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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

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6738 1-800-804-0909

Diane Langley, Director
Sheri Rockburn, Director

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May 27, 2014

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, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to amend existing Agreements with multiple vendors to provide Evidence Based Student Assistance Programming, by revising line item budget amounts within State Fiscal Year 2014, 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 were approved by the Governor and Executive Council on June 19, 2013, Item # 135A.

Summary of SFY 14 contracted amounts by vendor:

Vendor	SFY 14 Current Budget	Increase/Decrease Amount	SFY 14 Revised Modified Budget
North Country Health Consortium, Inc	\$143,040.68	\$0.00	\$143,040.68
Second Start	\$53,156.00	\$0.00	\$53,156.00
TOTAL SFY 14	\$206,196.68	\$0.00	\$206,196.68

Funding is available in the following accounts for State Fiscal Year 2014 and is 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	\$206,196.68	\$0.00	\$206,196.68
		TOTAL	\$206,196.68	\$0.00	\$206,196.68

EXPLANATION

The purpose of this Requested Action is to amend Exhibit B-1 Budgets by adjusting line item amounts within State Fiscal Year 2014, within the price limitation, as follows:

- North Country Health Consortium, Inc.-to adjust line item amounts within State Fiscal Year 2014
- Second Start- to adjust line item amounts within State Fiscal Year 2014

According to paragraph 18 of the General Provisions, this change must be made in writing and approved by Governor and Executive Council.

The two contractors (North Country Health Consortium and Second Start) needing line item changes within the same fiscal year were due to increased staff time spent on the program, therefore salary needed to be increased. For Second Start, staff benefits increased reflective of salary increase and travel expenses were higher than projected. North Country Health Consortium's staff benefits decreased due to a reduction in agency insurance rates and occupancy expense increased due to a new lease agreement.

Should Governor and Council not authorize this request North Country Health Consortium and Second Start's ability to meet unanticipated cost increases would negatively impact their ability to provide services. 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. A Request for Proposals was posted on the Department's web site on February 27, 2013. A total of 5 proposals were received as a result of the Request for Proposals. The evaluation committee who reviewed the proposals recommended awarding agreements to all five vendors.

Areas served: Middle school students, high school students and the communities served by:
Woodsville High School;
Groveton High School;
White Mountain Regional High School;
Profile High School;
Merrimack Valley High and Middle Schools; and
Pittsfield Middle and Elementary School;

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,


Sheri Rockburn
Director

Approved by: 
Nicholas A. Toumpas
Commissioner



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the North Country Health Consortium Contract

This 1st Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II contract (hereinafter referred to as "Amendment #1") dated this 30th day of April 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 North Country Health Consortium (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 262 Cottage Street, Suite 230, Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, (Item # 135A) 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 line items amounts 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 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 20th 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
 - b. Replace with Exhibit B-1 Amendment #1 (SFY 2014) New Hampshire Strategic Prevention Framework Partnership for Success 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,

5/15/14
Date

State of New Hampshire
Department of Health and Human Services

Shirley L. Rod
NAME
TITLE

5/1/14
Date

North Country Health Consortium

[Signature], Executive Director
NAME
TITLE

Acknowledgement:

State of NH, County of Grafton on 5/5/14, 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

[Signature]
Name and Title of Notary of Justice of the Peace




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

OFFICE OF THE ATTORNEY GENERAL

5/28/14
Date

M. K. Brown
Name: Michael K. Brown
Title: Sen. Assist. AG

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-1 Amendment # 1

New Hampshire Department of Health and Human Services Bureau of Drug and Alcohol Abuse Services AMENDMENT / RENEWAL BUDGET FORM	
Bidder/Program Name: <u>North Country Health Consortium</u>	
Strategic Prevention Framework Partnership Budget Request for: <u>for Success II</u> <small>(Name of RFP)</small>	
Budget Period: <u>July 1, 2013 to June 30, 2014</u>	

1. Total Salary/Wages	\$ 39,394.00	\$ 2,030.00	\$ 41,424.00	\$ 9,848.50
2. Employee Benefits	\$ 11,818.00	\$ (2,830.00)	\$ 8,988.00	\$ 2,954.50
3. Consultants	-	-	-	-
4. Equipment:	-	-	-	-
Rental	-	-	-	-
Repair and Maintenance	\$ 50.00	-	\$ 50.00	-
Purchase/Depreciation	-	-	-	-
5. Supplies:	-	-	-	-
Educational	\$ 5,000.00	-	\$ 5,000.00	-
Lab	-	-	-	-
Pharmacy	-	-	-	-
Medical	-	-	-	-
Office	\$ 6,070.00	-	\$ 6,070.00	-
6. Travel	\$ 6,036.00	-	\$ 6,036.00	-
7. Occupancy	\$ 1,364.00	\$ 800.00	\$ 2,164.00	-
8. Current Expenses	-	-	-	-
Telephone	\$ 380.00	-	\$ 380.00	-
Postage	\$ 330.00	-	\$ 330.00	-
Subscriptions	\$ 200.00	-	\$ 200.00	-
Audit and Legal	\$ 2,000.00	-	\$ 2,000.00	-
Insurance	\$ 207.00	-	\$ 207.00	-
Internet	\$ 1,000.00	-	\$ 1,000.00	-
9. Staff Education and Training	\$ 8,000.00	-	\$ 8,000.00	-
10. Marketing/Communications/Media	\$ 8,184.90	-	\$ 8,184.90	-
11. Data Collection/evaluation	\$ 8,184.90	-	\$ 8,184.90	-
12. Memorandums of Agreement	\$ 35,000.00	-	\$ 35,000.00	-
13. Other (specific details mandatory):	-	-	-	-
	-	-	-	-
	-	-	-	-
Indirect (<10%)	\$ 9,821.88	-	\$ 9,821.88	-
TOTAL	\$ 143,040.68	\$ -	\$ 143,040.68	\$ 12,803.00

Indirect As A Percent of Direct 10.0%

NOTE: Minimum match funding per section 4.1 of RFP

Contractors Initials: n7
Date: 5/14

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that North Country Health Consortium, L.L.C. is a New Hampshire limited liability company formed on September 29, 1998. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of May, A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Ed Shanshala, of North Country Health Consortium, do hereby certify that:

1. I am the duly elected Secretary of North Country Health Consortium;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the North Country Health Consortium, in Minutes dated April 11, 2014;

RESOLVED: Be it resolved that North Country Health Consortium enters into contracts with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: Be it resolved that the Executive Director and/or Board President is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Nancy Frank is the Executive Director of the corporation.

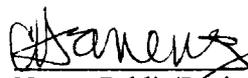
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 28, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the North Country Health Consortium this 28th day of May, 2014.


Ed Shanshala, Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 28th day of May, 2014 by Ed Shanshala.


Notary Public/Justice of the Peace
My Commission Expires: **CAROL A. HEMENWAY, Notary Public**
My Commission Expires November 17, 2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Geo M Stevens & Son Co 149 Main Street Lancaster NH 03584	CONTACT NAME: Patricia Emery PHONE (A/C No. Ext): (603) 788-2555 FAX (A/C No): (603) 788-3901 E-MAIL ADDRESS: pemery@geomstevensinsurance.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED North Country Health Consortium Inc 262 Cottage Street, Suite 230 Littleton NH 03561	INSURER A: Union Insurance Company	
	INSURER B: Acadia Insurance Company 31325	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL141904748 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			CPA 0238922 16	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC									GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY			CAA0238923-16	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$			
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$			
										Uninsured motorist property \$ 25,000
	UMBRELLA LIAB						EACH OCCURRENCE \$			
	EXCESS LIAB						AGGREGATE \$			
	DED						\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA0277380-15	1/1/2014	1/1/2015	WC STATUTORY LIMITS			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y	N/A				E.L. EACH ACCIDENT \$ 100,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000			
							E.L. DISEASE - POLICY LIMIT \$ 500,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Health Consortium
NH Worker's Compensation--Excluded officers are Russell Keene, Charles Cotton & Adele Woods

This certificate of insurance 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, terms, exclusions, and conditions afforded by the policy or policies referenced herein.

CERTIFICATE HOLDER State of NH, DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Patricia Emery/PBE

SECOND START

AUDITED FINANCIAL STATEMENTS

***FOR THE YEARS ENDED
JUNE 30, 2013 AND 2012***

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MASON + RICH

PROFESSIONAL ASSOCIATION

Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Second Start

We have audited the accompanying financial statements of Second Start (a nonprofit organization) which comprise the statement of financial position as of June 30, 2013 and 2012, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Second Start as of June 30, 2013 and 2012, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

SIX
BICENTENNIAL
SQUARE
CONCORD NH
03301
T 603.224.2000
F 603.224.2613

VISIT US AT WWW.MASONRICH.COM

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The combining schedule of support and revenues, expenses and changes in net assets on pages 14-15 are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Very truly yours,

Mason + Rich, P.A.

MASON + RICH PROFESSIONAL ASSOCIATION
Certified Public Accountants

September 6, 2013

SECOND START
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2013 AND 2012

ASSETS

	2013	2012
CURRENT ASSETS		
Cash	\$ 40,515	\$ 73,350
Accounts Receivable	64,868	27,379
Grants Receivable	122,374	101,929
Prepaid Expenses	12,694	36,933
Security Deposits	3,130	5,193
Total Current Assets	243,581	244,784
PROPERTY AND EQUIPMENT		
Property and Equipment	2,869,875	2,800,554
Less Accumulated Depreciation	(1,459,165)	(1,360,139)
Net Property and Equipment	1,410,710	1,440,415
TOTAL ASSETS	\$ 1,654,291	\$ 1,685,199

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current Portion of Long-Term Debt	\$ 9,096	\$ 20,827
Accounts Payable	13,951	12,458
Accrued Expenses	168,131	180,637
Deferred Revenue	3,153	8,684
Total Current Liabilities	194,331	222,606
LONG-TERM LIABILITIES		
Long-Term Debt, Net of Current Portion	1,542	9,806
TOTAL LIABILITIES	195,873	232,412
NET ASSETS		
Unrestricted		
Board-Designated	50,000	50,000
Undesignated	1,355,478	1,363,328
Temporarily Restricted	52,940	39,459
TOTAL NET ASSETS	1,458,418	1,452,787
TOTAL LIABILITIES AND NET ASSETS	\$ 1,654,291	\$ 1,685,199

SECOND START

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

	Unrestricted	Temporarily Restricted	2013	2012
SUPPORT AND REVENUES				
Contributions	\$ 45,973	\$ -	\$ 45,973	\$ 52,175
Energy Initiative	-	-	-	93,754
United Way	12,203	31,875	44,078	46,809
Fees from Governmental Agencies	715,244	-	715,244	686,016
Grants from Governmental Agencies	853,230	-	853,230	734,833
Grants - Private	33,141	-	33,141	26,407
Private Fees	848,103	21,065	869,168	781,187
Miscellaneous	10,622	-	10,622	12,499
Total Support and Revenues	<u>2,518,516</u>	<u>52,940</u>	<u>2,571,456</u>	<u>2,433,680</u>
NET ASSETS RELEASED FROM RESTRICTIONS				
Expiration of Program Restrictions	39,459	(39,459)	-	-
EXPENSES				
Program Services				
Instruction and Student Activities	1,690,776	-	1,690,776	1,609,144
Staff Development and Professional Fees	190,697	-	190,697	135,779
Other Program Costs	201,683	-	201,683	177,428
Occupancy	68,215	-	68,215	65,126
Direct Depreciation	77,196	-	77,196	72,947
Total Program Services	<u>2,228,567</u>	<u>-</u>	<u>2,228,567</u>	<u>2,060,424</u>
Support Services				
General Administrative	333,955	-	333,955	343,364
Fundraising	-	-	-	6,843
Loss on Disposal of Equipment	3,303	-	3,303	-
Total Support Services	<u>337,258</u>	<u>-</u>	<u>337,258</u>	<u>350,207</u>
Total Expenses	<u>2,565,825</u>	<u>-</u>	<u>2,565,825</u>	<u>2,410,631</u>
CHANGES IN NET ASSETS				
	(7,850)	13,481	5,631	23,049
Net Assets, Beginning of Year	<u>1,413,328</u>	<u>39,459</u>	<u>1,452,787</u>	<u>1,429,738</u>
Net Assets, End of Year	<u>\$ 1,405,478</u>	<u>\$ 52,940</u>	<u>\$ 1,458,418</u>	<u>\$ 1,452,787</u>

