

18 #3



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

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
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Kathleen A. Dunn
Associate Commissioner

June 9, 2015

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

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into **sole source** amendments with seven (7) vendors, for the continued provision of Student Assistance Programing to address underage drinking and prescription drug misuse and abuse among individuals age twelve (12) to eighteen (18) years old, by increasing the price limitation by \$686,916.00 from \$1,469,534.69 to an amount not to exceed \$2,156,450.69, and by extending the completion date from June 30, 2015 through September 30, 2016, effective July 1, 2015, or the date of Governor and Executive Council approval, whichever is later. 100% Federal funds.

Three of these Agreements were originally approved by the Governor and Executive Council on December 3, 2014, Item #23, three on June 19, 2013, Item #135A, and one on August 14, 2013, Item #43. Three were amended and approved by the Governor and Executive Council on June 8, 2014, Item #102 and Item #103. Also, single amendments were approved by the Attorney General on August 13, 2014, March 27, 2015, and April 6, 2015.

Vendor	Location	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SAU #9 – Conway School District	North Conway	100,000.00	100,000.00	200,000.00
SAU #43 – Newport School District	Newport	60,000.00	60,000.00	120,000.00
Sanborn Regional School District	Kingston	100,000.00	100,000.00	200,000.00
North Country Health Consortium	Littleton	99,840.00	0.00	99,840.00
Second Start	Concord	40,160.00	0.00	40,160.00
North Country Health Consortium	Littleton	283,686.88	132,414.00	416,100.88
Second Start	Concord	107,498.00	94,502.00	202,000.00
Seacoast Youth Services, Inc.	Seabrook	200,627.41	100,000.00	300,627.41
Milton School District	Milton	197,722.40	0.00	197,722.40
City of Portsmouth School District	Portsmouth	280,000.00	100,000.00	380,000.00
	Grand Total	\$1,469,534.69	\$686,916.00	\$2,156,450.69

Funds in the following account are anticipated to be available in State Fiscal Year 2016 and SFY 2017, upon the availability and continued appropriation of funds in future operating budgets with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years if needed and justified, without Governor and Executive Council approval.

Please Attached Financial Details

EXPLANATION

These Amendments are **sole source** because 1) there is no renewal language in the four Agreements with, North Country Health Consortium, the City of Portsmouth School District, Second Start, and Seacoast Youth Services; and 2) there is an additional three months extension beyond the one (1) year extension language authorized in the three Agreements with, Conway School District, Newport School District, and Sanborn Regional School District. These fifteen month extensions to the Agreements will allow the Department to continue these services through September 30, 2016 to complete the Student Assistance Programming project.

The chart above reflects ten (10) original Agreements. Two of the vendors, North Country Health Consortium and Second Start, had two contracts each for these services. In the interest of consolidation and reduction of the administrative burden for those two vendors, this Amendment combines those two contracts into one. A final request for Milton School District will be presented at an upcoming Governor and Executive Council meeting.

The purpose of these agreements are to address underage drinking and prescription drug misuse and abuse in high need populations through the administration of a Student Assistant Program. The Student Assistance Program leverages the State's existing prevention system, resources and capacities to effect change in priority substance abuse areas among high need populations in the communities where those populations reside.

Approval of these Amendments will allow the Department to complete the Student Assistance Program within the Contractors' school areas. The Contractors will complete a strategic plan to continue the program after the Agreements end. The Contractor will continue to conduct alcohol and other drug screenings, individual support sessions, group support sessions, and referrals to drug and alcohol treatment providers when indicated by the screening. The Contractor will provide to students and parents 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. The Contractor will also incorporate community level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

Student Assistance Programs work collaboratively with the Department and the NH Center for Excellence to collect data used for continuous quality improvement. Through the Student Assistance Program, the vendors will conduct an all school Youth Risk Behavior survey and work with the Department and the NH Center for Excellence to release survey results on a community level. The Student Assistance Program leverages the State's existing prevention system, resources and capacities to effect change in priority substance abuse areas among high need populations in the communities where those populations reside.

These vendors were selected through a competitive bid process.

Should the Governor and Executive Council decide not to approve this request, an undetermined number of students, statewide, who have drug and alcohol abuse issues will not receive the support and education during critical transitional school years. Lack of these support services

could result in higher prevalence rates of underage drinking and drug use as well as the misuse and abuse of prescription medication.

Over the past two years, the vendors have consistently and successfully met the contract deliverables on a timely basis, as determined by quarterly site visits by program staff. The following performance measures will be used to measure the effectiveness of the agreements for each participating school as follows:

- o Maintain 1 FTE Student Assistance Counselor per 1,000 students (prorated for schools with smaller populations).
- o Utilize an evidenced based screening tool for a minimum of 4 screenings within the 15 month period.
- o Ensure that the Student Assistance Counselor shall host a minimum of 4 group sessions during the 15 month period.
- o Ensure that a minimum of 6 prevention education sessions are held for students in the designated grade and a minimum of three parent education sessions per the 15 month period.
- o Conduct a minimum of 3 environmental strategies in the 15 month period to raise awareness of alcohol, tobacco, and other drug awareness and change school climate regarding those issues, and
- o Ensure that pre and post surveys are conducted at the beginning and end of the school year and shall participate in the 2017 Youth Risk Behavior Survey.

Area to be served: Schools and communities in the following cities and towns: Conway, Newport, Kingston, Berlin, Lisbon, Gorham, Jefferson, Lancaster, Whitefield, Groveton, and Woodsville, Boscawen, Loudon, Penacook, Salisbury, Webster, Pittsfield, Hampton, and Seabrook.

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

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

Respectfully submitted,



Kathleen A. Dunn, MPH
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

STUDENT ASSISTANCE PROGRAM SERVICES

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

100% Federal Funds - FAIN# SP019425 - CFDA# 93.243

SAU #9 - Conway School District				Vender# 159846-B001	Contract #	1041173
State Fiscal Year	Class / Account	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Svcs	49153338	-	-	-
2015	102/500731	Contracts for Program Svcs	49153338	100,000.00	-	100,000.00
2016	102/500731	Contracts for Program Svcs	49153338	-	80,000.00	80,000.00
2017	102/500731	Contracts for Program Svcs	49153338	-	20,000.00	20,000.00
Sub total				\$100,000.00	\$100,000.00	\$200,000.00

SAU #43 - Newport School District				Vender# 159924-B001	Contract #	1041174
State Fiscal Year	Class / Account	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Svcs	49153338	-	-	-
2015	102/500731	Contracts for Program Svcs	49153338	60,000.00	-	60,000.00
2016	102/500731	Contracts for Program Svcs	49153338	-	48,000.00	48,000.00
2017	102/500731	Contracts for Program Svcs	49153338	-	12,000.00	12,000.00
Sub total				\$60,000.00	\$60,000.00	\$120,000.00

Sanborn Regional School District				Vender# 154453-B001	Contract #	1041177
State Fiscal Year	Class / Account	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Svcs	49153338	-	-	-
2015	102/500731	Contracts for Program Svcs	49153338	100,000.00	-	100,000.00
2016	102/500731	Contracts for Program Svcs	49153338	-	80,000.00	80,000.00
2017	102/500731	Contracts for Program Svcs	49153338	-	20,000.00	20,000.00
Sub total				\$100,000.00	\$100,000.00	\$200,000.00

North Country Health Consortium				Vender# 158557-B001	Contract #	1041176
State Fiscal Year	Class / Account	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Svcs	49153338	-	-	-
2015	102/500734	Contracts for Program Svcs	49153338	99,840.00	-	99,840.00
2016	102/500734	Contracts for Program Svcs	49153338	-	-	-
2017	102/500734	Contracts for Program Svcs	49153338	-	-	-
Sub total				\$99,840.00	\$0.00	\$99,840.00

Second Start				Vender# 177224-B002	Contract #	1041175
State Fiscal Year	Class / Account	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Svcs	49153338	-	-	-
2015	102/500734	Contracts for Program Svcs	49153338	40,160.00	-	40,160.00
2016	102/500734	Contracts for Program Svcs	49153338	-	-	-
2017	102/500734	Contracts for Program Svcs	49153338	-	-	-
Sub total				\$40,160.00	\$0.00	\$40,160.00

North Country Health Consortium				Vender# 158557-B001	Contract #	1032057
State Fiscal Year	Class / Account	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Svcs	49153338	143,040.68	-	143,040.68
2015	102/500734	Contracts for Program Svcs	49153338	140,646.20	-	140,646.20
2016	102/500734	Contracts for Program Svcs	49153338	-	105,930.00	105,930.00
2017	102/500734	Contracts for Program Svcs	49153338	-	26,484.00	26,484.00
Sub total				\$283,686.88	\$132,414.00	\$416,100.88

STUDENT ASSISTANCE PROGRAM SERVICES

FINANCIAL DETAIL

Second Start		Vender# 177224-B002		Contract # 1032058		
State Fiscal Year	Class / Account	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Svcs	49153338	53,156.00	-	53,156.00
2015	102/500734	Contracts for Program Svcs	49153338	54,342.00	-	54,342.00
2016	102/500734	Contracts for Program Svcs	49153338	-	75,602.00	75,602.00
2017	102/500734	Contracts for Program Svcs	49153338	-	18,900.00	18,900.00
Sub total				\$107,498.00	\$94,502.00	\$202,000.00

Seacoast Youth Services, Inc		Vender# 203944-B001		Contract # 1032055		
State Fiscal Year	Class / Account	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Svcs	49153338	83,027.27	-	83,027.27
2015	102/500734	Contracts for Program Svcs	49153338	117,600.14	-	117,600.14
2016	102/500734	Contracts for Program Svcs	49153338	-	80,000.00	80,000.00
2017	102/500734	Contracts for Program Svcs	49153338	-	20,000.00	20,000.00
Sub total				\$200,627.41	\$100,000.00	\$300,627.41

Milton School District		Vender#156682-B001		Contract # 1032056		
State Fiscal Year	Class / Account	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Svcs	49153338	64,254.24	-	64,254.24
2015	102/500734	Contracts for Program Svcs	49153338	133,468.16	-	133,468.16
2016	102/500734	Contracts for Program Svcs	49153338	-	-	-
2017	102/500734	Contracts for Program Svcs	49153338	-	-	-
Sub total				\$197,722.40	\$0.00	\$197,722.40

City of Portsmouth School District		Vender# 177463-B006		Contract # 1032541		
State Fiscal Year	Class / Account	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Svcs	49153338	155,000.00	-	155,000.00
2015	102/500734	Contracts for Program Svcs	49153338	125,000.00	-	125,000.00
2016	102/500734	Contracts for Program Svcs	49153338	-	80,000.00	80,000.00
2017	102/500734	Contracts for Program Svcs	49153338	-	20,000.00	20,000.00
Sub total				\$280,000.00	\$100,000.00	\$380,000.00
Grand Total				\$1,469,534.69	\$686,916.00	\$2,156,450.69



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Student Assistant Program Services Contract

This first Amendment to the Student Assistant Program contract (hereinafter referred to as "Amendment #1") dated May 21, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and School Administrative Unit #9 - Conway, (hereinafter referred to as "the Contractor"), with a place of business at 176A Main Street, Conway, NH 03818.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 3, 2014, (Item # 23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Department and the Contractor agree to extend the program by fifteen (15) months and increase the price limitation; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: September 30, 2016.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$200,000.
3. Amend Exhibit A Scope of Services to delete Sub section 2.14 and replace with:
 - 2.14. 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 the 2015 Youth Risk Behavior Survey data.

