors Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment and the Substance Abuse and Mental Health Services Administration's Strategic Prevention Framework Partnership for Success II (SPF PFS II) funds address underage drinking among 12-20 year olds and prescription drug misuse and abuse among 12-25 year olds in high risk communities across the state. The implementation of the five steps of the Strategic Prevention Framework (Assessment, Capacity Building, Planning, Implementation, and Evaluation) provided under this agreement increases the capacity and quality of Alcohol and other Drug Prevention services provided in NH, improving individual and community resiliency and recovery, thereby mitigating the negative impact of Alcohol and other Drug misuse and abuse on all NH citizens. County of Cheshire has requested the budget revisions for the following reasons: As part of the Strategic Prevention Framework, the community assessment phase, identified targeted prevention strategies that would help reduce the risk factors associated with substance abuse and misuse. The prevention strategies include evaluation of survey results, a social norms and social marketing campaign, a substance abuse screening tool and a student led media campaign called PhotoVoice. Due to the late implementation of the original contract these prevention strategies were delayed. The requested budget revisions are necessary to carrying out these initiatives and meet the needs of the SPF PFS II objectives to prevent and reduce the incidences of substance misuse and abuse on the Keene State College and Franklin Pierce University campuses.

There are no additional funds being requested in this amendment. Other than the budget revisions outlined above, all other terms and conditions remain unchanged from the original agreement approved by the Governor and Executive Council on November 20, 2013 (Item #41), and a subsequent amendment on June 18, 2014 (Item #103).

This contract was awarded as the result of a competitive bid process. A Request for Proposals was posted on the Department's web site on July 19, 2013 through September 20, 2013 for Strategic Prevention Framework Partnership for Success II initiative.

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

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

Respectfully submitted,



Catherine Cormier, Administrator



State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the County of Cheshire Contract

This second Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II Cohort II contract (hereinafter referred to as "Amendment #2") dated this 25th day of July 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and County of Cheshire (hereinafter referred to as "the Contractor"), with a place of business at 33 West Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 20, 2013, and amended by an agreement (Amendment #1 to the Contract) approved on June 18, 2014, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the Exhibit B of the Agreement, paragraph #5, which states that 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; and

WHEREAS the Parties agree to adjust Budget amounts between State Fiscal Years within the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Delete Exhibit B-1 Amendment #1 and replace with Exhibit B-1 Amendment #2.
- 2) Delete Exhibit B-2 Amendment #1 and replace with Exhibit B-2 Amendment #2.



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

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

8/11/14  
Date

State of New Hampshire  
Department of Health and Human Services

[Signature]  
NAME  
TITLE

7/30/2014  
Date

County of Cheshire  
[Signature]  
NAME John Pratt  
TITLE Chair of County Commissioners

Acknowledgement:

State of New Hampshire, County of Cheshire on July 30, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Jacelyn B. Greene N.P.  
Name and Title of Notary or Justice of the Peace

JACOLYN B. GREENE  
Notary Public - New Hampshire  
My Commission Expires December 14, 2016

Contractor Initials: [Signature]  
Date: 7/30/2014



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

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

8/4/14  
Date

OFFICE OF THE ATTORNEY GENERAL

*[Handwritten Signature]*

Name: Megan A. Yapple  
Title: Attorney - Office of the Attorney General - Civil Bureau

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Contractor Initials: *[Handwritten Initials]*  
Date: 7/30/2014

file



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

*Bureau of Drug and Alcohol Services*

Nicholas A. Toumpas  
Commissioner  
  
Diane Langley, Director  
Sheri Rockburn, Director

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

May 29, 2014

**G&C Approved**

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

Date 6/18/14  
Item # 103

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to amend existing Agreements with multiple vendors by adjusting budgets amounts between state fiscal years, with no change to the total price limitation or the original end date, effective upon Governor and Executive Council approval through June 30, 2015. The original Agreements with Seacoast Youth Services and Milton School District for Evidence Based Student Assistance programming were approved by the Governor and Executive Council on June 19, 2013, Item # 135A. The original Agreement with County of Cheshire to assess, build capacity, mobilize and prevent use of non-medical prescription drugs, underage and excessive alcohol use on the campuses of Keene State College and Franklin Pierce University was approved by the Governor and Executive Council on November 20, 2013, Item # 41.