The Accompanying Notes are an Integral Part of These Financial Statements

SECOND START
STATEMENTS OF CASH FLOWS
FOR YEARS ENDED JUNE 30, 2013 AND 2012

	2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in Net Assets	\$ 5,631	\$ 23,049
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by (Used in) Operating Activities:		
Depreciation	104,410	102,522
Loss on Disposal of Property	3,302	-
(Increase) Decrease in Operating Assets:		
Accounts Receivable	(37,489)	287,378
Grants Receivable	(20,445)	31,393
Pledges Receivable	-	3,036
Prepaid Expenses	24,239	(17,902)
Security Deposits	2,063	5,936
Increase (Decrease) in Operating Liabilities:		
Accounts Payable	1,493	(165,761)
Accrued Expenses	(12,506)	(64,775)
Deferred Revenue	(5,531)	(3,418)
Total Adjustments	<u>59,536</u>	<u>178,409</u>
<i>Net Cash Provided by Operating Activities</i>	<u>65,167</u>	<u>201,458</u>
 CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Property and Equipment	<u>(78,008)</u>	<u>(122,269)</u>
<i>Net Cash Used in Investing Activities</i>	<u>(78,008)</u>	<u>(122,269)</u>
 CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of Line of Credit	-	(25,248)
Repayment of Long-Term Debt	<u>(19,994)</u>	<u>(19,200)</u>
<i>Net Cash Used In Financing Activities</i>	<u>(19,994)</u>	<u>(44,449)</u>
 NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS		
	(32,835)	34,741
<i>Cash and Equivalents, Beginning of Year</i>	<u>73,350</u>	<u>38,609</u>
<i>Cash and Equivalents, End of Year</i>	<u>\$ 40,515</u>	<u>\$ 73,350</u>
 Supplemental Disclosure of Cash Flow Information		
Cash Paid During the Year For:		
Interest	<u>\$ 1,876</u>	<u>\$ 2,694</u>

The Accompanying Notes are an Integral Part of These Financial Statements

SECOND START
NOTES TO THE FINANCIAL STATEMENTS

A | NATURE OF ACTIVITIES

Second Start (the Organization) is a private nonprofit education corporation which has been in existence since 1970. Second Start is committed to improving the economic and educational wellbeing of New Hampshire residents. Its goal is to help people become more productive workers, family members and community citizens. Within these opportunities, the Organization offers a variety of programs, each serving participants in ways that meet the needs that have limited the success of the participant.

The programs available at Second Start are as follows:

Special Education – The Special Education Program was established in 1979 and accounts for the proceeds of an education program that serves special needs students ages 14-21 from local school districts in the greater Concord area.

Transitional Employment Training Program (TET) – The TET Program was established in 1984 and accounts for proceeds and expenses used to provide a vocationally oriented program designed to develop positive work attitudes and behaviors for adolescents.

Alternative High School – The Alternative High School Program was established in 1976 and accounts for the proceeds and expenses of an alternative academic program for adolescents previously unsuccessful in public high school programs. Students are not coded special education.

Student Assistance Program (SAP) – The Student Assistance Program was started in 1984. The Student Assistance Program is a drug education, prevention and early identification program designed for public school students. The program accounts for the proceeds and expenses associated with the student assistance services for the local school districts as well as programs for Second Start's Alternative High School and special education students.

Adult Basic Education (ABE) – The Adult Basic Education Program was established in 1971 and accounts for the proceeds and expenses for providing remedial academic programs for adults from the most basic levels through preparation for the High School Equivalency Exam (GED) as well as English as a Second Language classes. The program also includes academic and vocational counseling for students. The program includes fees and expenses for providing GED Testing services and statewide staff development for ABE teachers.

Adult Learner Services (ALS) – The Adult Learner Services Program, formerly the Adult Tutorial Program, was established in 1983 and accounts for proceeds and expenses used to help adults increase their reading and math skills through the aid of tutors. This program also includes services to foreign-speaking and refugee students to increase their English skills.

(Continued on next page)

SECOND START
NOTES TO THE FINANCIAL STATEMENTS

Day Care Program – The Day Care Program was established in 1973 and accounts for proceeds and expenses used to care for children (ages 6 weeks to 12 years) of Second Start students and the general community while their parents are in classes, training program or working during the day. This program also includes services to protective custody referrals from the NH Department of Health and Human Services.

B | SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual amounts could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, cash includes cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. The Organization had no cash equivalents at June 30, 2013 and 2012.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management considers accounts to be delinquent based on the date of unpaid invoices. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United States because of the effects of the direct write off method approximate those of the allowance method. All accounts are considered to be collectible. The Organization does not accrue interest on accounts receivable.

Grants Receivable

Grants receivable are amounts due for reimbursement from various grant agencies. No allowance is recorded because all amounts are expected to be fully reimbursed by the federal government. Interest is not allowed and is not accrued on any grants receivable balances.

(Continued on next page)

SECOND START
NOTES TO THE FINANCIAL STATEMENTS

Property and Equipment

Acquisitions of buildings, equipment, and improvements in excess of \$500 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets, with depreciation charged to the various projects in accordance with its use. Maintenance and repairs are charged to expense as incurred. Estimated useful lives are as follows:

Furniture and Equipment	5 years
Leasehold Improvements	30 years
Building	40 years

Contributions

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

Net Assets

The Organization is required to report information regarding its financial position and activities according to classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. Descriptions of the net asset categories included in the Organization's financial statements are as follows:

Unrestricted net assets include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

Temporarily restricted net assets include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2013 and 2012.

Donated Materials and Services

Contributed property and equipment is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support.

(Continued on next page)

SECOND START
NOTES TO THE FINANCIAL STATEMENTS

Contributions of donated noncash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, that are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

There were no donated materials and services at June 30, 2013 and 2012.

Tax Status

Second Start is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. *Accounting for Uncertainty in Income Taxes* did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax) for 2010, 2011, and 2012 are subject to examination by the IRS, generally for three years after they are filed.

Functional Allocation of Expenses

The costs of providing the various programs and activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Salaries and related expenses are allocated to the various program and supporting services based on actual or estimated time employees spend on each function. The remaining expenses are specifically allocated whenever practical or are allocated based on space utilization.

C | CONCENTRATION OF RISK

The Organization maintains cash balances at various financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at most institutions or collateralized by short-term investments. There was no amount of cash uninsured or uncollateralized as of June 30, 2013 and 2012.

D | ACCOUNTS RECEIVABLE

Accounts receivable consist of amounts due from Daycare I and II, and revenues due from various school districts for the Alternative High School program.

(Continued on next page)

SECOND START
NOTES TO THE FINANCIAL STATEMENTS

E | PROPERTY AND EQUIPMENT

For the years ended June 30, 2013 and 2012 the balance in property and equipment consisted of the following:

	2013	2012
Building and Improvements	\$ 1,201,872	\$ 1,157,544
Leasehold Improvements	894,057	888,414
Land	210,000	210,000
Furniture and Equipment	563,946	544,596
Total	2,869,875	2,800,554
Less Accumulated Depreciation	(1,459,165)	(1,360,139)
Total Property and Equipment, Net	<u>\$ 1,410,710</u>	<u>\$ 1,440,415</u>

The Organization has use of computers and equipment which are the property of State and Federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense amounted to \$104,410 and \$102,522 for the years ended June 30, 2013 and 2012, respectively.

F | COMMITMENTS AND CONTINGENCIES

Energy Efficiency Initiative

In FY 2010, Second Start began an initiative to improve the energy efficiency of both 450 North State Street and the 17 Knight Street building in Concord, New Hampshire. The initiative includes energy improvements, including insulation, new windows, new daycare ceilings, ventilation and lighting, boiler replacement, conversion to electronic thermostats, and appliance replacement at an estimated total cost of \$681,265.

Financial support for the energy efficiency initiative included a Community Development Finance Authority (CDFA) grant of \$343,000. Additional funding was obtained from a Community Development Block Grant (CDBG) in the amount of \$313,265 through the city of Concord, New Hampshire and \$15,000 in cash donations. These grants were completed in 2011. Both grants are restricted to the Organization's energy efficiency initiative. Additionally, in the event the Organization ceases to use the buildings in providing services to low to moderate income populations, both grants will require repayment of a portion of the proceeds. This contingency continues through 2020 and 2030 for the CDFA and CDBG grants, respectively.

(Continued on next page)

SECOND START
NOTES TO THE FINANCIAL STATEMENTS

Grant Compliance

The Organization received funds under various grants. Under the terms of the grants the Organization is required to use the funds within a certain period and for purposes specified by governing laws and regulations. If expenditures were found not to have been made in compliance with laws and regulations, the Organization might be required to repay the funds.

Contingencies

The Organization purchased the Garrison School Building in West Concord from the Concord School District with an interest-free loan of \$210,000 payable over twenty-five (25) years, starting at \$4,800 and increasing \$300 each year. At the end of the loan, Concord School District has an option to repurchase the property. Imputed interest of 4% is being calculated on the loan as of June 30, 1996 and the remaining balance of the interest contribution is being reported in temporary restricted net assets. See Note H for additional information. The loan was repaid as of June 30, 2013 and the City has not exercised this option.

G | LINE OF CREDIT

The Organization maintains a revolving line of credit agreement with Bank of New Hampshire in the amount of \$600,000, at 0.50% over the Wall Street Journal prime rate, which was 3.75% at June 30, 2013 and 2012. The agreement is collateralized by all business assets of the Organization. The organization did not have a balance due at June 30, 2013 and 2012.

H | LONG-TERM DEBT

The Organization's long-term debt consists of the following for the years ended June 30:

	2013	2012
Mortgage payable to the Concord School District, collateralized by certain property, payable in annual installments, non-interest bearing, 4% imputed interest, maturing in 2013.	\$ -	\$ 11,167
Note payable to the City of Concord, due in monthly installments of \$744, including principal and interest at 3%, payable over 5 years and secured by property.	<u>10,638</u>	<u>19,466</u>
Total Long-Term Debt	10,638	30,633
Less Current Portion	<u>(9,096)</u>	<u>(20,827)</u>
Long-Term Debt Net of Current	<u>\$ 1,542</u>	<u>\$ 9,806</u>

(Continued on next page)

SECOND START
NOTES TO THE FINANCIAL STATEMENTS

Future maturities of long-term debt are as follows:

<u>Years Ending June 30,</u>	
2014	\$ 9,096
2015	<u>1,542</u>
Total	<u>\$ 10,638</u>

Interest expense was \$1,876 and \$2,694 for the years ended June 30, 2013 and 2012, respectively.

I | LEASE AGREEMENTS

The Organization has entered into a long-term lease agreement for property located at 450 North State Street whereby the Organization has use of the building in return for its upkeep and maintenance. The improvements were capitalized with a five or twenty-year depreciable life. Depreciation expense was \$7,954 and \$10,440 for the years ended June 30, 2013 and 2012, respectively.

J | NET ASSETS

Temporarily restricted net assets consisted of United Way funding for 2014 in the amount of \$31,875 and other small private grants of \$21,065 at June 30, 2013. Temporarily restricted net assets consisted of United Way funding for 2013 in the amount of \$38,625 and contribution of imputed interest of \$834 at June 30, 2012.