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

New Hampshire Department of Health and Human Services
School Administrative Unit #9 - Conway



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

State of New Hampshire
Department of Health and Human Services

6/2/15
Date

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

School Administrative Unit #9 - Conway

6-1-15
Date

Carl J. Nelson
NAME
TITLE CARL J. NELSON
Supt. of Schools

Acknowledgement:

State of New Hampshire County of Cannoll on June 1, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Sharon Webster Quint Notary Public
Signature of Notary Public or Justice of the Peace

Sharon Webster Quint Notary Public
Name and Title of Notary or Justice of the Peace

SHARON WEBSTER QUINT
Notary Public - New Hampshire
My Commission Expires: ~~My Commission Expires August 11, 2015~~

Contractor Initials: [Signature]
Date: 6-1-15

New Hampshire Department of Health and Human Services
School Administrative Unit #9 - Conway



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

OFFICE OF THE ATTORNEY GENERAL

6/10/15
Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

CERTIFICATE OF VOTE

1. Janine McLauchlan, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Conway School District - SAU #9.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 09/22/14 :
(Date)

RESOLVED: That the Assistant Superintendent and Superintendent
(Title of Contract Signatory) (Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 1st day of June, 2015
(Date Contract Signed)

4. Kevin Richard is the duly elected Assistant Superintendent
(Name of Contract Signatory) (Title of Contract Signatory)

Dr. Carl J. Nelson is the duly elected Superintendent
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Janine McLauchlan
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 1st day of June, 2015.

By Janine McLauchlan
(Name of Elected Officer of the Agency)

Sharon Webster Quint
(Notary Public/Justice of the Peace)

SHARON WEBSTER QUINT
Notary Public - New Hampshire
(NOTARY SEAL) My Commission Expires August 11, 2015
Commission Expires: _____



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Conway School District 176A Main Street Conway, NH 03818	Member Number: 911	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
General Liability (Occurrence Form)	Effective Date (MM/DD/YYYY)	Expiration Date (MM/DD/YYYY)
<input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence		
		Limit - NH Statutory Limit - May Apply (No)
		Each Occurrence \$
		General Aggregate \$
		Fire Damage (Any one fire) \$
		Med Exp (Any one person) \$
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto		
		Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2014 7/1/2015	7/1/2015 7/1/2016
		<input checked="" type="checkbox"/> Statutory
		Each Accident \$2,000,000
		Disease - Each Employee \$2,000,000
		Disease - Policy Limit \$
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)		
		Blanket Limit, Replacement Cost (unless otherwise stated)
Description: Proof of Primex Member coverage only.		

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: Tammy Denver
Department of Health and Human Services 129 Pleasant Street Concord NH 03301			Date: 6/11/2015 tdenver@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Coverage Agreement(s) (also known as the Member Agreement(s)) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend, or alter the coverage afforded by the Member Agreement(s) except to the extent provided in the Additional Covered Party box or Loss Payee box below, if checked.

THIS IS TO CERTIFY THAT THE ENTITY NAMED BELOW HAS BEEN ISSUED THE MEMBER AGREEMENT(S) FOR THE AGREEMENT TERM(S) 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 COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS, AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Member: SAU #09 - Conway Member Number: 332-070105 - 15		Company Affording Coverage (the "Company"): Property-Liability Trust, Inc. PO Box 2008, Concord, NH 03302-2008	
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2014	6/30/2015	Each Occurrence \$ 5,000,000
			General Aggregate \$
			Personal & Adv Injury \$
			Med Exp (each occurrence) (Member Agreement, Section IV) \$10,000
			Products - Comp/Op Agg \$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2014	6/30/2015	Each Occurrence \$ 5,000,000
			Bodily Injury (per person) \$
			Bodily Injury (per accident) \$
			Property Damage (per accident) \$
			Excess Liability
			Aggregate \$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000.	7/1/2014	6/30/2015	\$Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)			Coverage A: Statutory
			Cov. B: Each Accident \$ 2,000,000
			Disease - Each Employee \$ 2,000,000
			Disease - Policy Limit \$ 2,000,000
Description: Proof of Coverage			

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the Member and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees, or agents. Available limits of coverage are shared between the Member and the Additional Covered Party.*	
*Terms in quotes are defined in the Member Agreement.	
Certificate Holder: State of New Hampshire Dept. of Health & Human Services 129 Pleasant Street Concord NH 03301	Company By: <u>Wendy W. Parker</u> Authorized Representative Date Issued: <u>6/11/2015</u>
Please direct inquiries to: Kim Brewster 603.230.3359	

Conway School Board Members

Janine McLauchlan, Chairperson

Joe Lentini, Vice-chair

Cynthia (Syndi) White, Committee Member

John Skelton, Committee Member

Mark Hounsell, Committee Member

Michelle Capozzoli, Committee Member

Randy Davison, Committee Member

Marcelo Augusto Maiorano

403 Eagles Way, North Conway, NH 03860 | m_maiorano@sau9.org | 603.447.6364

SUMMARY

- Effective communicator and team member. Successful leader and collaborator. Compassionate and attentive to detail. Experienced in resolving conflict. Multilingual. Husband and father.

EDUCATION

Loyola University Chicago Chicago, IL
Bachelor of Arts May 2009

- Major: International Studies (Major GPA: 3.395), minor: Italian language,
- Loyola University Chicago Damen Merit Scholarship recipient
- Study abroad in Rome, Italy - August 2005 to May 2006

Harvard Extension School: Mind, Brain, Health and Education Course (4 graduate credits) Spring 2013

WORK EXPERIENCE

Wayside Youth & Family Support Network Framingham, MA
Youth & Family Support Worker August 2011 – July 2013

- Provided community-based mental health services to children and families referred by the Department of Mental Health (DMH) and Department of Children and Families (DCF)
- Worked one-on-one with elementary, middle school, and high school-aged youth to address mental health symptoms, develop healthy coping skills, and to facilitate community engagement.
- Created treatment plans to support progress toward mental health goals.

Choices Program staff March 2013 – June 2013

- Collaborated with program director to facilitate inclusion after-school program at Watertown Boys & Girls Club on a weekly basis.
- Supervised children, provided tutoring, participated in games when invited by children, and supported processing and defusing of challenging situations related to mental health symptoms.

AWARE, Inc. (Aiding Women in Abuse and Rape Emergencies) Juneau, AK
Community and Prevention Advocate August 2009 – August 2010

- Facilitated Juneau Batterer Accountability Program: a state certified batterer intervention program
 - Taught weekly community and prison classes with 30 enrolled participants
 - Managed administrative duties, including correspondence and participant file maintenance; independently conducted intake assessment interviews and program orientations with new participants; attended and provided testimony at compliance hearings
- Implemented new violence prevention programs
 - Collaborated to develop *Coaching Boys into Men* mentoring program, through outreach to prospective participating coaches and coordination of meetings
 - Facilitated high school course on healthy living, instructing and supporting 15 students
- Provided support through advocacy at AWARE, a women's and children's domestic violence shelter

Juneau Economic Development Council (JEDC) Juneau, AK
Program Assistant March 2011 – April 2011

- Supported development efforts for Science, Technology, Mathematics, Engineering (STEM) education programming, composing letters and documents directed toward local and national corporations and foundations

Jackson Grammar School Jackson, NH
Substitute teacher (as needed) January 2013 – present

- Implement lesson plans and engage with students (grades 2 through 6) in a variety of subjects

Jackson Fire Department Jackson, NH
Firefighter I, volunteer November 2013 – present

- Work under supervision of department officers as part of a team on fire-grounds, at motor vehicle accident scenes, as well as at trainings. Attend twice-monthly meetings and community events.
- Certified Fire Fighter I (matriculated in June 2014); certified NH State Wildland Firefighter

Loyola University Chicago (LUC)

Chicago, IL

Halas Sports Center *Building manager*

May 2007 – May 2009

- Monitored all building activities, maintaining a safe environment for patrons and employees
- Problem-solved and made sales to meet the needs of patrons and customers
- Supervised student-employees and provided constructive support to university professional staff

VOLUNTEER EXPERIENCE**Jackson Grammar School**

Jackson, NH

K-2 Soccer Coach

2013 & 2014 fall seasons

- Led weekly practices for kindergarten, first, and second graders interested in learning skills and having fun playing soccer

Eastern Slope Ski Club (ESSC) volunteer

2014 & current winter season

- Co-led group of first graders in weekly downhill ski appreciation and skill-development program
- Assisted with Jackson Grammar School ESSC Nordic skiing group

Jesuit Volunteer Corps Northwest (JVC NW)

Juneau, AK

Jesuit Volunteer (JV) in Juneau Community

August 2009 – August 2010

- Lived in community of volunteers working in full-time service placements
- Worked for social justice through full time service job and additional community service :
 - Zach Gordon Youth Center: provided tutoring and mentorship to youth
 - ORCA (Outdoor Recreation Community Access: a ski program dedicated to enabling people with disabilities to ski). Provided support to disabled skiers.
 - Volunteering with AWARE's Children's Program
- Sought spiritual development through relationship with JV community and larger spiritual community
- Pursued opportunities to engage with community: Southeast Road Runners, Capital City Soccer League, volunteering at KTOO-FM Juneau Public Radio

SPECIAL SKILLS

- English-native, Italian-advanced, Portuguese-intermediate, Spanish-intermediate
- Computer-savvy, confident writer, and competent public speaker

Sean Patrick O'Brien

409 Eagles Way, North Conway, NH 03860
603.356.4309

~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

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

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: SAU 9 - CONWAY SCHOOL DISTRICT

Name of Program: Student Assistance Program

BUDGET PERIOD		SFY 16		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Marcelo Maiorano	Student Assistance Counselor	\$65,000	100.00%	\$65,000.00
Sean O'Brien	Student Assistance Counselor	\$14,000	100.00%	\$14,000.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$79,000.00