Summary of SFY 14 contracted amounts by vendor:

Vendor	SFY 14 Current Budget	Increase/Decrease Amount	SFY 14 Revised Modified Budget
Cheshire County	\$301,091.00	(\$110,600.60)	\$190,490.40
Seacoast Youth Services	\$ 96,634.77	(\$ 13,607.50)	\$ 83,027.27
Milton School District	\$ 98,861,20	(\$ 34,606.96)	\$ 64,254.24
<b>TOTAL SFY 14</b>	<b>\$496,586.97</b>	<b>(\$158,815.06)</b>	<b>\$337,771.91</b>

Summary of SFY 15 contracted amounts by vendor

Vendor	SFY 15 Current Budget	Increase/Decrease Amount	SFY 15 Revised Modified Budget
Cheshire County	\$270,526.00	\$110,600.60	\$381,126.60
Seacoast Youth Services	\$103,992.64	\$ 13,607.50	\$117,600.14
Milton School District	\$ 98,861,20	\$ 34,606.96	\$133,468.16
<b>TOTAL SFY 15</b>	<b>\$473,379.84</b>	<b>\$158,815.06</b>	<b>\$632,194.90</b>

Funding is available in the following accounts for State Fiscal Years 2014 and 2015 and are subject to the availability of federal funds to the Department, with the authority to adjust line item amounts within the budgets and to adjust amounts between State Fiscal Years, if needed and justified and within the price limitation, without further approval from Governor and Executive Council.

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/Account	Class Title	Current Modified Budget	Increase/Decrease Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Program Svc	\$496,586.97	(\$158,815.06)	\$337,771.91
SFY 2015	102-500734	Contracts for Program Svc	\$473,379.84	\$158,815.06	\$632,194.90
		TOTAL	\$969,966.81	\$0.00	\$969,966.81

### EXPLANATION

This Requested Action seeks approval of 3 of 3 amendments to adjust budget amounts by decreasing SFY 2014 budgets and increasing SFY 2015 budgets. According to paragraph 18 of the General Provisions, this change must be made in writing and approved by the Governor and Executive Council. The amendments also add language to the contracts to adjust line item amounts within the budgets and between State Fiscal Years, within the price limitation, without obtaining Governor and Council approval. The increase budget amounts in SFY 2015 shall be expended for services through September 29, 2014. The requests for budget adjustments between state fiscal years are due the following:

- Cheshire County scope of work interfaces with college campuses, therefore implementation of activities are impacted by the semesters and breaks. The coordinator salary and benefits was based on a full year and staff was not hired in time to complete a full year of work. Accordingly, travel and educational materials were not fully utilized due to late start in coordination of activities. Not all subcontracts agreements were in place during 2014 and agency requested these funds be transferred to 2015.
- Seacoast Youth Services had a slower than anticipated start up and staff salary was not fully expended and was covered by husband benefits, thereby eliminating that expense. In addition there was an increase in some materials and computer software needs.
- Milton School District salary and benefits decreased due to a delayed start date of the councilor, rent space was found as in-kind thereby eliminating the need for funds to support rent, and an increase in travel expense due to Bureau of Drug & Alcohol Services' Concord based Learning Collaboratives.

Should the Governor and Council not authorize this request, students from Keene State and Franklin Pierce College, Seabrook Middle School, Hampton Academy and the Milton School District would be impacted. The communities could also lose the funding to conduct targeted strategies that will improve the school and overall community climate. These federal dollars were released with this purpose and will need to be returned if these services are not provided.

The vendors were selected through a competitive bid process. Two Request for Proposals were posted on the Department's web site on February 27, 2013 and July 26, 2013. The two evaluation committees who reviewed the proposals recommended awarding agreements to these vendors.

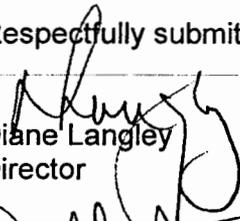
Areas served: Keene State and Franklin Pierce College and surrounding communities;  
 Seabrook Middle School, Hampton Academy; and  
 Milton School District.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 29, 2014  
Page 3 of 3

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,



Diane Langley  
Director

Approved by:   
Nicholas A. Toumpas  
Commissioner



State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the County of Cheshire Contract

This 1<sup>st</sup> Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II Cohort II contract (hereinafter referred to as "Amendment #1") dated this 19th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and County of Cheshire (hereinafter referred to as "the Contractor"), with a place of business at 33 West Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 20, 2013, (Item # 41) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Parties agree to adjust Budget amounts between State Fiscal Years within the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and Modification of Exhibit B.
  - a. Add the following Paragraphs:

In Exhibit B-2 Amendment #1 the SFY 2015 the increase/(decrease) budget adjustment of \$110,600.60 shall be spent by September 29, 2014.