K | BOARD-DESIGNATED NET ASSETS

Board-designated net assets consist primarily for capital and other repairs and maintenance projects.

L | IN-KIND CONTRIBUTIONS

Many members and other persons have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

(Continued on next page)

SECOND START
NOTES TO THE FINANCIAL STATEMENTS

M | RETIREMENT PLAN

At date of employment with the Organization, all full-time and part-time employees over twenty-one years of age and working more than 1,000 hours per year may contribute a portion of their wages to an IRS Section 403(b) retirement plan. The Organization may contribute to the employee's retirement fund at the Board's discretion. There were no contributions paid by the Organization for the year ended June 30, 2013 and 2012.

N | SUBSEQUENT EVENTS

Management has evaluated subsequent events through September 6, 2013, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date. Second Start did not identify any subsequent events that would require disclosure in the financial statements.

SECOND START
 COMBINING SCHEDULE OF SUPPORT AND REVENUES, EXPENSES AND CHANGES IN NET ASSETS
 FOR THE YEAR ENDED JUNE 30, 2013

	General & Building	Special Education	T.E.T. Program	Alternative High School	Student Assistance	Adult Basic Education	Adult Learner	Daycare	Total
SUPPORT AND REVENUES									
Contributions	\$ 6,692	\$ -	\$ -	\$ 17,500	\$ -	\$ 15,700	\$ 581	\$ 5,500	\$ 45,973
United Way	-	-	-	7,595	-	22,814	-	13,669	44,078
Fees from Governmental Agencies	-	227,815	137,200	202,556	71,440	76,233	-	-	715,244
Grants from Governmental Agencies	-	-	-	-	10,000	529,995	96,614	216,621	853,230
Grants-Private	-	-	-	-	-	33,141	-	-	33,141
Private Fees	-	-	-	-	-	-	-	869,168	869,168
Miscellaneous	3,878	-	-	-	1,180	1,980	138	3,446	10,622
Total Support and Revenues	10,570	227,815	137,200	227,651	82,620	679,863	97,333	1,108,404	2,571,456
EXPENSES									
Program Services									
Instruction and Student Activities	6,312	204,470	91,140	140,980	67,401	366,404	65,734	748,335	1,690,776
Staff Development and Professional Fees	16,424	3,790	661	1,605	949	162,973	476	3,819	190,697
Other Program Costs	8,855	15,535	19,886	13,863	3,714	37,335	10,978	91,517	201,683
Occupancy	-	6,233	2,346	6,233	899	16,571	5,714	30,219	68,215
Direct Depreciation	-	11,887	2,725	6,238	519	18,149	5,040	32,638	77,196
Total Program Services	31,591	241,915	116,758	168,919	73,482	601,432	87,942	906,528	2,228,567
Support Services									
General Administrative	832	39,542	17,089	26,550	10,527	93,774	13,958	131,683	333,955
Loss on Disposal of Equipment	3,303	-	-	-	-	-	-	-	3,303
Total Support Services	4,135	39,542	17,089	26,550	10,527	93,774	13,958	131,683	337,258
Total Expenses	35,726	281,457	133,847	195,469	84,009	695,206	101,900	1,038,211	2,565,825
Excess (Deficiency) of Support and Revenues Over Expenses	(25,156)	(53,642)	3,353	32,182	(1,389)	(15,343)	(4,567)	70,193	5,631
Net Assets, Beginning of Year	994,461	(441,870)	24,842	447,880	11,248	149,482	(49,715)	316,460	1,452,787
Net Assets, End of Year	\$ 969,305	\$ (495,512)	\$ 28,195	\$ 480,062	\$ 9,859	\$ 134,139	\$ (54,282)	\$ 386,653	\$ 1,458,418

SECOND START
COMBINING SCHEDULE OF SUPPORT AND REVENUES, EXPENSES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2012

	<u>General & Building</u>	<u>Special Education</u>	<u>T.E.T. Program</u>	<u>Alternative High School</u>	<u>Student Assistance</u>	<u>Adult Basic Education</u>	<u>Adult Learner</u>	<u>Daycare</u>	<u>Total</u>
SUPPORT AND REVENUES									
Contributions	\$ 10,429	\$ -	\$ -	\$ 15,000	\$ -	\$ 13,250	\$ 996	\$ 12,500	\$ 52,175
Energy Initiative	93,754	-	-	9,193	-	22,463	-	15,154	93,754
United Way	-	-	-	202,773	66,895	76,164	-	-	46,810
Fees from Governmental Agencies	-	199,638	140,546	-	5,000	488,950	92,949	147,934	686,016
Grants from Governmental Agencies	-	-	-	-	24,021	2,386	-	-	734,833
Grants-Private	-	-	-	-	-	-	-	781,187	26,407
Private Fees	7,628	-	-	-	-	3,133	163	1,575	781,187
Miscellaneous	111,811	199,638	140,546	226,966	95,916	606,346	94,108	958,350	12,499
Total Support and Revenues									2,433,680
EXPENSES									
Program Services									
Instruction and Student Activities	7,029	193,322	81,682	121,778	90,127	339,473	62,760	712,973	1,609,144
Staff Development and Professional Fees	263	2,867	835	2,104	589	124,844	502	3,755	135,779
Other Program Costs	10,125	14,366	16,966	13,404	3,477	32,913	11,460	74,717	177,428
Occupancy	-	8,691	2,582	8,597	976	12,817	4,792	26,671	65,126
Direct Depreciation	-	12,288	3,067	6,444	538	17,194	4,311	29,105	72,947
Total Program Services	17,417	231,534	105,152	152,327	95,707	527,241	83,825	847,221	2,060,424
Support Services									
General Administrative	6,843	39,352	19,331	25,683	12,292	93,421	13,562	137,723	343,364
Fundraising	6,843	39,352	19,331	25,683	12,292	93,421	13,562	137,723	6,843
Total Support Services	24,260	270,886	124,483	178,010	107,999	622,662	97,387	984,944	350,207
Total Expenses									2,410,631
Excess (Deficiency) of Support and Revenues Over Expenses	87,551	(71,248)	16,063	48,956	(12,083)	(16,316)	(3,279)	(26,594)	23,049
Net Assets, Beginning of Year	906,910	(370,622)	8,779	398,924	23,331	165,798	(46,436)	343,054	1,429,738
Net Assets, End of Year	994,461	(441,870)	24,842	447,880	11,248	149,482	(49,715)	316,460	\$1,452,787

The Accompanying Notes are an Integral Part of These Financial Statements



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

Nancy L. Rollins
 Associate Commissioner

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

June 6, 2013

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

APPROVED BY _____

DATE 6/19/13

PAGE _____

ITEM # 135 A

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into agreements with multiple vendors (see detail below) to provide Evidence Based Student Assistance Programing, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015, in an amount not to exceed \$789,534.69 in aggregate.

Summary of contracted amounts by vendor:

Vendor	Amount
Seacoast Youth Services, Inc.	\$200,627.41
Milton School District	\$197,722.40
North Country Health Consortium, Inc.	\$283,686.88
Second Start, Inc.	\$107,498.00
Total	\$789,534.69

Funds to support this request are anticipated to be available in the following account in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

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

EXPLANATION

The requested action seeks approval of 4 of 5 agreements that represent \$789,534.69 of the \$1,069,534.69 total anticipated to be spent state-wide to provide Evidence Based Student Assistance Services that will reduce underage drinking among 12-18 year olds and reduce prescription drug abuse among persons 12-18 years old. The Department anticipates the remaining agreement will be presented to Governor and Executive Council in July.

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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 8, 2013
Page 2 of 3

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%.

Services offered through this contract will help students in communities with high rates of use. Evidence Based Student Assistant Programs impact knowledge, skills, and decreases overall use among students being served. These services include alcohol and other drug screenings, individual support sessions, group support sessions, and referrals to drug and alcohol treatment providers when indicated by the screening. All students and parents will receive targeted drug and alcohol education to improve understanding of risks associated with prescription drug and underage alcohol use as well as the developmental milestones and brain development of adolescences. This program will also incorporate community level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

The vendors were selected through a competitive bid process. A Request for Proposals was posted on the Department's web site on February 27, 2013 through April 12, 2013. In addition, a bidder's conference was held on March 14, 2013. A total of 5 proposals were received as a result of the RFP. Technical and Cost Proposals were reviewed by committee of seven professionals, selecting five for funding based on review criteria as stated in the RFP. Specific areas of expertise include: substance abuse prevention services, budgeting and finance, program delivery and development, and youth mental health services. The RFP Scoring Summary is attached.

Each agreement contains an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council.

Performance measures for each participating school include the following: The contractor shall maintain 1FTE Student Assistance Counselor per 1,000 students (this can be prorated for schools with smaller populations). The contractor shall utilize an evidenced based screening tool for a minimum of 4 student screenings each year. The Student Assistance Counselor shall host a minimum of 8 group support sessions during year one, 16 group support sessions during year two, and 16 individual support sessions each year. There shall be a minimum of 8 educational sessions held for students each year and a minimum of two parent education contacts each year. The contractor shall conduct a minimum of 3 environmental strategies each year to address the culture and overall wellbeing of the community at large. The contractor shall ensure that pre and post surveys are conducted in the participating schools at the beginning and end of each school year, and the schools (listed below) shall participate in the 2015 Youth Risk Behavior Survey.

Area served: Middle School Students, High School Students and the communities served by:

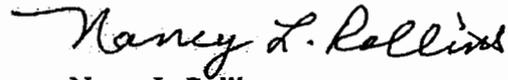
Merrimack Valley High School
Merrimack Valley Middle School
Pittsfield Elementary School
Pittsfield Middle/High School.
Woodsville High School
Groveton High School
White Mountain Regional High School
Hampton Academy
Seabrook Middle School
Nute Middle/High School and Library.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 8, 2013
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.

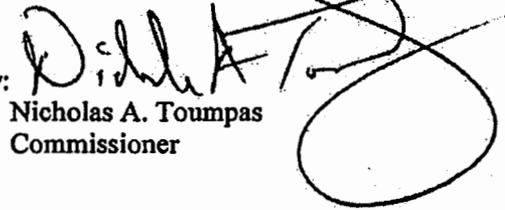
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

Financial Detail

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

Seacoast Youth Services, Inc. (Vendor # 203944-B001)

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500734	Contracts for Prog Svc		\$96,634.77
SFY 2014	102-500734	Contracts for Prog Svc		\$103,992.64
			Sub-Total	\$200,627.41

Milton School District (Vendor # 156682-B001)

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500734	Contracts for Prog Svc		\$98,861.20
SFY 2014	102-500734	Contracts for Prog Svc		\$98,861.20
			Sub-Total	\$197,722.40

North Country Health Consortium, Inc. (158557-B001)

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500734	Contracts for Prog Svc		\$143,040.68
SFY 2014	102-500734	Contracts for Prog Svc		\$140,646.20
			Sub-Total	\$283,686.88

Second Start, Inc. (177224-B002)

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500734	Contracts for Prog Svc		\$53,156.00
SFY 2014	102-500734	Contracts for Prog Svc		\$54,342.00
			Sub-Total	\$107,498.00

City of Portsmouth School District (177463-B006)

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500734	Contracts for Prog Svc		\$155,000.00
SFY 2014	102-500734	Contracts for Prog Svc		\$125,000.00
			Sub-Total	\$280,000.00
			Total	\$1,069,534.69

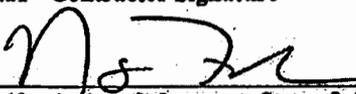
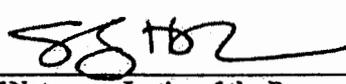
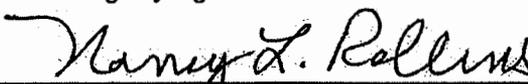
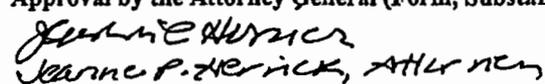
Subject: NH Strategic Prevention Framework Partnership for Success II