BUDGET PERIOD		SFY 17 (3 months: Jul-Sep 2016)		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Marcelo Maiorano	Student Assistance Counselor	\$20,000	100.00%	\$20,000.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$20,000.00

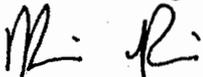
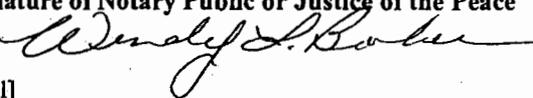
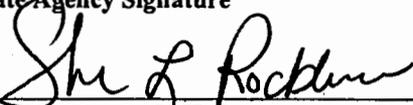
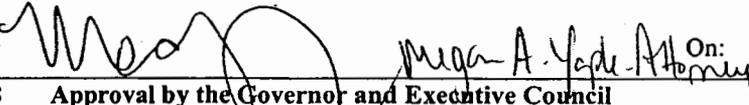
Subject: Student Assistance Program

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 & Human Services Division of Community Based Care Services		1.2 State Agency Address 129 Pleasant St. Concord, NH 03301	
1.3 Contractor Name Scool Administrative Unit #9 - Conway		1.4 Contractor Address 176A Main Street Conway NH 03818	
1.5 Contractor Phone Number (603) 447-8368	1.6 Account Number 05-095-049-491510-29880000	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$100,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory KEVIN RICHARD ASSISTANT SUPERINTENDENT SAU 9	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>CARROLL</u> On <u>9/22/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		WENDY LEES BROKER, Notary Public My Commission Expires September 22, 2015	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri L. Rockburn, CFO	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. Yade, Attorney On: <u>10/29/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

New Hampshire Department of Health and Human Services
Student Assistance Program - SAP
Exhibit A



Scope of Services

1. Provisions Applicable to All Services

- 1.1 The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services.
- 1.2 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3 The Contractor shall implement a Student Assistance Program (SAP) that will leverage the State's existing prevention system; its resources; and its capacities in order to effect change in priority substance abuse areas among high need populations in the communities where those populations reside in order to reduce:
 - 1.3.1 Underage drinking among persons aged 12 to 20.
 - 1.3.2 Prescription drug misuse and abuse amount persons aged 12 to 25.

2. Services to Be Provided

- 2.1 The Contractor shall maintain a dedicated student assistance staff that meets the following standards:
 - 2.1.1 One full time equivalent staff person available five (5) days per week.
 - 2.1.2 Obtain Certified Prevention Specialist status within one (1) year of the contract approval date.
- 2.2 The Contractor shall screen individuals, as needed, using evidence based screening tool.
- 2.3 The Contractor shall make referrals to community providers, as appropriate.
- 2.4 The Contractor shall conduct individual support sessions, as needed, for the purpose of:
 - 2.4.1 Crisis intervention.
 - 2.4.2 Motivating students to participate in groups modeled after Project Success.
- 2.5 The Contractor shall conduct individual sessions, as needed, to assist students with:
 - 2.5.1 Identifying and resisting social and situational pressures to use substances.



Exhibit A

- 2.5.2 Correcting misperceptions about the prevalence and acceptability of substance use.
- 2.5.3 Focusing on the personal consequences of substance use.
- 2.5.4 Resistance and coping skills.
- 2.5.5 Identifying barriers to:
 - 2.5.5.1 Using the newly developed skills.
 - 2.5.5.2 Adopting healthy attitudes.
- 2.6 The Contractor shall conduct the Newcomers Group and the Children of Substance Abusing Parents Group within the first year of the contract approval date.
- 2.7 The Contractor shall provide Parent Education on prescription drug use, underage drinking and binge drinking.
- 2.8 The Contractor shall build upon parent education services currently offered at the school and local level.
- 2.9 The Contractor shall provide student education using evidence based curriculum, such as Project Alert, during sixth and ninth grade transitional years. The Contractor shall ensure curriculum includes, but is not limited to:
 - 2.9.1 Adolescent alcohol, tobacco and other drug information.
 - 2.9.2 Family Dynamics and pressures.
 - 2.9.3 Skills for coping with stress and life pressure.
- 2.10 The Contractor shall conduct a minimum of three (3) school/community centered environmental strategies, which can include utilizing existing groups and programs, as appropriate, that:
 - 2.10.1 Have a broad reach within the school and community.
 - 2.10.2 Focus on alcohol and other drug prevention messaging.
- 2.11 The Contractor shall enhance services through media and marketing tools with organizations identified by the Department.
- 2.12 The Contractor shall conduct pre and post all-school surveys at the beginning and end of each school year.
- 2.13 The Contractor shall work closely with the NH Bureau of Drug and Alcohol Services and the NH Center for Excellence in order to collect data used for continuous quality improvement.
- 2.14 The Contractor shall conduct an all-school 2015 Youth Risk Behavior Survey and work with the NH Bureau of Drug and Alcohol Services and the NH Center for Excellence to release data at the community level.
- 2.15 The Contractor shall conduct an all-school survey developed by the NH Center for Excellence in State Fiscal Year 2016.

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



Exhibit A

-
- 2.16 The Contractor shall evaluate current school policies by June 30, 2015.
- 2.17 The Contractor shall implement best practice school policy according to the recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment in the subsequent year which can be found on <http://www.dhhs.nh.gov/dcbcs/bdas/documents/modelschoolpolicy.pdf>.
- 2.18 The Contractor shall participate in the Student Assistance Learning Collaborative and other mandatory trainings, as identified by the Department.
- 2.19 The Contractor shall enter data in an online database on a monthly and quarterly basis.
- 2.20 The Contractor shall provide additional reports or data, as requested by the Department.
- 2.21 The Contractor shall meet with a team authorized by the Department on a quarterly basis, or as needed.
- 2.22 The Contractor shall provide a sustainability plan:
- 2.22.1 That aligns with the region's Regional Health Network Strategic Plan for the continuation of the Student Assistance Program.
 - 2.22.2 For review and approval to the Department no later than 90 days prior to the contract end date.
- 2.23 The Contractor shall work with the NH Center for Excellence, as needed; to ensure evidence based interventions or core elements of evidence based interventions (as approved by the Center for Excellence) are being implemented with fidelity.



Method and Conditions Precedent to Payment

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.243, Federal Agency Department of Health and Human Services, Substance Abuse and Mental Health Services Administration in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor \$48.00 per hour in an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for services shall be on a cost reimbursement basis for actual hours worked only.
4. The Contractor shall be available to provide services identified in Exhibit A, Scope of Services, as needed.
5. Payment for services shall be processed as follows:
 - 5.1 The Contractor shall submit monthly invoices for reimbursement of actual hours worked during the month, for a total of twelve (12) invoices per year. 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.
 - 5.2 Invoices described in Exhibit B, Method and Condition Precedent to Payment, Section 4.1 and reports identified in Exhibit A, Scope of Services must be submitted to:

Attn: Financial Manager
NH Department of Health and Human Services
Bureau of Drug and Alcohol Services
129 Pleasant St.
Concord, NH 03301-3857
6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

MR

9/17/19



SPECIAL PROVISIONS

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

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



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

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

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

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9/17/14



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

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

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

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

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

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

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

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9/17/14



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

MR.
9/17/14



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Agreement for one additional year, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Student Assistant Program Services Contract

This first Amendment to the Student Assistant Program contract (hereinafter referred to as "Amendment #1") dated May 21, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and School Administrative Unit #43 – Newport, (hereinafter referred to as "the Contractor"), with a place of business at 9 Depot Street, Suite 2, Newport, NH 03773.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 3, 2014, (Item # 23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Department and the Contractor agree to extend the program by fifteen (15) months and increase the price limitation; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: September 30, 2016.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$120,000.
3. Amend Exhibit A Scope of Services to delete Sub section 2.14 and replace with:
 - 2.14. 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 the 2015 Youth Risk Behavior Survey data.

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



New Hampshire Department of Health and Human Services
School Administrative Unit #43 - Newport

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

State of New Hampshire
Department of Health and Human Services

Date 6/2/15

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

School Administrative Unit #43 - Newport

Date 6/1/15

Dr. Cathie Gallagher
NAME Dr. Cathie Gallagher
TITLE Superintendent of Schools

Acknowledgement:

State of NH, County of Sullivan on 6/1/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Sally Hooper
Signature of Notary Public or Justice of the Peace

Sally Hooper, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 5/23/17



New Hampshire Department of Health and Human Services
School Administrative Unit #43 - Newport



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

OFFICE OF THE ATTORNEY GENERAL

6/10/15
Date

[Signature]
Name: Morgan A. [Signature]
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

CERTIFICATE OF VOTE

I, Linda Wadenstein, the Newport School Board Chair, do hereby certify that:

1. I am a duly elected Officer of Newport School District

2. The following is a true copy of the resolution duly adopted at a meeting of the School Board of Directors of the Newport School District duly held on February 10, 2015.

RESOLVED: That the Superintendent of Schools is hereby authorized on behalf of the Newport School District, starting February 11, 2015, to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 1st day of June, 2015.

4. Dr. Cynthia Gallagher is the duly appointed Superintendent of Schools of the Newport School District and Supervisory Administrative Union (SAU) 43.



Dr. Linda Wadenstein, Newport School Board Chair

STATE OF NEW HAMPSHIRE

County of Sullivan

The forgoing instrument was acknowledged before me this 1st day of June, 2015.

By Linda Wadenstein
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 5/23/17



CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Coverage Agreement(s) (also known as the Member Agreement(s)) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend, or alter the coverage afforded by the Member Agreement(s) except to the extent provided in the Additional Covered Party box or Loss Payee box below, if checked.