Notwithstanding paragraph 18 of the P-37, an amendment limited to the Budgets, to adjust line item amounts within the budgets and to adjust amounts between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council. Requests to transfer funds will not be accepted after June 20<sup>th</sup> of each contract year.

- 2) Amendment and Modification of Exhibit B-1
  - a. Delete Exhibit B-1 (SFY 2014) New Hampshire Strategic Prevention Framework Partnership for Success II Cohort II.
  - b. Replace with Exhibit B-1 Amendment #1 New Hampshire Strategic Prevention Framework Partnership for Success II Cohort.
- 3) Amendment and Modification of Exhibit B-2
  - a. Delete Exhibit B-2 (SFY 2015) New Hampshire Strategic Prevention Framework Partnership for Success II Cohort II.
  - b. Replace with Exhibit B-2 Amendment #1 New Hampshire Strategic Prevention Framework Partnership for Success II Cohort II.



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

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

Date \_\_\_\_\_

NAME  
TITLE

*[Handwritten signature]*

Date 5/28/14

County of Cheshire

NAME John M. Pratt  
TITLE Chairman

Acknowledgement:

State of NH, County of Cheshire on 5/28/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Jacobs B. Sheene Notary  
Name and Title of Notary or Justice of the Peace

Contractor Initials: [Signature]  
Date: 5/28/14

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



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-3-14  
Date

*Rosemary Wraub*  
Name: *Rosemary Wraub*  
Title: *Assistant Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Contractor Initials: *JM*  
Date: 5/28/14

Exhibit B-1 Amendment #1

**New Hampshire Department of Health and Human Services  
Bureau of Drug and Alcohol Services**

**AMENDMENT/RENEWAL BUDGET FORM**

Bidder/Program Name: County of Cheshire

Budget Request for: Strategic Prevention Framework Partnership for Success II Cohort II  
(Name of RFP)

Budget Period: SFY July 1, 2013 to June 30, 2014

Line Item	SFY 13	SFY 14	SFY 15	Match Funding
	Original Budget	Amended Budget	Revised Budget	
1. Total Salary/Wages	\$ 43,000.00	\$ (21,503.00)	\$ 21,497.00	\$ 42,952
2. Employee Benefits	\$ 20,500.00	\$ (13,391.00)	\$ 7,109.00	\$ 5,468
3. Consultants			\$ -	\$ -
4. Equipment:	\$ -		\$ -	\$ -
Rental	\$ -		\$ -	\$ -
Repair and Maintenance	\$ -		\$ -	\$ -
Purchase/Depreciation	\$ 7,750.00	\$ 4,039.00	\$ 11,789.00	\$ -
5. Supplies:	\$ -		\$ -	\$ -
Educational	\$ 31,250.00	\$ (9,000.00)	\$ 22,250.00	\$ -
Lab	\$ -		\$ -	\$ -
Pharmacy	\$ -		\$ -	\$ -
Medical	\$ -		\$ -	\$ -
Office	\$ -		\$ -	\$ -
6. Travel	\$ 8,167.00	\$ (1,000.00)	\$ 7,167.00	\$ -
7. Occupancy	\$ -		\$ -	\$ -
8. Current Expenses	\$ -		\$ -	\$ -
Telephone	\$ 800.00	\$ (218.84)	\$ 581.16	\$ -
Postage	\$ 5,870.00	\$ (2,320.00)	\$ 3,550.00	\$ -
Subscriptions	\$ -		\$ -	\$ -
Audit and Legal	\$ -		\$ -	\$ -
Insurance	\$ -		\$ -	\$ -
Board Expenses	\$ -		\$ -	\$ -
9. Software	\$ 7,000.00	\$ (2,005.00)	\$ 4,995.00	\$ -
10. Marketing/Communications	\$ 30,800.00	\$ (9,250.00)	\$ 21,550.00	\$ 7,050
11. Staff Education and Training	\$ 3,500.00	\$ 500.00	\$ 4,000.00	\$ -
12. Subcontracts/Agreements	\$ 85,632.00	\$ (34,282.50)	\$ 51,349.50	\$ -
13. Other (specific details mandatory)	\$ -		\$ -	\$ -
Implementation	\$ 26,250.00	\$ (16,025.00)	\$ 10,225.00	\$ -
Student Stipends		\$ 1,500.00	\$ 1,500.00	
Meeting Expenses	\$ 3,200.00	\$ 230.00	\$ 3,430.00	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Sub-Total Direct Costs</b>	\$ 273,719.00	\$ (102,726.34)	\$ 170,992.66	\$ 55,470
14. Indirect Costs (not to exceed 10%)	\$ 27,372.00	\$ (7,874.26)	\$ 19,497.74	\$ -
<b>TOTAL</b>	\$ 301,091.00	\$ (110,600.60)	\$ 190,490.40	\$ 55,470