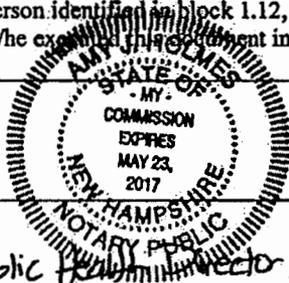
AGREEMENT

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 Bureau of Drug and Alcohol Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name North Country Health Consortium		1.4 Contractor Address 262 Cottage Street Suite 230 Littleton, NH 03561	
1.5 Contractor Phone Number 603-259-3700 x223	1.6 Account Number 05-95-49-491510-2988	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$283,686.88
1.9 Contracting Officer for State Agency Jessica Blais, Chief of Prevention and Education Services		1.10 State Agency Telephone Number (603) 271-6112	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Nancy Frank, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>6/5/13</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 agreement in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Amy Holmes, Community and Public Health Director, North Country Health Consortium			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory NANCY RAENS ASBDC 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:  Jeanne P. Herrick, Attorney General On: 7 JUN. 2013			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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



Scope of Services

1. General Provisions

- A) The Contractor is responsible for compliance with all relevant state and federal laws.
- 1) Special attention is called to the following statutory responsibilities:
 - 2) Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.
 - 3) All services provided pursuant to this Agreement shall be subject to the most current proposed or formalized rules and regulations promulgated by the 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 Bureau of Drug and Alcohol Services (BDAS), 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 BDAS 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, which may be exacerbated during emergencies. 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 implementation of the regional plan(s) and / or programs;
 - 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 to the Contractor 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 seen in facilities activated by the network during emergencies, including vaccination/medication dispensing clinics, alternate care sites, and neighborhood emergency help centers.
- 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 DCBCS before printing, production, distribution, or use.
 - 3) The Contractor shall credit DHHS BDAS on all materials produced under this contract.



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

2. Minimum Standards of Core Services

A) Contractors Minimum Required Services and Performance Measures

1) Dedicated staff

The Contractor shall maintain dedicated student assistance staff that meets with the following standards:

- i) There must be one full time equivalent staff person to every 1,000 students. This can be prorated for schools serving less than 1,000 students. If the school is under 1,000 students the staff person must be available a minimum of two days per week, and cannot serve more than two buildings or campuses. The student assistance counselor must be able to obtain Certified Prevention Specialist status within one year. A NH MLADC shall be license eligible by the end of year two at Woodsville High School to provide necessary NH MLADC input to the three schools of the Project Success Network.
- 2) Individual Screening using and Evidence Based Screening Tool
 - i) The contractor shall ensure all the funded schools shall utilize the GAINS-SS (Global Appraisal of Individual Needs – Short Screen). Other evidence based screening tools may be substituted with the permission of the contract manager.
- 3) Referral as indicated by screening
 - i) The contractor shall ensure that all three schools shall refer students to the appropriate community provider. The contractor shall work with the schools to develop and formalize a protocol for referrals to the appropriate provider by the end of year one.
- 4) Individual and group support sessions
 - i) The contractor shall conduct Individual Support Sessions with the purpose of crisis intervention or to motivate students to participate in the Project Success groups.
 - ii) The contractor shall conduct Group Support Sessions based on a Project Success social learning model, with the general purpose of the group support sessions being to help students identify and resist social and situational pressures to use substances, correct misperceptions about the prevalence and acceptability of substance use, focus on the personal consequences of use, teach and provide opportunities to practice resistance and coping skills, and identify barriers to using the skills or adopting healthy attitudes. There are ten different groups that make up the groups of the Project Success program: Newcomers Group, Senior Group, Alcohol and Other Drug Assessment Education Group, Sibling Group, Non-Users Group, Children Of Substance Abusing Parents (COSAP) Group, Parents, Peers, and Partying Group, Abuser Group, Abuser/COSAP Group, and Recovery Group. During the first session of these groups, confidentiality and boundaries are also addressed so it is clear to students what confidentiality guidelines are in place.
 - iii) Both the Newcomers Group and the COSAP Group shall begin in year one of the grant at all three schools, with recruitment and facilitation of the other eight groups beginning in year two.
- 5) Provide Parent Education
 - i) The contractor shall provide parent education about prescription drug use and underage drinking and binge drinking. Topics shall include developmental information (being a teen), information about how youth access substances, and how perception of parental disapproval impacts use. The contractor can enhance these services through the pre-existing Prevention Youth Councils and other parent education services already being offered at the school and local level.
- 6) Provide student education during transitional years
 - i) The contractor shall provide prevention education services during transitional years (i.e. 8th and 9th grade). Education sessions must include topics including but not limited to: being and adolescent, alcohol, tobacco and other drug information, Family Dynamics and pressures, and skills for coping with stress and life pressure. The contractor can enhance these services through the pre-existing Prevention Youth Councils and other parent education services already being offered at the school and local level. The selection of an evidence based educational curriculum may assist the schools in meeting this requirement.
- 7) School and community based environmental strategies.



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

- i) The contractor shall conduct a minimum of three school/community centered environmental strategies each year of funding. The contractor may utilize existing Prevention Youth Councils and other existing groups to enhance and meet this requirement.
 - 8) Enhance services through media and marketing
 - i) The contractor shall enhance services through the utilization of marketing and media tools. This work shall be done in conjunction with the work being done at the state level through The Partnership for a Drug Free NH, the Regional Network System, and the local Drug Free Community Grantees. The contractor may utilize existing Prevention Youth Councils and other existing groups to enhance and meet this requirement. It is anticipated that the participation of the Prevention Youth Councils shall greatly enhance the state level work as well.
 - 9) Conduct regular evaluation
 - i) The contractor shall conduct an annual pre and post all school survey at the beginning and end of each school year. The contractor shall work closely with the NH Bureau of Drug and Alcohol Services and NH Center for Excellence to use this data to drive continuous quality improvement.
 - ii) The contractor shall conduct an all school 2015 Youth Risk Behavior Survey. The contractor shall work with the NH Bureau of Drug and Alcohol Services and NH Center for Excellence to plan for a community level release of this data.
 - 10) Evaluate Current School Policy and move toward Best Practice School Policies.
 - i) The contractor shall conduct an assessment of the school policy by end of year one, move toward implementing best practice school policy according to the recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment by end of year two.
 - 11) Participate in the Student Assistance Learning Collaborative and other mandatory trainings.
 - i) The contractor shall attend required Learning Collaboratives and mandatory trainings.
- B) Data Reporting Requirements
- 1) The Contractor must have the ability to communicate and submit required reports via e-mail.
 - 2) The Contractor shall submit the following reports in formats approved and/or provided by the BDAS unit
 - i) Contractors shall enter and complete monthly data reporting in New Hampshire Prevention Web Information Technology System (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) BDAS may withhold, in whole or in part, any payment for the ensuing period of the Agreement until the Contractor submits the above reports to BDAS's satisfaction, unless a waiver has been granted.
- C) Quarterly Site Visits
- 1) The Contractor shall allow a team authorized by BDAS to conduct quarterly site reviews that will include Student Assistance Counselor, the Contractor or designee, Evaluator, and BDAS. 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.



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

D) Evidence Based Core Components

- 1) In support of the NH DHHS's, Bureau of Drug and Alcohol Services' 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 BDAS 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 Bureau of Drug and Alcohol 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.



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

Exhibit B

Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B-1; 100% federal funds from the Substance Abuse and Mental Health Services Administration, Strategic Prevention Framework Partnership for Success II Grant (SAMHSA, SPF PFS II), CFDA #93.243.

Payment for said services shall be made as follows:

The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

Financial Manager
Division of Community Based Care Services
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Exhibit B-1 Budget Form

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

Bidder/Program Name: North Country Health Consortium

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

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

LINE ITEM	DIRECT EXPENSE	MATCH EXPENSE	TOTAL	MATCH PERCENTAGE	AMOUNT FOR MATCH PERCENTAGE
1. Total Salary/Wages	\$ 39,394.00	\$ -	\$ 39,394.00	\$ -	\$ 8,848.50
2. Employee Benefits	\$ 11,818.00	\$ -	\$ 11,818.00	\$ -	\$ 2,834.50
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 6,070.00	\$ -	\$ 6,070.00	\$ -	\$ -
6. Travel	\$ 6,036.00	\$ -	\$ 6,036.00	\$ -	\$ -
7. Occupancy	\$ 1,364.00	\$ -	\$ 1,364.00	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Telephones	\$ 380.00	\$ -	\$ 380.00	\$ -	\$ -
Postage	\$ 330.00	\$ -	\$ 330.00	\$ -	\$ -
Subscriptions	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -
Audit and Legal	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -
Insurance	\$ 207.00	\$ -	\$ 207.00	\$ -	\$ -
Internet	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -
9. Staff Education and Training	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -
10. Marketing/Communications/Media	\$ 8,184.90	\$ -	\$ 8,184.90	\$ -	\$ -
11. Data Collection/evaluation	\$ 8,184.90	\$ -	\$ 8,184.90	\$ -	\$ -
12. Memorandums of Agreement	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect (<10%)	\$ 9,821.88	\$ -	\$ 9,821.88	\$ -	\$ -
TOTAL	\$ 143,040.88	\$ -	\$ 143,040.88	\$ -	\$ 12,803.00

Indirect As A Percent of Direct

10.0%

NOTE: Minimum match funding per section 4.1 of RFP

Exhibit B-1 Budget Form

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

Bidder/Program Name: North Country Health Consortium

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

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

EXP. CODE	OFFICE DIRECT	INDIRECT DIRECT	TOTAL	MATCH/FUNDING	TOTAL REQUEST
1. Total Salary/Wages	\$ 40,578.00	\$ -	\$ 40,578.00	\$ 10,144.00	
2. Employee Benefits	\$ 12,173.00	\$ -	\$ 12,173.00	\$ 3,043.00	
3. Consultants	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 52.00	\$ -	\$ 52.00	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	
Educational	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	
Office	\$ 2,570.00	\$ -	\$ 2,570.00	\$ -	
6. Travel	\$ 6,038.00	\$ -	\$ 6,038.00	\$ -	
7. Occupancy	\$ 1,405.00	\$ -	\$ 1,405.00	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 393.00	\$ -	\$ 393.00	\$ -	
Postage	\$ 331.00	\$ -	\$ 331.00	\$ -	
Subscriptions	\$ 201.00	\$ -	\$ 201.00	\$ -	
Audit and Legal	\$ 2,080.00	\$ -	\$ 2,080.00	\$ -	
Insurance	\$ 208.00	\$ -	\$ 208.00	\$ -	
Internet	\$ 1,030.00	\$ -	\$ 1,030.00	\$ -	
9. Staff Education and Training	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	
10. Marketing/Communications/Media	\$ 8,003.50	\$ -	\$ 8,003.50	\$ -	
11. Data Collection/evaluation	\$ 8,003.50	\$ -	\$ 8,003.50	\$ -	
12. Memorandums of Agreement	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
Indirect (<10%)	\$ 9,604.20	\$ -	\$ 9,604.20	\$ -	
TOTAL	\$ 140,648.20	\$ -	\$ 140,648.20	\$ 13,187.00	

Indirect As A Percent of Direct

10.0%

NOTE: Minimum match funding per section 4.1 of RFP

Contractor Initials

77

Date

6/5/13

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

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

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

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

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

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

15. Prior Approval and Copyright Ownership:

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

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

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

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

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

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.