THIS IS TO CERTIFY THAT THE ENTITY NAMED BELOW HAS BEEN ISSUED THE MEMBER AGREEMENT(S) FOR THE AGREEMENT TERM(S) 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 COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS, AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Member: Newport School District Member Number: 291-070101 - 16		Company Affording Coverage (the "Company"): Property-Liability Trust, Inc. PO Box 2008, Concord, NH 03302-2008		
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2015	6/30/2016	Each Occurrence	\$ 5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (each occurrence) (Member Agreement, Section IV)	\$10,000
			Products -Comp/Op Agg	\$
			Fire Damage (each fire)	\$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2015	6/30/2016	Each Occurrence	\$ 5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
<input type="checkbox"/> Excess Liability			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000.	7/1/2015	6/30/2016		\$Per scheduled limits and Member Agreement
<input checked="" type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)	7/1/2015	6/30/2016	Coverage A:	Statutory
			Cov. B: Each Accident	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
Description: Proof of Coverage				

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
<p><i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the Member and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees, or agents. Available limits of coverage are shared between the Member and the Additional Covered Party.*</i></p> <p>*Terms in quotes are defined in the Member Agreement.</p>	
Certificate Holder: New Hampshire Dept. of Health & Human Resources 129 Pleasant Street Concord NH 03301-3852	Company By: <u>Wendy W. Parker</u> Authorized Representative Date Issued: <u>6/4/2015</u>
	Please direct inquiries to: Debra A. Lewis 603.230.3332

Newport School District
Board of Directors
6/1/2015

Linda K. Wadensten, Chair
186 Springfield Rd.
Newport, NH 03773
lwadensten@sau43.org

Shannon Howe, Vice Chair
23 Oak St.
Newport, NH 03773
showe@sau43.org

Deanna Armstrong, Secretary
3 Chestnut Rd.
Newport, NH 03773
darmstrongsb@sau43.org

Ann Spencer
104 Cornish Turnpike
Newport, NH 03773
aspencer@sau43.org

Daniel Bailey
12 Middle St.
Newport, NH 03773
dbailey@sau43.org

Katherine M. Moaratty, Ed.D (ABD)

~ Educational Leader ~

“Ms. Moaratty is a dedicated and knowledgeable educational professional. She is passionate about learning, a champion of the students, and a supporter of the staff.”

~Dan Shallow, SAU 58 Superintendent of Schools

Core competencies include:

- Evaluation of staff performance
- Planning Professional development and growth, Co-Leading Mentor Program
- Student management; discipline, behavior plans, supporting staff with classroom mgmt.
- Curriculum development and growth
- Successful grant writing and mgmt.
- Building Student Support Systems for intervention based strategies
- Developing PBIS system/team
- Handbook revision
- Scheduling
- Individual and Group counseling in academics or behavior
- Workshop presentations
- Program evaluation
- Building school community and transitioning to positive culture.
-

Credentials

Certified K-12 Principal (2013)
Certified Guidance Counselor (2013)
Family and Consumer Science Letter of Eligibility (2010)

Education

Ed.D/ Educational Leadership Argosy University	2/2008 - Current
M.A./ Guidance and Counseling, Goddard College	1/2006 – 1/2008
BA/ Psychology focus/Educational Theory, Union Institute and University	3/2003 – 9/2005
Mother Goose Social Studies, VT College for Life Long Learning	2/2002 – 4/2002
Graphic Design, Laconia Technical Institute	8/1994 – 6/1995

Internships

Principal, Stratford Public School K-12 (62 hours)	6/2009 - 8/2009
Guidance & Counseling, Groveton Elementary and High School K-12 (580 hours)	1/2007 - 6/2007
Guidance & Counseling, Stratford Public School K-12 (120 hours)	4/2006 - 6/2006
Guidance & Counseling, Colebrook Public School 9-12 (60 hours)	4/2006 - 6/2006

Educational Experience

Katherine M. Moaratty, Ed.D (ABD)

Student Services Coordinator,	
Family Support Counselor & School Supervisor, Newport School District	8/2012 – Current
Interim 30% Guidance Counselor, Stratford School District K-8	11/2011 – 6/2012
Guidance Counselor, Lunenburg School District K-8	8/2008 – 6/2011
SAP Counselor, Groveton Schools K-12 (SAU 58)	8/2006 – 8/2008
Paraprofessional & Suspension Monitor, Pittsburg School	9/2002 – 6/2006

Career Development

RENEW Facilitator & Coach
Life Skills Program Trainer & Educator
NAMI NH Suicide Prevention Trainer & Educator
Wonder Years Puberty Education Educator
Project Alert Program Educator
WAIT Training

Community Service or Partnerships

Sullivan County Gender Matters	9/2013- Current
Claremont Literacy Partnership	9/2013- Current
Resource and Collaboration Council	9/2012- Current
Richards School PTO	9/2012- Current
Parents In Education, Lunenburg and Gilman, VT	8/2010 – 6/2011
General Federation of Women's Clubs, Canaan, VT	9/1999 - Current
Assistant Brownie Troop Leader, Canaan, VT	12/2003 – 8/2004
Alice M. Ward Memorial Library Trustee	3/2002 – 9/2003

Natasha G. English

Objective: To obtain a student assistant Program Counselor position with a well-established educational institution, which will allow me to utilize my school counselling skills as well as positively impact students, parents, and the community.

Education:

- Master of Education: School Counselor anticipated June 2015
Keene State College, Keene, NH
- Bachelor of Science: Elementary Education and Bachelor of Arts: Psychology May 2013
Keene State College, Keene, NH
- Honors Graduate, High School Diploma June 2010
Lebanon High School, Lebanon, NH

Summary of Achievements:

- Graduated cum laude May, 2013 – Keene State College
- Dean's List, Keene State College Fall 2010, Spring 2011, Fall 2011, Summer 2012, Fall 2012
- 3 Year Recipient – 2010 & 2011 & 2012 NH Charitable Foundation Scholarship
- 1 Year Recipient – 2010 Lebanon Historical Society Scholarship
- 2010 Recipient, Co-Op Educational Scholarship

Certification:

- K-8 NH teaching certification
- K-12 NH School Counseling Certification anticipated 2015

Education Work Experience:

Newport High School (7-12)

- *August 2014-present, School Counseling Intern*
Job responsibilities included: meeting with students to discuss future plans, SAT, PSAT, one on one counseling, small group facilitator, writing and updating 504s, parent meetings, organizing college fair field trips, organizing and preparing mini college fair, powerschool scheduling, powerschool logs

Goshen Lempster Cooperative School (K-8)

- *September 2014-present, 5th & 6th grade soccer coach*
Job responsibilities included: organizing and running practices, coaching games
- *September 2013-present, School Counselor*
Job responsibilities included: check ins, counseling one on one with students, active member of START team, teacher collaborations regarding plans for students, lunch bunch, bringing girls inc into the school
- *June 2014-August 2014, Summer School Math teacher k-5*
Job responsibilities included: prepare daily and weekly lesson plans, teach 3 groups of students including differentiation for students, produced bulletin boards of student work, assessments of students, projects
- *January 2014-present, substitute teacher*
Job responsibilities included: Being flexible to go wherever is needed whenever. I have subbed in every classroom k-8 as the teacher as well as for paraprofessionals.
- *September 2013-December 2013, tutor of a disabled 8th grade boy for language arts, math, science, and social studies*
Job responsibilities included: At first driving to and tutoring at Crotched Mountain Rehabilitation Center and then in home tutoring. All core subjects were taught four days a week and helped to transition him back to school.
- *September 2013-October 2013, 5th & 6th Soccer Coach*
Job responsibilities included: organizing and running practices, coaching games
- *May 2013 – June 2013 4th grade Para-professional*
Job responsibilities included: After graduation, I was hired as a one on one para in the classroom I had student taught in. He had ADHD as well as other academic challenges so at times I would take him outside of the classroom and teach him individually.
- *April 2013 – June 2013 Track & Field Coach*
Job responsibilities included: running practices Monday-Thursday, driving students to track meets, encouraging and connecting with students
- *January 2013 – May 2013 4th grade Student Teacher*
Job responsibilities included: Taking over responsibilities in the classroom throughout the semester, solo teaching weeks

Hinsdale Elementary School

- *September 2012 – December 2012 Kindergarten Methods 2 Student Teacher*
Job responsibilities included: Teaching activities and lessons daily, and working with cooperating student teacher to team teach.

Cutler Elementary School

- *2011-2012 4th Grade Methods 1 Student Teacher*
Job responsibilities included: Teaching a few lessons on my own, and aiding the students whenever possible.

Keene State College

- *2011 Professor's Assistant*
Job responsibilities included: Grading and giving feedback to 8 students. Edited essays and papers and facilitated group conversations on learning material.

Professional Development:

- Attended: NH School Counselors Association Conference 2013
Collegeboard School Counselors Workshop 2014

Other Work Experience:

- *January 2013 – August 2013 Waitress*
Lui Lui's Restaurant
- *2011-2012*
Sales Associate at Pocketful of Rye
Job Responsibilities included: Helping customers, answering phone calls, and sales purchases. Closing the store and tabulating sales and transferring deposits as well. Working with other employees to better the workplace and provide a positive store environment.
- *2007-2010*
NH/VT Shrine Maple Sugar Bowl Event Coordinator
Job responsibilities included: Overseeing administrative tasks and time management to ensure that all details of the Shrine Maple Sugar Bowl were met to allow for a successful and profitable fundraising event. Some office tasks included taking care of the mail, answering phone calls, handling ticket and money orders, producing letters, checking in team members and placing them.

References:

- Ralph Peterson, Principal
Goshen Lempster Cooperative School
603-863-1080
- Tom Mauzy, School Counselor
Newport High School
603-865-9660
- Dr. Leonard Fleischer, Graduate Professor
Keene State College
603-358-2846

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: SAU 43 - NEWPORT SCHOOL DISTRICT

Name of Program: Student Assistance Program

BUDGET PERIOD: SFY 16				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Katherine M. Moaratty	Student Services Coordinator	\$0	0.00%	\$0.00
Natasha English	Student Assistance Counselor	\$26,330	100.00%	\$26,330.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$26,330.00

BUDGET PERIOD: SFY 17 (3 months - Jul-Sep 2016)				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Katherine M. Moaratty	Student Services Coordinator	\$0	0.00%	\$0.00
Natasha English	Student Assistance Counselor	\$7,899	100.00%	\$7,899.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$7,899.00

Subject: Student Assistance Program

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 & Human Services Division of Community Based Care Services		1.2 State Agency Address 129 Pleasant St. Concord, NH 03301	
1.3 Contractor Name School Administrative Unit #43 - Newport School District		1.4 Contractor Address 9 Depot Street, Suite 2 Newport, NH 03773	
1.5 Contractor Phone Number (603) 863-3710	1.6 Account Number 05-049-491510-29880000	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$60,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature <i>Erwin Sussman</i>		1.12 Name and Title of Contractor Signatory Irwin Sussman Superintendent	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Sullivan</u> On <u>9/17/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of <u>Notary Public</u> or Justice of the Peace [Seal] <i>Sally A. Hooper</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Sally A. Hooper, Notary Public</i>			
1.14 State Agency Signature <i>Sheri L. Rockburn</i>		1.15 Name and Title of State Agency Signatory Sheri L. Rockburn, CFO	
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: <i>Megan A. Apple</i> Megan A. Apple - Attorney On: <u>10/29/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

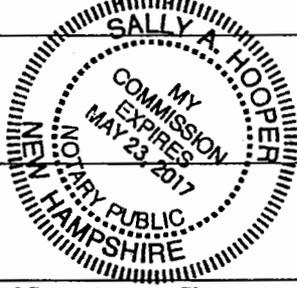




Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1 The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services.
- 1.2 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3 The Contractor shall implement a Student Assistance Program (SAP) that will leverage the State's existing prevention system; its resources; and its capacities in order to effect change in priority substance abuse areas among high need populations in the communities where those populations reside in order to reduce:
 - 1.3.1 Underage drinking among persons aged 12 to 20.
 - 1.3.2 Prescription drug misuse and abuse among persons aged 12 to 25.