Exhibit B-2 Amendment #1

New Hampshire Department of Health and Human Services  
Bureau of Drug and Alcohol Services

AMENDMENT/RENEWAL BUDGET FORM

Bidder/Program Name: County of Cheshire

Budget Request for: Strategic Prevention Framework Partnership for Success II Cohort II

(Name of RFP)

Budget Period: SFY July 1, 2014 to June 30, 2015

Line Item	SFY 14 Original Budget	SFY 15 Proposed Budget	SFY 15 Revised Budget	Change Funding
1. Total Salary/Wages	\$ 43,000.00	\$ -	\$ 43,000.00	\$ 79,481
2. Employee Benefits	\$ 20,500.00	\$ -	\$ 20,500.00	\$ 17,460
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	\$ 2,450.00	\$ 10,616.00	\$ -
7. Occupancy	\$ -		\$ -	\$ -
8. Current Expenses	\$ -		\$ -	\$ -
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -
Postage	\$ 5,070.00	\$ (1,060.00)	\$ 4,010.00	\$ -
Subscriptions	\$ -		\$ -	\$ -
Audit and Legal	\$ -		\$ -	\$ -
Insurance	\$ -		\$ -	\$ -
Board Expenses	\$ -		\$ -	\$ -
9. Software	\$ -	\$ 4,995.00	\$ 4,995.00	\$ -
10. Marketing/Communications	\$ 30,800.00	\$ 9,250.00	\$ 40,050.00	\$ 7,050
11. Staff Education and Training	\$ 2,500.00	\$ 4,047.84	\$ 6,547.84	\$ -
12. Subcontracts/Agreements	\$ 68,717.00	\$ 19,508.00	\$ 88,225.00	\$ -
13. Other (specific details mandatory)	\$ -		\$ -	\$ -
Implementation	\$ 26,250.00	\$ 60,135.50	\$ 86,385.50	\$ -
Student Stipends	\$ 3,680.00	\$ 3,000.00	\$ 6,680.00	
Meeting Expenses	\$ 4,800.00	\$ 400.00	\$ 5,200.00	\$ -
	\$ -	\$ -	\$ -	
Sub-Total Direct Costs	\$ 245,933.00	\$ 102,726.34	\$ 348,659.34	\$ 103,991
14. Indirect Costs (not to exceed 10%)	\$ 24,593.00	\$ 7,874.26	\$ 32,467.26	\$ -
<b>TOTAL</b>	<b>\$ 270,526.00</b>	<b>\$ 110,600.60</b>	<b>\$ 381,126.60</b>	<b>\$ 103,991</b>

# CERTIFICATE OF VOTE

I, Roger Zerba, do hereby certify that:

1. I am a duly elected Officer of the County of Cheshire.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 28, 2014:  
**RESOLVED:** That the Chairman is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.
3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28th day of May, 2014.
4. John M. Pratt is the duly elected Chairman of the Agency.

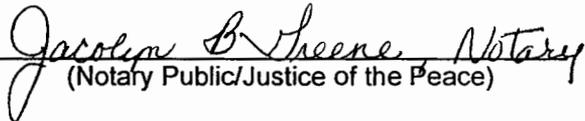
  
\_\_\_\_\_  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 28<sup>th</sup> day of May, 2014,

By John M. Pratt.