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.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

North County Health Consortium From: 7/1/13 To: 6/30/15
(Contractor Name) (Period Covered by this Certification)

Nancy Frank, Executive Director
(Name & Title of Authorized Contractor Representative)

[Signature] 6/5/13
(Contractor Representative Signature) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (Indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

Contract Period: 7/1/13 through 6/30/15

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

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

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

[Signature]
(Contractor Representative Signature)

Nancy Frank, Executive Director
(Authorized Contractor Representative Name & Title)

North Country Health Consortium
(Contractor Name)

6/5/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/5/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Geo M Stevens & Son Co 149 Main Street Lancaster NH 03584		CONTACT NAME: Patricia Emery PHONE (A/C No. Ext): (603) 788-2555 FAX (A/C No.): (603) 788-3901 E-MAIL ADDRESS: p.emery@geomstevensinsurance.com	
INSURED North Country Health Consortium Inc PO Box 348 Littleton NH 03561		INSURER(S) AFFORDING COVERAGE INSURER A: Union Insurance Company INSURER B: Acadia Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 31325

COVERAGES **CERTIFICATE NUMBER: CL1311003583** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPA 0238922 15	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/PROP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						\$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG						\$
B	AUTOMOBILE LIABILITY			CAA0238923-15	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist property \$ 25,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA0277380-14	1/1/2013	1/1/2014	WC STATUTORY LIMITS OTH-ER
	<input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Health Consortium
 NH Worker's Compensation--Excluded officers are Russell Keene, Charles Cotton & Adele Woods

This certificate of insurance 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, terms, exclusions, and conditions afforded by the policy or policies referenced herein.

CERTIFICATE HOLDER Bureau of Alcohol and Drug Services DHHS 105 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Patricia Emery/PBE

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY HEALTH CONSORTIUM is a New Hampshire nonprofit corporation formed October 5, 1998. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of April A.D. 2013

William M. Gardner
Secretary of State



Mission Statement

North Country Health Consortium leads innovative collaboration to improve the health status of the region.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Division for Children, Youth and Families

Agency Name: North Country Health Consortium

Name of Bureau/Section: North Country Prevention Network

BUDGET PERIOD:	SFY 2014-15		Total Salary Amount (Total By Contract)
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	
Colleen Gingue - Finance Director	\$58,188	2.00%	\$1,163.76
Amy Holmes - Community and Public Health Director	\$61,265	2.00%	\$1,225.30
Bob Thompson - Prevention Programs Mgr.	\$55,431	5.00%	\$2,771.55
Sean O'Brien - Project Success Network Coord.	\$50,000	40.00%	\$20,000.00
Drew Brown - Prevention Programs Coord.	\$47,443	30.00%	\$14,232.90
		0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$29,394.51

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel MUST be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

**North Country Health Consortium
2012 - 2013 Board of Directors**

Officers

Roxie Severance, President (O) - 2014
Executive Director, Morrison Nursing Home

Tony Poekert, Vice President (O) - 2013
Outreach Coord/Admin Manager
NH Catholic Charities

Ed Shanshala, Assistant Secretary (O) - 2012
Executive Director
Ammonoosuc Community Health Services

Charlie White, Treasurer (O) - 2013
Chief Operations Officer
Upper Connecticut Valley Hospital

Jane MacKay, Secretary (I) - 2012
Area Director, Northern Human Services

Directors

Sharon Beaty, Director (O) - 2012
Chief Executive Officer
Mid-State Health Center

Nancy Bishop, Director (O) - 2013
Administrator, Grafton County Human Services

Alisa Druzba, Director (O) - 2013
Administrator, NH DHHS, Rural Health &
Primary Care Section

Scott Howe, Director (O)
Administrator, Weeks Medical Center

Russell Keene, Director (O) - 2012
President, Androscoggin Valley Hospital

Rosemary Orgren, Director (O) - 2014
NH AHEC Program Director, Dartmouth Medical School

Maria Ryan, Director (O)
Administrator, Cottage Hospital

Elaine Bussey, Director (O) - 2012
Executive Director
North Country Home Health & Hospice

Rob Darling, Director (O) - 2014
Chief, 45th Parallel EMS

Margo Sullivan, Director (O) - 2012
Executive Director
Androscoggin Valley Home Care

Lucille Tremblay, Director (O) - 2013
Program Director, AOD Prevention, TCCAP

Warren West, Director (O) - 2012
CEO, Littleton Regional Hospital

Adele Woods, Director (O) - 2012
Chief Executive Officer

Amy J. Holmes

Contact Information:
North Country Health Consortium
262 Cottage St Suite 230
Littleton, NH 03574
603.259.3700 (work) 603.616.9128 (cell)

Education

- 1993 **Tulane University.** School of Public Health and Tropical Medicine
New Orleans, Louisiana
Master of Health Administration
- 1990 **Tulane University.**
New Orleans, Louisiana
Bachelor of Science: Anthropology Minor: Biology

Professional Experience

- 10/09– PRESENT **COMMUNITY AND PUBLIC HEALTH DIRECTOR**, North Country Health Consortium, Littleton, NH

Responsibilities include:

Oversee and support collaborative work with public and private sector partners to develop and implement public health interventions aimed at fulfilling the 10 essential services of public health in the North Country of New Hampshire. Duties: utilize community health data; research and implement strategies for population-based health promotion and disease prevention; develop and implement plans to evaluate program activities; coordinate communications activities; provide technical assistance to local citizen groups; supervise to program staff; liaise with academic, state, federal, and private departments and agencies involved with public health and prevention work; manage program budgets

- 11/08 - 10/09 **Workforce Education and Development Program Manager**, Northern New Hampshire Area Health Education Center (AHEC), a program of the North Country Health Consortium, Whitefield, NH

Responsibilities include:

- Developing, planning, and coordinating continuing education programs for health and human service providers in northern New Hampshire communities
- Working with the central New Hampshire AHEC to promote health care careers and health professional continuing education
- Managing funding sources and budgets for education programs and projects
- Community health promotion and training activities through the various programs of the North Country Health Consortium.

Volunteer Work

- 9/03 - 9/06 **President**, Littleton Regional Hospital Auxiliary

Responsibilities included:

- Presiding at all board meetings and supervising the Auxiliary Board Members
- Creating quarterly newsletters to maintain communications with Auxiliary membership
- Appointing committee chairpersons as necessary
- Representing the Auxiliary at regional and state meetings

- 3/05 - 3/06 **Member**, Profile / Littleton School District Regionalization Committee

References Available Upon Request

Bob Thompson, CPS

Objective

To pursue a career in the Substance Abuse Prevention field that continues to provide professional fulfillment as well as be compatible with personal lifestyle interests.

Education

San Diego State University

1974 -1979

Bachelor of Sciences Degree Major: Geography/Environmental Studies
Minor: Biology/Conservation

Employment

North Country Health Consortium

2007-Present

Littleton, NH

North Country Regional Prevention Network Program Manager

2010-Present

North Country Regional Prevention Network Coordinator; New Hampshire Charitable Foundation Prevention Strategies Program Manager; Drug Free Communities Support Program and Sober Truth on Prevention of Underage Drinking Grants Project Director.

North Country Prevention Network Coordinator

2007-2010

Community Prevention Coalition Coordinator for Strategic Prevention Framework Initiative; managed by the New Hampshire Division of Public Health Services

Certified Prevention Specialist – past president, current member, Prevention Certification Board of Directors

New Hampshire Alcohol and Other Drug Service Provider Association – Board of Directors

New Hampshire Training Institute on Addictive Disorders – Advisory Board member

Tri-County Community Action Programs/AOD

1997-2007

Berlin, NH

Prevention Programs Director, Certified IDIP Instructor

Created Alcohol and Substance Abuse Program (ASAP) – A Prevention/Early Intervention Program for adolescents dealing with low level Alcohol and Drug violations in NH District Courts

Impaired Driver Intervention Program Directors Board – President

Amethyst Foundation

1995 -1997

Epping, NH

Certified Impaired Driver Intervention Program Instructor

Sean Patrick O'Brien

~STUDENT-FOCUSED EDUCATOR, FACILITATOR~

"Sean has used experiential education & recreation as a vehicle to empower the students he works with to lead and promote the benefits of a healthy lifestyle."

-Wendy Hamill, Guidance Director Lin-Wood Public School

- **SUMMARY OF QUALIFICATIONS**

Dynamic and passionate professional who has a proven and accomplished record working with students of all ages; over twenty successful years utilizing his knowledge and skills to meet the unique needs of the community from a wide range of backgrounds. Has introduced a number of innovative programs, clubs and intramural sports based on needs assessments such as Project D.J. "For Youth By Youth," Youth Leadership Through Adventure an adventure approach to teaching service learning and leadership skills, Outing club and more.

- **EDUCATION & CERTIFICATIONS**

Plymouth State College, Plymouth, NH 2001

Bachelor of Science, Physical Education

Option: Recreation Leadership

Minor: Health

Masters Level Courses taken:

Project Venture Training (Certified Trainer)

Achieving Fitness: An Adventure Approach

Adventure Approach to Teaching health and Wellness

Experiential Education Approach to bullying & Conflict Resolution

Debriefing & Processing Tools

Adventure with Youth At-Risk

Youth Leadership Institute CMCA (Certified Trainer)

Engaging Activities for Social and Emotional Learning

- **PROFESSIONAL EXPERIENCE**

A.D.A.P.T., Inc. ~ Lincoln, NH 1999-Present

Regional Coordinator Project SUCCESS Counselor/ Executive Director

Determining the mission and purpose of the organization. Leading and inspiring all aspects of the organization including planning, administering needs assessments, budgeting, programming, financial reporting, payroll, resource management, human resources, fundraising, grant writing, social enterprise, public relations, special events and the training and supervision of staff. Implementing the Evidence Based Intervention Project SUCCESS at Lin-Wood Public School with fidelity. Supporting the mission of the organization and creating sustainable model programs.

North Country Health Consortium ~ Littleton, NH 2010-Present

Regional Coordinator North Country Prevention Youth Council

Focus on the welfare of student peers as well as their respective communities. Planning, organizing and facilitation of an annual middle and high school youth leadership conference focused on prevention and improving school climate.

Lin-Wood Public School ~ Lincoln, NH 2009-Present

Varsity Golf Coach

Lin-Wood Public School ~ Lincoln, NH 2010-Present

Middle School Boys Basketball Coach

Plymouth State University ~ Plymouth, NH 2008-Present
O.C.T.A.A. (On Campus Talking About Alcohol) Instructor
Facilitating the Evidence Based Intervention Prime for Life for University alcohol policy violators on a bi-weekly basis.

The Center for Adolescent Health ~ Plymouth, NH 2006-2010
Dartmouth-Hitchcock Clinic
Experiential Programs Coordinator
Implementation of culturally sensitive experiential programming for at-risk youth, which included rock climbing, backpacking, snowshoeing, white water rafting and service learning.

Natural Highs Indoor Climbing Gym ~ North Woodstock, NH 2006-2010
General Manager
Marketing, training staff, scheduling, payroll, purchasing and maintenance of equipment.

A.D.A.P.T., Inc. ~ Lincoln, NH 1992-1999
Positive Youth Development specialist
Programming, planning and organizing field trips, mentoring, designing and building of a challenge course.
Working with children in grades 1-12 by developing and offering a unique after school and summer adventure program.