2. Services to Be Provided

- 2.1 The Contractor shall maintain a dedicated student assistance staff that meets the following standards:
 - 2.1.1 One 60% Full Time Equivalent staff person available for three (3) days per week who cannot serve more than two (2) buildings or campuses.
 - 2.1.2 Obtain Certified Prevention Specialist status within one (1) year of the contract approval date.
- 2.2 The Contractor shall screen individuals, as needed, using evidence based screening tool.
- 2.3 The Contractor shall make referrals to community providers, as appropriate.
- 2.4 The Contractor shall conduct individual support sessions, as needed, for the purpose of:
 - 2.4.1 Crisis intervention.
 - 2.4.2 Motivating students to participate in groups modeled after Project Success.
- 2.5 The Contractor shall conduct individual sessions, as needed, to assist students with:
 - 2.5.1 Identifying and resisting social and situational pressures to use substances.



Exhibit A

- 2.5.2 Correcting misperceptions about the prevalence and acceptability of substance use.
- 2.5.3 Focusing on the personal consequences of substance use.
- 2.5.4 Resistance and coping skills.
- 2.5.5 Identifying barriers to:
 - 2.5.5.1 Using the newly developed skills.
 - 2.5.5.2 Adopting healthy attitudes.
- 2.6 The Contractor shall conduct the Newcomers Group and the Children of Substance Abusing Parents Group within the first year of the contract approval date.
- 2.7 The Contractor shall provide Parent Education on prescription drug use, underage drinking and binge drinking.
- 2.8 The Contractor shall build upon parent education services currently offered at the school and local level.
- 2.9 The Contractor shall provide student education using evidence based curriculum, such as Project Alert, during sixth and ninth grade transitional years. The Contractor shall ensure curriculum includes, but is not limited to:
 - 2.9.1 Adolescent alcohol, tobacco and other drug information.
 - 2.9.2 Family Dynamics and pressures.
 - 2.9.3 Skills for coping with stress and life pressure.
- 2.10 The Contractor shall conduct a minimum of three (3) school/community centered environmental strategies, which can include utilizing existing groups and programs, as appropriate, that:
 - 2.10.1 Have a broad reach within the school and community.
 - 2.10.2 Focus on alcohol and other drug prevention messaging.
- 2.11 The Contractor shall enhance services through media and marketing tools with organizations identified by the Department.
- 2.12 The Contractor shall conduct pre and post all-school surveys at the beginning and end of each school year.
- 2.13 The Contractor shall work closely with the NH Bureau of Drug and Alcohol Services and the NH Center for Excellence in order to collect data used for continuous quality improvement.
- 2.14 The Contractor shall conduct an all-school 2015 Youth Risk Behavior Survey and work with the NH Bureau of Drug and Alcohol Services and the NH Center for Excellence to release data at the community level.
- 2.15 The Contractor shall conduct an all-school survey developed by the NH Center for Excellence in State Fiscal Year 2016.



Exhibit A

- 2.16 The Contractor shall evaluate current school policies by June 30, 2015.
- 2.17 The Contractor shall implement best practice school policy according to the recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment in the subsequent year which can be _____ found _____ on <http://www.dhhs.nh.gov/dcbcs/bdas/documents/modelschoolpolicy.pdf>.
- 2.18 The Contractor shall participate in the Student Assistance Learning Collaborative and other mandatory trainings, as identified by the Department.
- 2.19 The Contractor shall enter data in an online database on a monthly and quarterly basis.
- 2.20 The Contractor shall provide additional reports or data, as requested by the Department.
- 2.21 The Contractor shall meet with a team authorized by the Department on a quarterly basis, or as needed.
- 2.22 The Contractor shall provide a sustainability plan:
- 2.22.1 That aligns with the region's Regional Health Network Strategic Plan for the continuation of the Student Assistance Program.
 - 2.22.2 For review and approval to the Department no later than 90 days prior to the contract end date.
- 2.23 The Contractor shall work with the NH Center for Excellence, as needed; to ensure evidence based interventions or core elements of evidence based interventions (as approved by the Center for Excellence) are being implemented with fidelity.



Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.243, Federal Agency Department of Health and Human Services, Substance Abuse and Mental Health Services Administration in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor \$48.00 per hour in an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for services shall be on a cost reimbursement basis for actual hours worked only.
4. The Contractor shall be available to provide services identified in Exhibit A, Scope of Services, as needed.
5. Payment for services shall be processed as follows:
 - 5.1 The Contractor shall submit monthly invoices for reimbursement of actual hours worked during the month, for a total of twelve (12) invoices per year. 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.
 - 5.2 Invoices described in Exhibit B, Method and Condition Precedent to Payment, Section 4.1 and reports identified in Exhibit A, Scope of Services must be submitted to:

Attn: Financial Manager
NH Department of Health and Human Services
Bureau of Drug and Alcohol Services
129 Pleasant St.
Concord, NH 03301-3857
6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

[Handwritten Signature]

Sept. 17, 2014



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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

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

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

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

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



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

JK
Sept. 17, 2014



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Agreement for one additional year, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Handwritten initials, possibly 'JS', in black ink.

Handwritten date 'Sept. 17, 2014' in black ink.



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Student Assistant Program Services Contract**

This first Amendment to the Student Assistant Program contract (hereinafter referred to as "Amendment #1") dated May 21, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Sanborn Regional School District, (hereinafter referred to as "the Contractor"), with a place of business at 178 Main Street, Kingston, NH 03848.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 3, 2014, (Item # 23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Department and the Contractor agree to extend the program by fifteen (15) months and increase the price limitation; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: September 30, 2016.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$200,000.
3. Amend Exhibit A Scope of Services to delete Sub section 2.14 and replace with:
 - 2.14. 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 the 2015 Youth Risk Behavior Survey data.

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



New Hampshire Department of Health and Human Services
Sanborn Regional School District

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

State of New Hampshire
Department of Health and Human Services

6/4/15
Date

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

Sanborn Regional School District

June 3, 2015
Date

Brian J. Blake
NAME Brian J. Blake
TITLE Superintendent of Schools

Acknowledgement:

State of New Hampshire County of Perkins on 6/3/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above. BRIAN BLAKE

Donna LeBlanc
Signature of Notary Public or Justice of the Peace



DONNA LEBLANC - Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 8/24/16

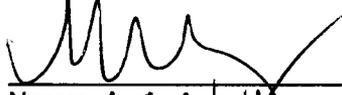


New Hampshire Department of Health and Human Services
Sanborn Regional School District

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

OFFICE OF THE ATTORNEY GENERAL

6/10/15
Date


Name: Michael D. Kelly
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on June 3, 2015.
(Date)

RESOLVED: That the Dr Brian J Blake Superintendent of Schools
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 3 day of June, 2015.
(Date Contract Signed)

4. Dr Brian J. Blake is the duly ^{appointed} elected Superintendent
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Rockingham

The forgoing instrument was acknowledged before me this 3 day of JUNE, 2015.

By JON LEBLANC - School Board Chair
(Name of Elected Officer of the Agency)

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

(NOTARY SEAL)

Commission Expires: 8/24/2016





CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Sanborn Regional School District 17 Danville Road Kingston, NH 03848		Member Number: 934	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
---	--	-----------------------	---	--	--

X	Coverage Category	Effective Date (7/1/2014)	Expiration Date (7/1/2015)	Limit
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2014 7/1/2015	7/1/2015 7/1/2016	Each Occurrence \$ 5,000,000 General Aggregate \$ 5,000,000 Fire Damage (Any one fire) Med Exp (Any one person)
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2014 7/1/2015	7/1/2015 7/1/2016	Combined Single Limit (Each Accident) \$5,000,000 Aggregate \$5,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2014 7/1/2015	7/1/2015 7/1/2016	<input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease – Each Employee \$2,000,000 Disease – Policy Limit
<input checked="" type="checkbox"/>	Property (Special Risk includes Fire and Theft)	7/1/2014 7/1/2015	7/1/2015 7/1/2016	Blanket Limit, Replacement Cost (unless otherwise stated) Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 6/3/2015 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

School Regional School Board Members

Jon LeBlanc, Chair

Term Expires: 2016

Wendy Miller, Vice Chair

Term Expires: 2018

Jan Bennett

Term Expires: 2017

Corey Masson

Term Expires: 2016

Roberto Miller

Term Expires: 2017

Dustin Ramey

Term Expires: 2018

Nancy Ross

Term Expires: 2017

Professional Resume

Objective

To be a high school principal

Education

M.Ed. In Educational Administration (May of 2004)

University of Massachusetts, Lowell MA

- Graduated in May of 2004 with a 4.00 grade point average
- Focused on courses in educational sociology, program evaluation, theory and research in curriculum, financial aspects of education, school law, principals of supervision, and the planning process

BA in Pure Mathematics (May 2001)

BS in Secondary Mathematics Education (May 2001)

Boston University, Boston MA

- Graduated *Magna Cum Laude* in May 2001 with an overall 3.60 cumulative grade point average after completing an accelerated dual-degree program
- Focused on courses in special education, adolescent development, educational technology, and several higher-level mathematics courses.