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

(NOTARY SEAL)

Commission Expires: 12/14/16

MS 41

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



Nicholas A. Toumpas  
Commissioner

Nancy L. Rollins  
Associate Commissioner

**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

**G&C Approved**

October 31, 2013

Date 11/20/13  
Item # 41

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.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
October 31, 2013  
Page 3 of 3

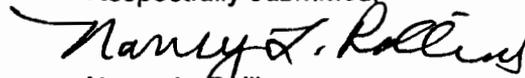
- A 2006 study shows that 30% of college attrition is related to "alcohol-related problems", factoring in the rate of Non-medical Prescription Drug "related problems" it can be assumed that this rate is higher. Both campuses anticipate a reduction in attrition and improved health and wellness of students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

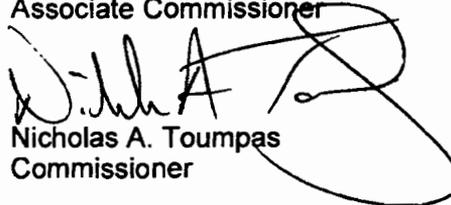
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Bollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner



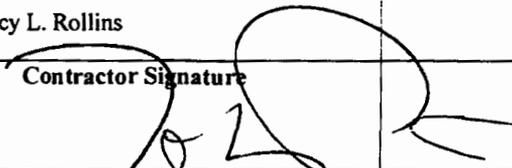
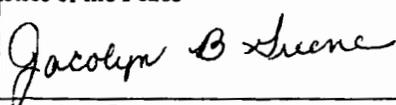
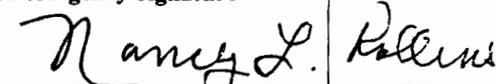
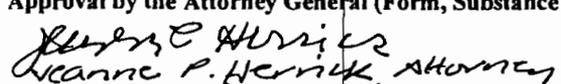
Subject: NH Strategic Prevention Framework Partnership for Success II Cohort II

**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: 31 Oct. 2013			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



## 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.



## 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 Peirce 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

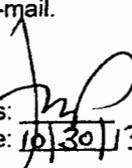
- i) Conduct regular evaluation of your practice with identified tools, and report results and outcomes into the Prevention Web Information Technology System (P-WITS) monthly. The contractor will be responsible for entering data within twenty (20) working days following the end of the following month, 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.

Contractors Initials: 

Date: 10/30/13

**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., 3<sup>rd</sup> 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 20<sup>th</sup> 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>						
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
10. Marketing/Communications	\$	30,800.00	\$	-	\$	30,800.00
11. Staff Education and Training	\$	3,500.00	\$	-	\$	3,500.00
12. Subcontracts/Agreements	\$	85,632.00	\$	-	\$	85,632.00
13. Other: Implementation	\$	26,250.00	\$	-	\$	26,250.00
Student Stipends for A's			\$	-	\$	-
Meeting Expenses for project	\$	3,200.00	\$	-	\$	3,200.00
Indirect for administrative costs			\$	27,372.00	\$	27,372.00
<b>TOTAL</b>	<b>\$</b>	<b>273,719.00</b>	<b>\$</b>	<b>27,372.00</b>	<b>\$</b>	<b>301,091.00</b>

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%

## Exhibit B-2 Budget

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

Bidder/Program Name: County of Cheshire

Budget Request for: 14-DHHS-DCBCS-BDAS-01

*(Name of RFP)*

Budget Period: July 1, 2014 to June 20, 2015

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
<b>TOTAL</b>	<b>\$ 245,933.00</b>	<b>\$ 24,593.00</b>	<b>\$ 270,526.00</b>

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:

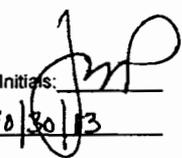
**14.1** The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United 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.

Contractor Initials: 

Date: 10/30/13

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.

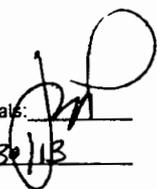
**DEPARTMENT:** NH Department of Health and Human Services.

**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.

Contractor Initials: 

Date: 10/30/13

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.

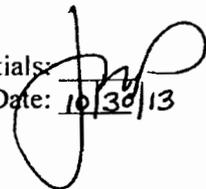
10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**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

A handwritten signature in black ink is written over the date field. The signature is stylized and appears to be 'JW'. The date '10/30/13' is printed in a small font and is partially obscured by the signature.

**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;

Contractor Initials: 

Date: 10/30/13

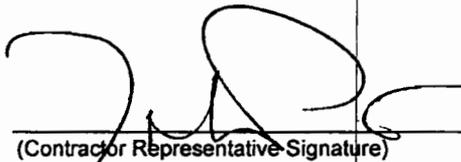
NH Department of Health and Human Services

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

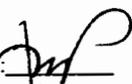
(Authorized Contractor Representative Name & Title)

County of Cheshire

(Contractor Name)

10/30/13

(Date)

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.

(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]  
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