- **Additional Relevant Training**

Skills/Training/Certification:

Supervision

Grant writing

Collaboration

Innovative programming

Excellent communication and writing skills

Proficient with Microsoft Word, Microsoft Excel and Power point

Able to work independently and under pressure

Coalition Building

Strategic Planning

Smoking Cessation (N-O-T) Not on Tobacco certified facilitator

EBI Project SUCCESS certified facilitator

EBI CMCA certified facilitator and Trainer

EBI Prime for Life! Under 21 Risk reduction curriculum certified facilitator

EBI Botvin's Life Skills curriculum certified facilitator

EBI Reconnecting Youth certified facilitator

EBI Project Alert curriculum certified facilitator

EBI Project Venture certified facilitator and Trainer

MET/CBT (Motivational Enhancement Therapy/ Cognitive behavioral Therapy) certified facilitator

GAIN (Global Appraisal of Individual Needs) Screening and Assessment tool. Project Advanced Group Facilitation Skills

- **New England Institute of Addiction Studies Courses Completed:**

Adolescent Brain Development

Environmental Prevention Strategies

Prevention for the 18-25 year old population

Skills for the Student Assistance Person

Substance Abuse Prevention Specialist

Getting to Outcomes Plus

Community based Prevention using simple, low cost, evidence-based kernels and behavior vaccines

Implementing Culturally Competent Prevention Programs

Andrew Charles Brown

Summary

Over 4 years experience in customer service and database assisted web applications. Quick and effective learner, shown by academic achievements and quick learning ability in the area of job skills.

Education

Home schooled: 1st – 12th grade
1999-2000 Part time school at Community College of Vermont
2000-2002 Full time work on Bachelors degree (Liberal Studies) at Lyndon State College
2002-2004 Completed Bachelors of Arts (Cum Laude) (Political Science) at University of Vermont

Employment

Summer 2009-Present Program Specialist – North Country Health Consortium
*Plans, coordinates and manages the use of data, communications and reporting tools and systems to meet NCHC program strategic objectives.
*Works with Community Substance Abuse Prevention Programs Manager to coordinate and evaluate the success of program activities

Spring 2005-Summer 2009 Office System Administrator – North Country Health Consortium
*Management of IT resources for the entire company, supervision of IT personnel and management of network-wide installations and rollouts.

Fall 2004-Spring 2005 ParTech System Administrator – North Country Health Consortium
*Gained management experience while learning about accountability by managing HelpDesk staff activities while reporting to the ParTech project manager and ParTech board

Spring 2003 – Spring 2004 Helpworks/Factors Helpdesk Staff member – North Country Health Consortium
*Worked with System Administrator and other Helpdesk Staff to provide point of contact support to statewide customer base, including work with web development and troubleshooting skills

2002 – 2004 Lab Consultant – Client Information Technology Services
Department: University of Vermont
*Gained knowledge of how to function as an information technology staff member by solving clients' problems in the computer lab

Summer 2002 – Spring 2003 Technological Consultant – Working with Helpworks/Factors Programs for the North Country Health Consortium
*Gained intimate knowledge of the Helpworks/factors programs by working with and creating Helpworks screenings and Factors assessments
*Developed ability to work well with coworkers and keep odd hours in order to get the job done

Academic Honors

Lyndon State College
Fall 2000 Dean's List
Spring 2001 Dean's List
Fall 2001 Dean's List
Spring 2002 Dean's List
University of Vermont
Fall 2002 Dean's List
Spring 2003 Dean's List

Colleen Gingue

Self-Starter Team Player Task Oriented Cheerful

Highlights of Qualifications

- Proficient in Microsoft Suite (Access, Excel, Power Point, Word) and Microsoft Outlook (Email, Calendar, Reminder, Notes), QuickBooks Pro, Customer Relationship Management (CRM), SharePoint, ADP, ReportSmith, Red Beam

Experience

Finance Director North Country Health Consortium 2012-Present

- Prepare monthly financial management reporting packages and analyses
 - Present financial statements to Finance Committee and Board
- Direct preparation of monthly, quarterly, and annual budget reports with recommendations for areas of improvements
- Direct administration of financial management systems, strategies, fiscal policy and procedures
- Oversee and participate in annual external audit
 - Review auditor reports and financial statements, and provide recommendation as needed
- Supervise annual insurance renewals and review coverage requirements
- Supervise Administrative Assistant

Multi-Client Bookkeeper Service Abacus Bookkeeping 2012

- Assist Montpelier tax preparer and bookkeeper service with QuickBooks and Intuit ProSeries tax preparation software
 - Concentration in reconciliations, Excel spreadsheets, and analysis

Accounting Manager microDATA 911, Inc. 2002-2011

- Supervise and Participate in Management of Accounting Department
 - Reconcile A/R, A/P, Payroll, Accrual and Prepaid Accounts, Fixed Assets
- Perform Daily Cash Management and Monthly/Annual Projections
- Prepare Financial Reports for Internal and External Distribution
- Team with external CPA for Annual Review and Tax Return Preparation
- Supervise and Participate in Year-End Closing Duties
 - Payroll Multi-State Reporting Requirements
 - Closing Journal Entries and Financial Statement Preparation
 - New year Prepaid, Accrual and Depreciation Journal Entries
 - Interview, Manage Benefits, Provide Employee Reviews & Coaching

Office Manager/Accountant Gingue Electric Corporation 1989-2007 (closed)

- Orchestrate Multitude of Tasks for Successful Business Operation
 - Manage Payroll and Employee Benefit Duties
 - Track Apprenticeship Program Requirements
 - Manage Full-Charge Bookkeeper Duties: A/P, A/R, Financial Reporting
 - Create and Maintain Inventory and Billing Database

Experience (continued)

Accountant *Deerfield Village Furniture* *1999-2002 (office closed)*
• Perform A/R, A/P, Payroll, General Ledger, and Financial Reporting Duties

Various Positions with Northern Community Management Corporation *1993-1998*
Property Manager - Administrative Manager - Accounting Manager

Education

Bachelor's Degree in Business Administration, Johnson State College (in progress)
Cum Laude Graduate with Associate in Science in Accounting, Champlain College

CERTIFICATE OF VOTE

I, Roxie Severance, of North Country Health Consortium, do hereby certify that:

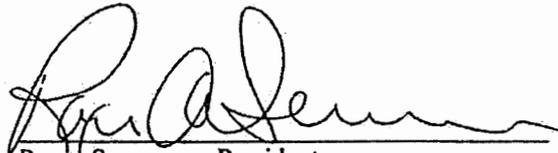
1. I am the duly elected President of North Country Health Consortium;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the North Country Health Consortium, in Minutes dated April 23, 2013;

RESOLVED: Be it resolved that North Country Health Consortium enters into contracts with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: Be it resolved that the Executive Director and/or Board President is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Nancy Frank is the Executive Director of the corporation.

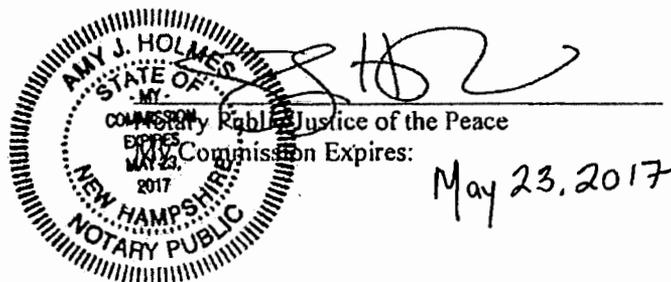
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of June 5, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the North Country Health Consortium this 5th day of June, 2013.


Roxie Severance, President

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 5th day of June, 2013 by Roxie Severance.





**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Second Start Contract**

This 1st Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II contract (hereinafter referred to as "Amendment #1") dated this 30th day of April 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 Second Start (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 17 Knight Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013 (Item # 135A), 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 line items amounts 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 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 20th 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
 - b. Replace with Exhibit B-1 Amendment #1 (SFY 2014) New Hampshire Strategic Prevention Framework Partnership for Success II

Contractor Initials: 
Date: 5/8/14



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

5/15/14
Date

Sh L Rod
NAME
TITLE

Second Start

May 8, 2014
Date

James B. Hodgson
NAME
TITLE Executive Director

Acknowledgement:

State of NH, County of Merrimack on May 8, 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

[Signature]
Name and Title of Notary or Justice of the Peace

SARAH HUNEWILL, Notary Public
My Commission Expires October 3, 2017

Contractor Initials: [Signature]
Date: 5/8/14



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

OFFICE OF THE ATTORNEY GENERAL

5/28/14
Date

Michael K. Brown
Name: Michael K. Brown
Title: Gen. Assist. Atty

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: [Signature]
Date: 5/8/14

Exhibit B-1 Amendment #1

**New Hampshire Department of Health and Human Services
Bureau of Drug and Alcohol Abuse Services
AMENDMENT/RENEWAL BUDGET FORM**

Bidder/Program Name: Student Assistance Program

Budget Request for: Second Start

(Name of RFP)

Budget Period: 7/1/2013-6/30/2014

Line Item	13/14 Current Modified Budget	SFY 14 Increase / (Decrease) Budget	Revised Modified Budget	Matching Funds
1. Total Salary/Wages	\$ 40,560.00	\$ 2,900.00	\$ 43,460.00	
2. Employee Benefits	\$ 3,686.00	\$ 200.00	\$ 3,886.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 150.00	\$ (100.00)	\$ 50.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 90.00	\$ 50.00	\$ 140.00	
6. Travel	\$ 900.00	\$ 900.00	\$ 1,800.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ 170.00	\$ -	\$ 170.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 4,000.00	\$ (600.00)	\$ 3,400.00	
11. Staff Education and Training	\$ 1,600.00	\$ (1,350.00)	\$ 250.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (YRBS @ \$1 X 2000 studer	\$ 2,000.00	\$ (2,000.00)	\$ -	
	\$ -	\$ -	\$ -	
Agreements for Service SAU 46 & 51	\$ -	\$ -	\$ -	\$ 50,340.00
	\$ -	\$ -	\$ -	
Sub-Total Direct Costs	\$ 53,156.00	\$ -	\$ 53,156.00	
14. Indirect Costs (not to exceed 10%)	\$ -	\$ -	\$ -	
TOTAL	\$ 53,156.00	\$ -	\$ 53,156.00	

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SECOND START is a New Hampshire nonprofit corporation formed September 3, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of May A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Linda Vincent, of Second Start, do hereby certify that:

1. I am the duly elected Secretary of Second Start;
2. The following are true copies of two resolutions duly adopted at a meeting of the Executive Committee of the Board of Directors of the corporation duly held on May 8, 2014;

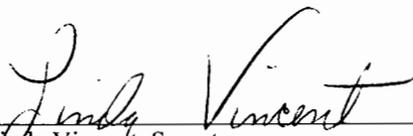
RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services and that the President, Vice President, Treasurer, and the Executive Director, or any of them acting singly, be and hereby are authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as any of them may deem necessary, desirable or appropriate to accomplish same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby; The foregoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following persons have been duly elected and now occupy the offices indicated below.

<u>Frank Lemay</u>	President
<u>Deb Shea</u>	Vice President
<u>Linda Vincent</u>	Secretary
<u>Matthew Nadeau</u>	Treasurer
<u>James Snodgrass</u>	Executive Director

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 8, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 8th day of May, 2014.



 Linda Vincent, Secretary
 Second Start Board of Directors

(CORPORATE SEAL)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/7/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Pat Mack PHONE (A/C, No, Ext): (603) 293-2791 E-MAIL ADDRESS: pat@esinsurance.com		FAX (A/C, No): (603) 293-7188
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Second Start 17 Knight Street Concord NH 03301	INSURER A: Philadelphia Insurance Co		
	INSURER B: NH Employers Insurance Company		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2013-2014 Cert **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK1106125	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1106125	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB442244	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ECC6004000331-2014A	1/1/2014	1/1/2015	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER State of NH Dept of Health & Human Servic Bureau of Drug and Alcohol Services 129 Pleasant Street Concord, NH 03301-3852	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pat Mack/PAT <i>Pat m Mack</i>
--	--



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

 Nancy L. Rollins
 Associate Commissioner

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

June 6, 2013

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

APPROVED BY _____

DATE 6/19/13

PAGE _____

REQUESTED ACTION

ITEM # 135 A

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into agreements with multiple vendors (see detail below) to provide Evidence Based Student Assistance Programing, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015, in an amount not to exceed \$789,534.69 in aggregate.