Employment

Principal: Sanborn Regional High School, Kingston, NH. (Jul '10 – Present)

- Named the NH High School Principal of the Year "Runner Up" in 2013 by the NH Association of School Principals
- Named a Merrimack Valley "40 Under 40" award recipient for 2012 by the Merrimack Valley Business Magazine / Eagle Tribune Publishing Co.
- Named the NH Assistant Principal of the Year "Runner Up" in 2010 by the NH Association of School Principals
- Developed and implemented a school-wide competency-based grading and reporting system
- Currently overseeing the organizational redesign of the high school into small learning communities that are focused on student learning
- Assisted in the development of a new teacher evaluation model for the District
- Responsible for all issues related to the 750 students and 100 staff members in the building
- Annually develops and monitors the operating budget for the school
- Implemented several new initiatives designed to improve communication with all stakeholders
- Invited as a guest of the New Hampshire Department of Education to participate in a "think tank" on college and career readiness in Washington, DC in the fall of 2011
- Served on the Board of Directors for the Project Running Start NH Community College system
- Implemented the school's first dual-credit partnership with Northern Essex Community College in Haverhill, MA

Contact Information

Employment
(Continued)

- Regularly gives presentations on high school redesign for organizations such as NHASP and NEASC across the country.
- Oversaw a complete review of the school's culture and climate in 2012
- Implemented several credit and competency recovery programs

Asst Principal/Curriculum: Sanborn Reg. HS, Kingston, NH. (Aug '06 – Jun '10)

- Named ~~the runner-up for the New Hampshire Assistant Principal of the Year~~ in 2010 by the New Hampshire Association of School Principals.
- Responsible for all student affairs and discipline issues for 750 students
- Supervised and evaluated a faculty of seventy-five teachers and paraprofessionals
- Oversee the development and implementation of all district-wide curriculum documents and initiatives, focusing specifically in the areas of math and science
- Member of district-wide Curriculum Committee
- Facilitated numerous professional development programs for faculty including the implementation of Professional Learning Communities (PLC's) in all district schools
- Developed and managed budgets for various programs including curriculum, instruction, assessment, and textbooks
- Orchestrated the teacher recruitment and hiring process for the school and involved students, staff, and parents in each hiring committee
- Supervised various curriculum grants for the school district
- Helped school re-attain full accreditation by NEASC
- Oversee the annual development and publication of the Student Handbook and the Program of Studies
- Chaired the Professional Development Committee for the District
- Oversee all aspects of the administration of various school-wide assessments including NECAP, NWEA, and NAEP
- Gave regular presentations to the School Board on various school and district issues
- Member of the District Strategic Planning Committee
- Assisted the principal in managing the school as directed

Mathematics Teacher: Andover High School, Andover, MA. (Sep '01 – Aug '06)

- Taught a wide-range of math courses including honors Precalculus, honors Calculus, Geometry, Algebra II, Algebra III, and an SAT prep course.
- Served on numerous school-wide committees, including the School Improvement Council, the Small Schools Committee, the Advisory Steering Committee, the Lesson Study Steering Committee, and the NEASC Accreditation Sub-Committee
- Served in the role of math department "teacher leader", responsible for some of the day-to-day business operations of the department

**Employment
(Continued)**

School Board: Timberlane Regional Schools, Plaistow NH. (Sep '01–Aug '06)

- Chaired a committee that developed new use-of-facilities policies for the entire school district
- Served as the chairperson of the district's curriculum committee
- Served as the Chairman of the SAU #55 School Board in 2005.
- Participated in numerous discussions involving policy, staff relations, budget, facilities, and curriculum

**Certification
and Licenses**

Teaching: Math 9-12 Professional

- Certificate #370842 issued by the Commonwealth of Massachusetts
- License issued by State of New Hampshire

Administration: Principal/Assistant Principal, 9-12, Initial

- Certificate #370842 issued by the Commonwealth of Massachusetts.
- License issued by the State of New Hampshire.

**Membership in
Professional
Organizations**

- NHASP: New Hampshire Association of School Principals
- ASCD: The Association for the Supervision of Curriculum Development

MICHELLE CATENA

RELEVANT EDUCATIONAL EXPERIENCE AND SKILLS

SPECIFIC GUIDANCE RESPONSIBILITIES

Guidance Director

July 2008 – Present

Guidance Counselor

August 2002 – June 2008

Sanborn Regional High School, Kingston, NH

- Oversee, implement and continuously working to improve the Comprehensive Guidance Program , as well as all tools and services offered through the Sanborn Regional High School Guidance Department
- Work collaboratively with vocational program: Seacoast School of Technology
- Oversee and coordinate awards programs, college fairs, and guidance presentations for students, parents, and the school community
- Oversee and provide services to special education students (counseling, meetings, transition, etc.)
- Oversee, coordinate and implement 504 accommodation plans, as well as Child Study Team plans
- Oversee, coordinate and proctor for several standardized tests (i.e., PSAT, AP, NECAP)
- Coordinate and oversee master schedule
- Oversee, supervise and evaluate counselors
- Oversee, observe and evaluate Special Education Case Managers

Guidance Counselor

August 2000 - June 2002

Saint Clement High School, Somerville, MA

- Handled all guidance responsibilities and implemented all guidance standards, policies and procedures
- Coordinator and proctor for all standardized testing
- Developed and taught psychology curriculum
- Chaired and attended special education meetings and communicated educational plans and needs
- Advisor for the National Honor Society, created peer-tutoring lab, and coordinated college fair

Guidance Counselor

April 1999 - June 1999

Marsh Grammar School, Methuen, MA

- Instructor of guidance curriculum to kindergarten, third and sixth grades, as well as to special education students

Guidance Counselor Intern

Sept. 1998 - April 1999

Methuen High School, Methuen, MA

- Worked closely with students, faculty, administration and parents in numerous guidance capacities

GENERAL GUIDANCE RESPONSIBILITIES (PAST AND PRESENT)

- Continuously working to improve a comprehensive guidance program (academic, social and personal, and post-secondary planning)
- Provide a comprehensive resource for the school (students, parents, staff, administration, community, etc.)
- Communicate and consult with necessary individuals (parents, staff, special education, administration, community members, counselors, doctors, police, probation officers, social services, community resources and agencies, etc.)
- Evaluate/aid students with academics, social, personal and post-secondary matters, while counseling and educating on adolescent, mental health, family, academics, learning, career, vocational, military, college, etc.
- Participate in the implementation and evaluation of overall school practices (curriculum, program of studies, school policies and procedures, etc.)
- Perform and track academic planning, scheduling, progress, credits (including transfer and exchange students)
- Provide and oversee individual, group, crisis, 504, and special education counseling
- Oversee and implement post-secondary and college process
- Maintain knowledge and proficiency with technology and software programs (scheduling, databases, Microsoft Word, Excel, PowerPoint, interfacing of software programs, etc.)

MICHELLE CATENA

EDUCATION

Master of Education - School Counseling GPA: 3.82
Suffolk University, Boston, MA May, 1999

Bachelor of Science - Sociology (Criminology & Law) GPA: 3.49
Suffolk University, Boston, MA May, 1994

OTHER EXPERIENCE AND SKILLS

Marketing Coordinator Nov. 1999 - Aug. 2000
Comverse Network Systems,* Wakefield, MA
Telecommunications Company, Marketing Department

Executive Assistant July 1997 - Jan. 1999
Addison Wesley Longman, Reading, MA
Educational Publishing Company, Corporate/Executive Department

Executive Assistant Feb. 1997 - June 1997
Avid Technology Inc.,* Tewksbury, MA
Digital Editing Company, Legal Department

Office Manager and Legal Assistant June 1995 - Feb. 1997
Sheketoff & Homan, Boston, MA
Criminal Law Firm

Case Manager and Leasing Coordinator June 1994 - June 1995
Woburn Housing Authority, Woburn, MA
Housing and Urban Development (HUD) Housing Authority,
Leasing Department (Section 8 and Public Housing)

- Assisted executives, attorneys, staff, clients, customers, etc., while sustaining continuous flexibility and detail orientation, in very fast paced settings
- Maintained all office and administrative functions, while handling and prioritizing numerous tasks simultaneously
- Daily responsibilities included, but were not limited to, bookkeeping, accounting, payroll, bank activity, correspondence, meetings, travel arrangements, in-depth projects, research, problem solving, troubleshooting, generating solutions
- Handled very detailed and highly sensitive documents [i.e., correspondence, employment contracts, non-disclosure agreements, legal documents (briefs, motions, etc.), lease agreements, third party verifications, etc.]
- Maintained proficiency with all required software programs, (databases, Microsoft, Macintosh) while assisting and educating other employees
- Complied with state and federal laws and mandates
- Communicated domestically and internationally

*Via Franklin Pierce Temporaries

Amanda Fuller, MSW

Education

Masters of Social Work, May 2012
University of New Hampshire (UNH), Durham, NH
Advance Standing Program, Honors, Phi Alpha Social Work Honor Society

B.S. Social Work, May 2011
University of New Hampshire (UNH), Durham, NH
GPA 3.64, Phi Alpha Social Work Honor Society (Treasurer)

Related Experience

Outreach Clinician, May 2013-Present
Outreach and Tracking Case Worker, August 2012-May 2013
Key Program, Inc.
Salem, NH

- Provide in-home and community based therapy and interventions for at-risk adolescents and families
- Develop and implement comprehensive treatment and safety plans to address mental health, substance abuse and behavioral needs
- Perform bio-psychosocial assessments, and comprehensive behavioral assessments such as the Child and Adolescent Needs and Strengths (CANS)
- Facilitate weekly Dialectical Behavior Therapy and psycho-educational groups at Key's residential programs
- Perform de-escalation and crisis management, facilitating coordination with emergency service providers as needed
- Advocate for clients to receive appropriate services and support in school, court and other social agencies, assisting clients in getting their needs met
- Facilitate and coordinate care plan team meetings to provide wrap-around services, collaborating with various city social service agencies, schools and therapeutic supports
- Perform administrative tasks; individual session notes, case management, authorizations, contact with collaterals
- Participate in on-call after-hours rotation, providing supervision for paraprofessionals, case managers and clinical interns

MSW Intern, June 2011-May 2012
Team Coordinating Agency Structured Outpatient Addiction Program
Haverhill, MA

- Provided individual case management and counseling, focusing on substance abuse and co-occurring mental health disorders
- Facilitated and developed curriculum for daily psycho-educational groups related to substance use, family relationships, mental illness, interpersonal skills, self-esteem, and anger management
- Performed comprehensive assessments and risk management plans
- Demonstrated public speaking skills, effectively communicating the agencies course curriculum to clients and community outreach
- Developed individual treatment and recovery plans with clients and identified collaterals

Secretary, July 2011- May 2012

Haverhill Community Violence Coalition

- Collaborated with various city social service agencies to brainstorm and implement various community activities, promoting anti-violence and a safer community
- Community outreach

BSW Intern, March 2011-May 2011

Portsmouth High School Student Assistance Provider, Portsmouth, New Hampshire

- Provided individual case management and counseling for students in regards to school, family, mental health, substance use, social skills and problem solving
- Facilitated psycho-education groups regarding substance use, mental illness, bullying, self-esteem and interpersonal relationship skills
- Identified and referred clients to resources in the area to further address concerns of mental health and substance abuse
- Participated in school team meetings and provided consultation on appropriate interventions to address at-risk students and behaviors

BSW Intern, September 2010-March 2011

The Community Diversion Program, Greenland, New Hampshire

- Trained administer of GAIN-Q
- Conducted in-depth intake meetings, implementing good listening, interviewing and mediation skills
- Negotiated behavioral contracts between clients and their parents/guardians, probation officers and school administrators
- Researched volunteer and community services opportunities, and created monthly calendar to distribute to clients
- Researched and designed creative learning exercises to assist in drug and alcohol curriculum