Summary of contracted amounts by vendor:

Vendor	Amount
Seacoast Youth Services, Inc.	\$200,627.41
Milton School District	\$197,722.40
North Country Health Consortium, Inc.	\$283,686.88
Second Start, Inc.	\$107,498.00
Total	\$789,534.69

Funds to support this request are anticipated to be available in the following account in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

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

EXPLANATION

The requested action seeks approval of 4 of 5 agreements that represent \$789,534.69 of the \$1,069,534.69 total anticipated to be spent state-wide to provide Evidence Based Student Assistance Services that will reduce underage drinking among 12-18 year olds and reduce prescription drug abuse among persons 12-18 years old. The Department anticipates the remaining agreement will be presented to Governor and Executive Council in July.

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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 8, 2013
Page 2 of 3

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%.

Services offered through this contract will help students in communities with high rates of use. Evidence Based Student Assistant Programs impact knowledge, skills, and decreases overall use among students being served. These services include alcohol and other drug screenings, individual support sessions, group support sessions, and referrals to drug and alcohol treatment providers when indicated by the screening. All students and parents will receive targeted drug and alcohol education to improve understanding of risks associated with prescription drug and underage alcohol use as well as the developmental milestones and brain development of adolescences. This program will also incorporate community level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

The vendors were selected through a competitive bid process. A Request for Proposals was posted on the Department's web site on February 27, 2013 through April 12, 2013. In addition, a bidder's conference was held on March 14, 2013. A total of 5 proposals were received as a result of the RFP. Technical and Cost Proposals were reviewed by committee of seven professionals, selecting five for funding based on review criteria as stated in the RFP. Specific areas of expertise include: substance abuse prevention services, budgeting and finance, program delivery and development, and youth mental health services. The RFP Scoring Summary is attached.

Each agreement contains an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council.

Performance measures for each participating school include the following: The contractor shall maintain 1FTE Student Assistance Counselor per 1,000 students (this can be prorated for schools with smaller populations). The contractor shall utilize an evidenced based screening tool for a minimum of 4 student screenings each year. The Student Assistance Counselor shall host a minimum of 8 group support sessions during year one, 16 group support sessions during year two, and 16 individual support sessions each year. There shall be a minimum of 8 educational sessions held for students each year and a minimum of two parent education contacts each year. The contractor shall conduct a minimum of 3 environmental strategies each year to address the culture and overall wellbeing of the community at large. The contractor shall ensure that pre and post surveys are conducted in the participating schools at the beginning and end of each school year, and the schools (listed below) shall participate in the 2015 Youth Risk Behavior Survey.

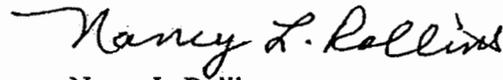
Area served: Middle School Students, High School Students and the communities served by:
Merrimack Valley High School
Merrimack Valley Middle School
Pittsfield Elementary School
Pittsfield Middle/High School.
Woodsville High School
Groveton High School
White Mountain Regional High School
Hampton Academy
Seabrook Middle School
Nute Middle/High School and Library.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 8, 2013
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.

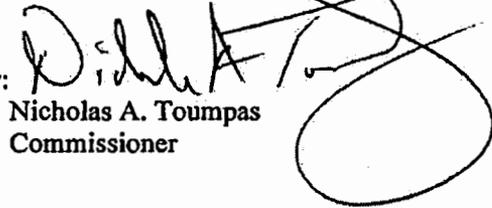
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

Financial Detail

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

Seacoast Youth Services, Inc. (Vendor # 203944-B001)

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500734	Contracts for Prog Svc		\$96,634.77
SFY 2014	102-500734	Contracts for Prog Svc		\$103,992.64
			Sub-Total	\$200,627.41

Milton School District (Vendor # 156682-B001)

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500734	Contracts for Prog Svc		\$98,861.20
SFY 2014	102-500734	Contracts for Prog Svc		\$98,861.20
			Sub-Total	\$197,722.40

North Country Health Consortium, Inc. (158557-B001)

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500734	Contracts for Prog Svc		\$143,040.68
SFY 2014	102-500734	Contracts for Prog Svc		\$140,646.20
			Sub-Total	\$283,686.88

Second Start, Inc. (177224-B002)

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500734	Contracts for Prog Svc		\$53,156.00
SFY 2014	102-500734	Contracts for Prog Svc		\$54,342.00
			Sub-Total	\$107,498.00

City of Portsmouth School District (177463-B006)

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500734	Contracts for Prog Svc		\$155,000.00
SFY 2014	102-500734	Contracts for Prog Svc		\$125,000.00
			Sub-Total	\$280,000.00
			Total	\$1,069,534.69

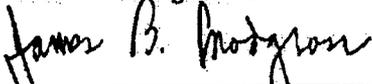
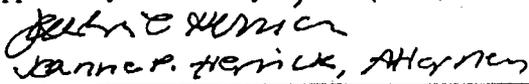
Subject: NH Strategic Prevention Framework Partnership for Success II

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 Bureau of Drug and Alcohol Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Second Start		1.4 Contractor Address 17 Knight Street Concord, NH 03301	
1.5 Contractor Phone Number 603-228-1341 x4216	1.6 Account Number 05-95-49-491510-2988	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$107,498
1.9 Contracting Officer for State Agency Jessica Blais, Chief of Prevention and Education Services		1.10 State Agency Telephone Number (603) 271-6112	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>6/3</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Dorothy Fournier			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory NANCY L. POLLENS Assoc. 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:  On: <u>7 Jun. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.


6/3/13

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials:
Date: 6/3/13

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

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

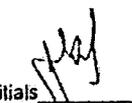
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6/13/13



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 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 Bureau of Drug and Alcohol Services (BDAS), 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 BDAS 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, which may be exacerbated during emergencies. 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 implementation of the regional plan(s) and / or programs;
 - 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 to the Contractor 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 seen in facilities activated by the network during emergencies, including vaccination/medication dispensing clinics, alternate care sites, and neighborhood emergency help centers.
- 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 DCBCS before printing, production, distribution, or use.
 - 3) The Contractor shall credit DHHS BDAS on all materials produced under this contract.


6/2/12



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

2. Minimum Standards of Core Services

A) Contractors Minimum Required Services and Performance Measures

1) Dedicated staff

The Contractor shall maintain dedicated student assistance staff that meets with the following standards:

i) There must be one full time equivalent staff person to every 1,000 students. This can be prorated for schools serving less than 1,000 students. If the school is under 1,000 students the staff person must be available a minimum of two days per week, and cannot serve more than two buildings or campuses. The student assistance counselor must be able to obtain Certified Prevention Specialist status within one year, and must be license eligible by the end of the second year of funding.

2) Individual Screening using and Evidence Based Screening Tool

i) The contractor shall ensure the GAIN- Q (Global Appraisal of Individual Needs – Quick) shall be utilized to screen all referred students. Other evidence based screening tools may be substituted with the permission of the contract manager.

3) Referral as indicated by screening

i) The contractor shall ensure students shall be referred to the appropriate community provider as indicated by the individual screening. The contractor shall work with the schools to maintain/develop a protocol for referrals to the appropriate provider by the end of year one.

4) Individual and group support sessions

- i) The contractor shall conduct Individual Support Sessions with the purpose of crisis intervention or to motivate students to participate in the Project Success groups.
- ii) The contractor shall conduct Group Support Sessions based on a Project Success social learning model, with the general purpose of the group support sessions being to help students identify and resist social and situational pressures to use substances, correct misperceptions about the prevalence and acceptability of substance use, focus on the personal consequences of use, teach and provide opportunities to practice resistance and coping skills, and identify barriers to using the skills or adopting healthy attitudes. There are ten different groups that make up the groups of the Project Success program: Newcomers Group, Senior Group, Alcohol and Other Drug Assessment Education Group, Sibling Group, Non-Users Group, Children Of Substance Abusing Parents (COSAP) Group, Parents, Peers, and Partying Group, Abuser Group, Abuser/COSAP Group, and Recovery Group. During the first session of these groups, confidentiality and boundaries are also addressed so it is clear to students what confidentiality guidelines are in place.
- iii) Both the Newcomers Group and the COSAP Group shall begin in year one of the grant, with recruitment and facilitation of the other eight groups beginning in year two.

5) Provide Parent Education

i) The contractor shall provide parent education about prescription drug use and underage drinking and binge drinking. Topics shall include developmental information (being a teen), information about how youth access substances, and how perception of parental disapproval impacts use. The contractor can enhance these services through the parent education services already being offered at the school and local level.

6) Provide student education during transitional years

i) The contractor shall provide prevention education services during transitional years (i.e. 6th and 9th grade). Education sessions must include topics including but not limited to: being and adolescent, alcohol, tobacco and other drug information, Family Dynamics and pressures, and skills for coping with stress and life pressure. The contractor can enhance these services through other education services already being offered at the school and local level.

7) School and community based environmental strategies.

i) The contractor shall conduct a minimum of three school/community centered environmental strategies each year of funding. The contractor may utilize existing groups and programs to enhance and meet this requirement.



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

- 8) Enhance services through media and marketing
 - i) The contractor shall enhance services through the utilization of marketing and media tools. This work shall be done in conjunction with the work being done at the state level through The Partnership for a Drug Free NH, the Regional Network System, and the local Drug Free Community Grantees. The contractor may utilize existing groups to enhance and meet this requirement.
 - 9) Conduct regular evaluation
 - i) The contractor shall conduct an annual pre and post all school survey at the beginning and end of each school year. The contractor shall work closely with the NH Bureau of Drug and Alcohol Services and NH Center for Excellence to use this data to drive continuous quality improvement.
 - ii) The contractor shall conduct an all school 2015 Youth Risk Behavior Survey. The contractor shall work with the NH Bureau of Drug and Alcohol Services and NH Center for Excellence to plan for a community level release of this data.
 - 10) Evaluate Current School Policy and move toward Best Practice School Policies.
 - i) The contractor shall conduct an assessment of the school policy by end of year one, move toward implementing best practice school policy according to the recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment by end of year two.
 - 11) Participate in the Student Assistance Learning Collaborative and other mandatory trainings.
 - i) The contractor shall attend required Learning Collaboratives and mandatory trainings.
- B) Data Reporting Requirements
- 1) The Contractor must have the ability to communicate and submit required reports via e-mail.
 - 2) The Contractor shall submit the following reports in formats approved and/or provided by the BDAS unit:
 - i) Contractors shall enter and complete monthly data reporting in New Hampshire Prevention Web Information Technology System (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) BDAS may withhold, in whole or in part, any payment for the ensuing period of the Agreement until the Contractor submits the above reports to BDAS's satisfaction, unless a waiver has been granted.
- C) Quarterly Site Visits
- 1) The Contractor shall allow a team authorized by BDAS to conduct quarterly site reviews that will include Student Assistance Counselor, the Contractor or designee, Evaluator, and BDAS. 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) Evidence Based Core Components
- 1) In support of the NH DHHS's, Bureau of Drug and Alcohol Services' 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:


6/3/13



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

- 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 BDAS 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 Bureau of Drug and Alcohol 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.



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

Exhibit B

Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B-1; 100% federal funds from the Substance Abuse and Mental Health Services Administration, Strategic Prevention Framework Partnership for Success II Grant (SAMHSA, SPF PFS II), CFDA #93.243.