Social Work Practice Teacher Assistant, September 2010-December 2010

Social Work Department, University of New Hampshire, Durham, NH

- Assisted in teaching the "Social Work Practice" class
- Demonstrated leadership skills by assisting students in coordinating and executing practice sessions
- Evaluated student progress, providing constructive feed-back and encouragement

**Licenses and
Certifications**

- Massachusetts Licensed Clinical Social Worker
- Certified administrator of the Child and Adolescent Needs and Strengths (CANS) Assessment
- CPI certified in *Nonviolent Crisis Intervention*
- CPR and First Aid certified

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: SANBORN REGIONAL SCHOOL DISTRICT

Name of Program: Student Assistance Program

Brian Stack	Principal	\$104,602	0.00%
Michelle Catena	Guidance Director	\$81,962	0.00%
Amanda Fuller	Outreach Clinician	\$44,160	100.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			

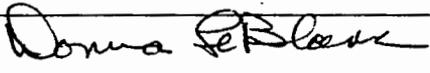
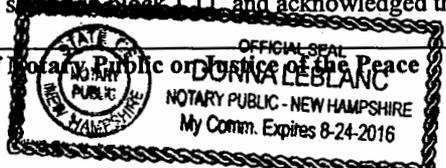
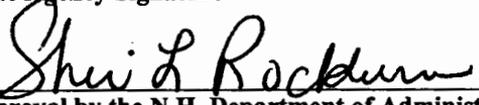
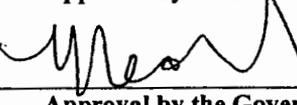
Brian Stack	Principal	\$26,150.50	0.00%
Michelle Catena	Guidance Director	\$20,490.50	0.00%
Amanda Fuller	Outreach Clinician	\$11,040.00	100.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			

Subject: Student Assistance Program

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 & Human Services Division of Community Based Care Services		1.2 State Agency Address 129 Pleasant St. Concord, NH 03301	
1.3 Contractor Name Sanborn Regional School District		1.4 Contractor Address 178 Main Street Kingston, NH 03848	
1.5 Contractor Phone Number (603) 642-3688	1.6 Account Number 05-095-049-491510-29880000	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$100,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Mr. Brian J. Blake SUPERINTENDENT of SCHOOLS	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>10/14/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is shown 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 DONNA LEBLANC - NOTARY PUBLIC			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri L. Rockburn, CFO	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. York - Attorney On: <u>10/29/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

New Hampshire Department of Health and Human Services
Student Assistance Program - SAP
Exhibit A



Scope of Services

1. Provisions Applicable to All Services

- 1.1 The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services.
- 1.2 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3 The Contractor shall implement a Student Assistance Program (SAP) that will leverage the State's existing prevention system; its resources; and its capacities in order to effect change in priority substance abuse areas among high need populations in the communities where those populations reside in order to reduce:
 - 1.3.1 Underage drinking among persons aged 12 to 20.
 - 1.3.2 Prescription drug misuse and abuse amount persons aged 12 to 25.

2. Services to Be Provided

- 2.1 The Contractor shall maintain a dedicated student assistance staff that meets the following standards:
 - 2.1.1 One full time equivalent staff person available five (5) days per week.
 - 2.1.2 Obtain Certified Prevention Specialist status within one (1) year of the contract approval date.
- 2.2 The Contractor shall screen individuals, as needed, using evidence based screening tool.
- 2.3 The Contractor shall make referrals to community providers, as appropriate.
- 2.4 The Contractor shall conduct individual support sessions, as needed, for the purpose of:
 - 2.4.1 Crisis intervention.
 - 2.4.2 Motivating students to participate in groups modeled after Project Success.
- 2.5 The Contractor shall conduct individual sessions, as needed, to assist students with:
 - 2.5.1 Identifying and resisting social and situational pressures to use substances.

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



Exhibit A

- 2.5.2 Correcting misperceptions about the prevalence and acceptability of substance use.
- 2.5.3 Focusing on the personal consequences of substance use.
- 2.5.4 Resistance and coping skills.
- 2.5.5 Identifying barriers to:
 - 2.5.5.1 Using the newly developed skills.
 - 2.5.5.2 Adopting healthy attitudes.
- 2.6 The Contractor shall conduct the Newcomers Group and the Children of Substance Abusing Parents Group within the first year of the contract approval date.
- 2.7 The Contractor shall provide Parent Education on prescription drug use, underage drinking and binge drinking.
- 2.8 The Contractor shall build upon parent education services currently offered at the school and local level.
- 2.9 The Contractor shall provide student education using evidence based curriculum, such as Project Alert, during sixth and ninth grade transitional years. The Contractor shall ensure curriculum includes, but is not limited to:
 - 2.9.1 Adolescent alcohol, tobacco and other drug information.
 - 2.9.2 Family Dynamics and pressures.
 - 2.9.3 Skills for coping with stress and life pressure.
- 2.10 The Contractor shall conduct a minimum of three (3) school/community centered environmental strategies, which can include utilizing existing groups and programs, as appropriate, that:
 - 2.10.1 Have a broad reach within the school and community.
 - 2.10.2 Focus on alcohol and other drug prevention messaging.
- 2.11 The Contractor shall enhance services through media and marketing tools with organizations identified by the Department.
- 2.12 The Contractor shall conduct pre and post all-school surveys at the beginning and end of each school year.
- 2.13 The Contractor shall work closely with the NH Bureau of Drug and Alcohol Services and the NH Center for Excellence in order to collect data used for continuous quality improvement.
- 2.14 The Contractor shall conduct an all-school 2015 Youth Risk Behavior Survey and work with the NH Bureau of Drug and Alcohol Services and the NH Center for Excellence to release data at the community level.
- 2.15 The Contractor shall conduct an all-school survey developed by the NH Center for Excellence in State Fiscal Year 2016.

Contractor Initials:

Date: 10/8/14

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



Exhibit A

-
- 2.16 The Contractor shall evaluate current school policies by June 30, 2015.
- 2.17 The Contractor shall implement best practice school policy according to the recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment in the subsequent year which can be found on <http://www.dhhs.nh.gov/dcbcs/bdas/documents/modelschoolpolicy.pdf>.
- 2.18 The Contractor shall participate in the Student Assistance Learning Collaborative and other mandatory trainings, as identified by the Department.
- 2.19 The Contractor shall enter data in an online database on a monthly and quarterly basis.
- 2.20 The Contractor shall provide additional reports or data, as requested by the Department.
- 2.21 The Contractor shall meet with a team authorized by the Department on a quarterly basis, or as needed.
- 2.22 The Contractor shall provide a sustainability plan:
- 2.22.1 That aligns with the region's Regional Health Network Strategic Plan for the continuation of the Student Assistance Program.
 - 2.22.2 For review and approval to the Department no later than 90 days prior to the contract end date.
- 2.23 The Contractor shall work with the NH Center for Excellence, as needed; to ensure evidence based interventions or core elements of evidence based interventions (as approved by the Center for Excellence) are being implemented with fidelity.



Method and Conditions Precedent to Payment

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.243, Federal Agency Department of Health and Human Services, Substance Abuse and Mental Health Services Administration in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor \$48.00 per hour in an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for services shall be on a cost reimbursement basis for actual hours worked only.
4. The Contractor shall be available to provide services identified in Exhibit A, Scope of Services, as needed.
5. Payment for services shall be processed as follows:
 - 5.1 The Contractor shall submit monthly invoices for reimbursement of actual hours worked during the month, for a total of twelve (12) invoices per year. 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.
 - 5.2 Invoices described in Exhibit B, Method and Condition Precedent to Payment, Section 4.1 and reports identified in Exhibit A, Scope of Services must be submitted to:

Attn: Financial Manager
NH Department of Health and Human Services
Bureau of Drug and Alcohol Services
129 Pleasant St.
Concord, NH 03301-3857
6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.





SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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10/8/14



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Agreement for one additional year, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

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

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the NH Strategic Prevention Framework Partnership for Success Contract

This second Amendment to the NH Strategic Prevention Framework Partnership for Success contract (hereinafter referred to as "Amendment #2") dated May 22, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Country Health Consortium, Inc., (hereinafter referred to as "the Contractor"), 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, and amended on June 18, 2014, Item # 102, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Department and the Contractor agree to extend the program by fifteen (15) months and increase the price limitation; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: September 30, 2016.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$416,100.88.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Eric Borrin, Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, to read: (603) 271-9558.
5. Delete in its entirety, Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
6. Delete in its entirety, Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
7. Add Exhibits B-3 and B-4.
8. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
9. Amend Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification, by extending the end date to September 30, 2016.
10. Amend Standard Exhibit E, Certification Regarding Lobbying, Contract Period, by extending the end date to September 30, 2016.
11. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.



**New Hampshire Department of Health and Human Services
NH 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,

State of New Hampshire
Department of Health and Human Services

6/2/15
Date

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

North Country Health Consortium, Inc.

05/27/15
Date

Nancy Frank
NAME: Nancy Frank.
TITLE: Executive Director

Acknowledgement:

State of New Hampshire County of Grafton on May 27, 2015 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

TRACY A. PAGE
Notary Public - New Hampshire
My Commission Expires September 18, 2018

Tracy A. Page
Signature of Notary Public or Justice of the Peace

Tracy A. Page, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: Sept. 18, 2018



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

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

OFFICE OF THE ATTORNEY GENERAL

4/10/15
Date

[Signature]
Name: Ryan A. [Signature]
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A Amendment #1

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 subject 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.

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Exhibit A Amendment #1

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.

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.
- 2) Individual Screening using an 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-

[Handwritten Signature]
Date 2/27/15



Exhibit A Amendment #1

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. 7th 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.
 - 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.

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Date 5/27/15



Exhibit A Amendment #1

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- 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:
 - 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.