Payment for said services shall be made as follows:

The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

Financial Manager
Division of Community Based Care Services
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

EXHIBIT B-1 Budget Form

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

Appendix C

Bidder/Program Name: Second Start

Budget Request for: Capital Region E SAP Expansion
(Name of RFP)

Budget Period: 7/1/2013 to 6/30/2014

Account	Direct	Indirect	Total	Match Funding	Agreements for Service	Total
1. Total Salary/Wages	\$ 35,728.00	\$ 4,832.00	\$ 40,560.00	\$ -	\$ -	\$ 40,560.00
2. Employee Benefits	\$ 3,688.00	\$ -	\$ 3,688.00	\$ -	\$ -	\$ 3,688.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 160.00	\$ -	\$ 160.00	\$ -	\$ -	\$ 160.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 90.00	\$ -	\$ 90.00	\$ -	\$ -	\$ 90.00
6. Travel	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ 900.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 170.00	\$ -	\$ 170.00	\$ -	\$ -	\$ 170.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing/Communications	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
11. Staff Education and Training	\$ 1,600.00	\$ -	\$ 1,600.00	\$ -	\$ -	\$ 1,600.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (YRBS @ \$1 X 2000 students):	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Agreements for Service SAU 46 & 51	\$ -	\$ -	\$ -	\$ -	\$ 50,340.00	\$ 50,340.00
TOTAL	\$ 48,324.00	\$ 4,832.00	\$ 53,156.00	\$ -	\$ 50,340.00	\$ 103,500.00

Indirect As A Percent of Direct

10%

NOTE: Minimum match funding per section 4.1 of RFP

* see attached expense narrative for allocations Attachment 1

**SAU 46,51 agreements for service for match amount are in Attachment 2 & 3


 Date 6/13

EXHIBIT B-1 Budget Form

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

Appendix E

Bidder/Program Name: Second Start

Budget Request for: Capital Region E SAP expansion
(Name of RFP)

Budget Period: 7/1/2014 to 6/30/2015

Line Item	Direct Budget	Indirect Budget	TOTAL	Match/Funding	AUGMENTATION Indirect Cost Goal
1. Total Salary/Wages	\$ 38,724.00	\$ 4,940.00	\$ 41,884.00	\$ -	*10%
2. Employee Benefits	\$ 3,782.00	\$ -	\$ 3,782.00	\$ -	
3. Consultants	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	
Educational	\$ 150.00	\$ -	\$ 150.00	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	
Office	\$ 90.00	\$ -	\$ 90.00	\$ -	
6. Travel	\$ 900.00	\$ -	\$ 900.00	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ 178.00	\$ -	\$ 178.00	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	
Software	\$ -	\$ -	\$ -	\$ -	
Marketing/Communications	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	
11. Staff Education and Training	\$ 1,600.00	\$ -	\$ 1,600.00	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	
13. Other (YRBS @ \$1 X 2000 students)	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	
	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
Agreements for Service SAU 46 & 51	\$ -	\$ -	\$ -	\$ 50,340.00	**
TOTAL	\$ 40,402.00	\$ 4,940.00	\$ 54,342.00	\$ 50,340.00	

Indirect As A Percent of Direct

10%

NOTE: Minimum match funding per section 4.1 of RFP

* see attached expense narrative for allocations Attachment 2

**School Districts can't commit two years out, no attachment

[Handwritten Signature]
3/2/13

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;

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

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

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

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

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

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

15. Prior Approval and Copyright Ownership:

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

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

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

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

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

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

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

6/2/12 [Signature]

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.

8/24/13

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials:
Date: 6/3/03

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (Indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

Contract Period: _____ through _____

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

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

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

James B. Snodgrass
(Contractor Representative Signature)

JAMES B. SNODGRASS
(Authorized Contractor Representative Name & Title)

SECOND START
JAMES B. SNODGRASS
(Contractor Name)

JUNE 3, 2013
(Date)

Contractor Initials: JS
Date: 6/3/13

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules Implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Contractor Initials: 
Date: 6/3/13

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

James B. Stodgrass
(Contractor Representative Signature)

JAMES B. STODGRASS EXECUTIVE DIRECTOR
(Authorized Contractor Representative Name & Title)

SECOND START
(Contractor Name)

June 3, 2013
(Date)

Contractor Initials: JS
Date: 6/3/13

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.

James B. Snodgrass
 (Contractor Representative Signature)

JAMES B. SNOGRASS EXECUTIVE DIRECTOR
 (Authorized Contractor Representative Name & Title)

SECOND START
 (Contractor Name)

JUNE 3, 2013
 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

James B. Snodgrass
(Contractor Representative Signature)

JAMES B. SNODGRASS
(Authorized Contractor Representative Name & Title)

SECOND START
(Contractor Name)

JUNE 3, 2013
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

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

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

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

Contractor Initials: YHJ
Date: 6/3/13

(5) **Termination for Cause**

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

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

Contractor Initials: 
Date: 6/3/13

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

Dept. of Health + Human Services SECOND START
The State Agency Name Name of the Contractor

Nancy L. Rollins James Snodgrass
Signature of Authorized Representative Signature of Authorized Representative

NANCY L. ROLLINS JAMES SNODGRASS
Name of Authorized Representative Name of Authorized Representative

Associate Commissioner EXECUTIVE DIRECTOR
Title of Authorized Representative Title of Authorized Representative

10 June 2013 June 3, 2013
Date Date

Contractor Initials: [Signature]
Date: 6/3/13

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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

James B. Hodggrass
(Contractor Representative Signature)

JAMES B. HODGRASS EXECUTIVE DIRECTOR
(Authorized Contractor Representative Name & Title)

SECOND START
(Contractor Name)

June 3, 2013
(Date)

Contractor initials: [Signature]
Date: 6/3/13
Page # 1 of Page # 2

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is:

17037-27-91

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

NO

YES

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

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

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

NO

YES

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

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

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

Name: _____

Amount: _____

Contractor initials: YB

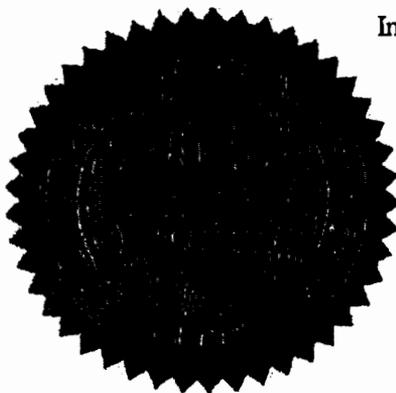
Date: 6/13/13

Page # 2 of Page # 2

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SECOND START is a New Hampshire nonprofit corporation formed September 3, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/4/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		CONTACT NAME: Pat Mack PHONE (A/C, No. Ext): (603) 293-2791 FAX (A/C, No.): (603) 293-7188 E-MAIL ADDRESS: pat@esinsurance.com	
INSURED Second Start 17 Knight Street Concord NH 03301		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B: NH Employers Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2012-2013 ALL Lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK796809	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X					MED EXP (Any one person) \$ 10,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMPOP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY			PHPK950638	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000
A	UMBRELLA LIAB			PHUB403730	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ECC4000331012013	1/1/2013	1/1/2014	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is an additional insured per endorsement on policy

CERTIFICATE HOLDER State of NH Bureau of Drug & Alcohol Services Prevention Services Unit 105 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pat Mack/PAT <i>Pat Mack</i>
---	---

CERTIFICATE

(Corporation with Seal)

I, Linda Vincent certify that: (1) I am the duly elected and acting Secretary of Second Start, a New Hampshire corporation; (2) I maintain and have custody of and am familiar with the seal and minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates; (4) the following are true, accurate and complete copies of the resolutions voted on by the Board of Directors June 3, 2013 acting in accordance with the Bylaws of the Corporation and with New Hampshire law:

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services and that the President, Vice President, Treasurer, and the Executive Director, or any of them acting singly, be and hereby are authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as any of them may deem necessary, desirable or appropriate to accomplish same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The foregoing resolutions have not been revoked, annulled or amended in any manner

whatsoever, and remain in full force and effect as of the date hereof; and the following persons have been duly elected and now occupy the offices indicated below.

<u>Frank Lemay</u>	President
<u>Deb Shea</u>	Vice President
<u>Linda Vincent</u>	Secretary
<u>Matt Nadeau</u>	Treasurer
<u>James Snodgrass</u>	Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 3rd day of June, 2013.


Secretary

(Seal)

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
 Division for Children, Youth and Families

Agency Name: Second Start

Name of Bureau/Section: Bureau of Drug and Alcohol Services

BUDGET POSITION	ANNUAL SALARY	PERCENTAGE OF SALARY PAID BY CONTRACT	TOTAL SALARY PAID BY CONTRACT
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	
James Snodgrass Executive Director	\$101,504	0.00%	\$0.00
Ted Lambrukos Director of Adolescent Services	\$66,664	0.00%	\$0.00
Kim Haley SAP Supervisor	\$53,560	5.00%	\$2,678.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$2,678.00

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

Second Start Board of Directors

Updated January 2013

Frank Lemay	President Milestone Engineering & Construction, Inc. 1 Horseshoe Pond Lane PO Box 2279 Concord, NH 03302	President Member since 2005
Deb Shea	Business Owner/Management Training Educator by Profession The Barley House Restaurant & Tavern 132 North Main Street Concord, NH 03301	Vice President Member since 2009
Linda Vincent	School Counselor Bow Memorial School 20 Bow Center Road Bow, NH 03304	Secretary Member since 2007
Matt Nadeau	Associate Accountant Nathan Wechsler & Company 70 Commercial Street, Suite 401 Concord, NH 03301-5031	Treasurer Member since 2012
Philip B. Emma	Executive Vice President, COO and CFO Merrimack County Savings Bank 89 North Main Street PO Box 2826 Concord, NH 03302-2826	Member since 2008
John Malmberg	Attorney Orr & Reno, PA PO Box 3550 Concord, NH 03302-3550	Member since 2002
Tom Bazos	Vice Rector for Students St. Paul's School 325 Pleasant Street Concord, NH 03301	Member since 2003

JAMES B. SNODGRASS

EMPLOYMENT

05/75 to Present Executive Director
Second Start, Concord, NH

09/74 to 05/75 Resident Counselor
Franklin Pierce College,
Rindge, NH

01/72 to 06/73 Teacher
Services for Education and
Rehabilitation in Addiction
1065 University Avenue
Bronx, NY

EDUCATION

1973 to 1974 Antioch Graduate School, 1 Elm Street, Keene,
NH, M. Ed. Administration

Assistant to Director of Admissions and Work
Study Coordinator

1967 to 1971 Miami University, Oxford, Ohio
B.S. in Education, Major in Political Science

CERTIFICATION

Social Studies Teacher, Grades 7-12, State of New Hampshire

Administration and Supervision, State of New Hampshire

REFERENCES

Available on Request

Ted Lambrukos, LICSW

EMPLOYMENT

2007 to present	<u>Program Director</u> Alternative High School Second Start, Concord, NH
2005- 2007	<u>Senior Psychiatric Social Worker</u> New Hampshire Hospital Concord, NH
2001-2005	<u>Director of Guidance and Counseling Services</u> Hillsboro-Deering SAU #34 Hillsboro, NH
1994-2001	<u>School Social Worker/ Counselor</u> Dearborn Academy Arlington, MA

EDUCATION

1990	Boston University School of Social Work, Boston, MA M.Ed. in Social Work
1985	Plymouth State College, Plymouth, NH B.S. in Psychology

REFERENCES

Available on Request

Kimberly B. Haley, MSW, LADAC

EMPLOYMENT

08/06 to Present	<u>Student Assistance Program Coordinator</u> Second Start, Concord NH
08/88 to 08/06	<u>Student Assistance Program Counselor</u> Second Start, Concord, NH
09/97-1998	<u>MSW Intern</u> NH Catholic Charities, Laconia, NH
09/86-10/87	<u>Youth Counselor at Anna Philbrook Ctr.</u> NH Department of Health & Human Services, Division for Children, Youth & Families, Concord, NH
Expires 09/13 Expires 12/14	<u>Certifications</u> Certified Prevention Specialist New Hampshire Master Licensed Alcohol and Drug Abuse Counselor (MLADAC)

EDUCATION

1986	Bachelor of Science Degree in Home Economics, Keene State College, Keene, NH
1999	University of New Hampshire, Durham, NH Masters in Social Work

REFERENCES

Available on Request