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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A, Scope of Services as follows:
 - 2.1.93.243 United States Department of Health and Human Services, Substance Abuse and mental Health Services Administration, Strategic Prevention Framework Partnership for Success II Grant
 - 2.2. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. Payment for contracted services will be made cost reimbursement basis only, for allowable expenses, in accordance with Exhibit B-1 Amendment #1, Exhibit B-2 and Exhibit B-3.
4. 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
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment, limited to the budgets, Exhibit B-1 Amendment #1, Exhibit B-2 and Exhibit B-3, to adjust amounts within the budgets and 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.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

Exhibit B-3

**New Hampshire Department of Health and Human Services
BUDGET FORM**

Bidder/Program Name: North Country Health Consortium

Budget Request for: Student Assistance Program

Name of Program

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

Line Item	Direct Incremental	Indirect Fixed	Total	Match funding
1. Total Salary/Wages	33,510.00	4,826.05	38,336.05	
2. Employee Benefits	7,372.00	1,061.57	8,433.57	
3. Consultants	-	-	-	
4. Equipment:	-	-	-	
Rental	-	-	-	
Repair and Maintenance	-	-	-	
Purchase/Depreciation	-	-	-	
5. Supplies:	-	-	-	
Educational	-	-	-	
Lab	-	-	-	
Pharmacy	-	-	-	
Medical	-	-	-	
Office	463.00	66.67	529.67	
6. Travel	-	-	-	
7. Occupancy	-	-	-	
8. Current Expenses	-	-	-	
Telephone	167.00	24.05	191.05	
Postage	83.00	11.95	94.95	
Subscriptions	-	-	-	
Audit and Legal	916.00	131.90	1,047.90	
Insurance	562.00	80.93	642.93	
Board Expenses	-	-	-	
9. Software	895.00	128.88	1,023.88	
10. Marketing/Communications	-	-	-	
11. Staff Education and Training	-	-	-	
12. Subcontracts/Agreements	55,630.00	-	55,630.00	
13. Other (specific details mandator	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
TOTAL	99,598.00	6,332.00	105,930.00	

Percent Indirect

6%

(Do not collect Indirect on Subcontract Agreements)

Exhibit B-4

New Hampshire Department of Health and Human Services
BUDGET FORM

Bidder/Program Name: North Country Health Consortium

Budget Request for: Student Assistance Program

Name of Program

Budget Period: SFY July 1, 2016 to September 30, 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Match funding
1. Total Salary/Wages	17,646.00	2,540.28	20,186.28	
2. Employee Benefits	3,882.00	559.01	4,441.01	
3. Consultants	-	-	-	
4. Equipment:	-	-	-	
Rental	-	-	-	
Repair and Maintenance	-	-	-	
Purchase/Depreciation	-	-	-	
5. Supplies:	-	-	-	
Educational	-	-	-	
Lab	-	-	-	
Pharmacy	-	-	-	
Medical	-	-	-	
Office	242.00	34.85	276.85	
6. Travel	-	-	-	
7. Occupancy	-	-	-	
8. Current Expenses	-	-	-	
Telephone	88.00	12.67	100.67	
Postage	44.00	6.34	50.34	
Subscriptions	-	-	-	
Audit and Legal	482.00	69.41	551.41	
Insurance	296.00	42.62	338.62	
Board Expenses	-	-	-	
9. Software	471.00	67.82	538.82	
10. Marketing/Communications	-	-	-	
11. Staff Education and Training	-	-	-	
12. Subcontracts/Agreements	-	-	-	
13. Other (specific details mandate)	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
TOTAL	23,151.00	3,333.00	26,484.00	

Percent Indirect 14%

Contractors Initials: MJ
 Date: 7/27/15



SPECIAL PROVISIONS

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

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



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

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

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

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12/10



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

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

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

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

- 14.

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5/27/15



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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcon

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

conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

19.1. the function

19.2. Have a written agreement with the subcontractor that specifies activities and reporting performance is not adequate

19.3.

Contractor Initials
Date 5/29/16



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

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

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

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

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

Exhibit G

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

Contractor Initials

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Date

2/27/15

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: North Country Health Consortium, Inc.

05/27/15
Date

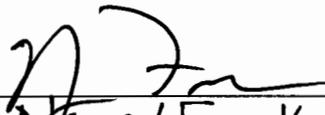

Name: Nancy Frank
Title: Executive Director

Exhibit G

Contractor Initials NF

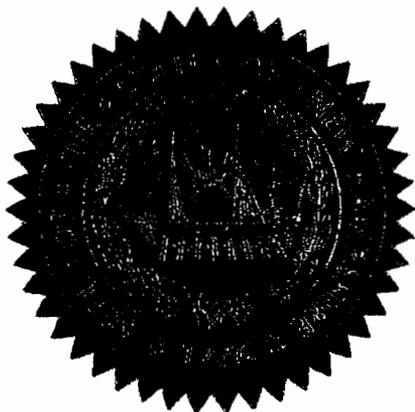
Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 5/27/15

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 8th day of May A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am the duly elected Vice 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 10, 2015;

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 contracts 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 April 10, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice President of the North Country Health Consortium this 27th day of May, 2015.



Edward Shanshala, Vice President

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 27th day of May, 2015 by Edward 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)
1/27/2015

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@gms-ins.com
INSURED North Country Health Consortium Inc 262 Cottage Street, Suite 230 Littleton NH 03561	INSURER(S) AFFORDING COVERAGE INSURER A: Acadia Insurance Company NAIC # 31325 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1512705975 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			CPA 0238922 17	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAA0238923-17	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist property \$ 25,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			CUA 5178194-11	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCA0277380-16	1/1/2015	1/1/2016	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 100,000 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 Roxie Severance, Tony Poekert & Ed Shanshala
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



NORTH COUNTRY HEALTH CONSORTIUM

Mission Statement

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

A.M. PEISCH & COMPANY, LLP

**NORTH COUNTRY HEALTH
CONSORTIUM, INC. AND SUBSIDIARY**

CONSOLIDATED FINANCIAL STATEMENTS

SEPTEMBER 30, 2014 AND 2013



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A.M. PEISCH & COMPANY, LLP

CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of North Country Health Consortium, Inc. (a nonprofit organization) and Subsidiary, which comprise the consolidated statements of financial position as of September 30, 2014 and 2013, and the related consolidated statements of activities and changes in net assets, functional expenses, 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 consolidated 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 consolidated 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 consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated financial statements.

- 1 -

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 consolidated financial statements referred to above present fairly, in all material respects, the financial position of North Country Health Consortium, Inc. and Subsidiary as of September 30, 2014 and 2013 with accounting principles generally accepted in the United States of America.

Other Matter

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Nonprofit Organizations*, is presented for purposes of additional analysis and is not a required part of the consolidated 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 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated 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 consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 24, 2015, on our consideration of North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting and compliance.



St. Johnsbury, Vermont
February 24, 2015
VT Reg. No. 92-0000102

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2014 AND 2013

ASSETS	2014	2013
Current Assets		
Cash and cash equivalents	\$ 835,671	\$ 635,585
Accounts receivable, net:		
Grants and contracts	155,441	166,347
Dental services	749	2,826
Certificates of deposit	87,420	85,336
Prepaid expenses	12,245	7,992
Restricted cash - ACO	199,144	254,784
Total Current Assets	<u>1,290,670</u>	<u>1,152,870</u>
Property and Equipment:		
Computers and equipment	61,777	82,955
Dental equipment	64,638	57,081
Furnitures and fixtures	32,257	32,257
Vehicles	18,677	4,000
Accumulated depreciation	(123,965)	(130,098)
Property and equipment, net	<u>53,384</u>	<u>46,195</u>
Total Assets	<u>\$ 1,344,054</u>	<u>\$ 1,199,065</u>
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 19,061	\$ 43,248
Accrued expenses	26,886	3,346
Accrued wages and related liabilities	71,098	55,109
Cash held in trust - ACO	-	120,931
Deferred revenue	232,862	199,617
Deferred revenue - ACO	199,144	133,853
Total Current Liabilities	<u>549,051</u>	<u>556,104</u>
Total Liabilities	<u>549,051</u>	<u>556,104</u>
NET ASSETS		
Unrestricted	<u>795,003</u>	<u>642,961</u>
Total Net Assets	<u>795,003</u>	<u>642,961</u>
Total Liabilities and Net Assets	<u>\$ 1,344,054</u>	<u>\$ 1,199,065</u>

See accompanying notes.

**NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2014 AND 2013**

	2014	2013
Support:		
Grant and contract revenue	<u>\$ 1,604,842</u>	<u>\$ 1,277,583</u>
Revenue:		
Dental patient revenue	104,353	98,203
Fees for programs and services	224,760	251,622
Interest income	15,662	3,534
Other income	7,360	-
Gain (loss) on sale of property and equipment	(1,500)	5,456
Donated assets	9,000	-
Total Revenue	<u>359,635</u>	<u>358,815</u>
Total Support and Revenue	<u>1,964,477</u>	<u>1,636,398</u>
Program Expenses:		
Workforce	311,601	418,788
Public health	171,118	186,754
Molar	508,603	230,569
CSAP	456,306	369,715
North Country ACO	154,431	152,466
Total Program Expenses	<u>1,602,059</u>	<u>1,358,292</u>
Management and general	<u>210,376</u>	<u>161,851</u>
Total Expenses	<u>1,812,435</u>	<u>1,520,143</u>
Change in net assets	152,042	116,255
NET ASSETS, beginning of the year	<u>642,961</u>	<u>526,706</u>
NET ASSETS, end of year	<u><u>\$ 795,003</u></u>	<u><u>\$ 642,961</u></u>

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2014

	Workforce	Public Health	Molar	CSAP	North Country ACO	Total Program	Management & General	Total
Personnel:								
Salaries	\$ 166,830	\$ 63,238	\$ 221,184	\$ 166,227	\$ 84,411	\$ 701,890	\$ 107,165	\$ 809,055
Payroll taxes and employee benefits	30,591	14,514	44,790	33,293	19,134	142,322	21,238	163,560
Subtotal	197,421	77,752	265,974	199,520	103,545	844,212	128,403	972,615
Site Expenses:								
Computer supplies	3,572	1,917	7,304	4,185	2,642	19,620	3,131	22,751
Medical and pharmacy supplies	54,814	69,406	182,257	104,667	82	411,226	552	411,778
Office supplies	12,033	5,605	5,751	20,072	1,285	44,746	4,452	49,198
Subtotal	70,419	76,928	195,312	128,924	4,009	475,592	8,135	483,727
General:								
Bad debt (recovery)	-	-	(3,365)	-	-	(3,365)	(1,695)	(5,060)
Depreciation	-	-	4,650	-	-	4,650	11,615	16,265
Dues and memberships	310	-	235	-	23	568	6,860	7,428
Education and training	3,658	105	2,731	1,481	1,485	9,460	5,654	15,114
Dental equipment	-	-	1,199	-	-	1,199	1,192	2,391
Equipment and maintenance	-	-	670	50	-	720	195	915
Rent and occupancy	9,356	3,945	13,237	9,535	4,695	40,768	18,904	59,672
Insurance	581	760	1,291	698	405	3,735	3,936	7,671
Miscellaneous	8,978	-	2,439	6,960	-	18,377	1,085	19,462
Data collection contract	-	-	-	-	26,662	26,662	-	26,662
Payroll processing fees	-	-	-	-	-	-	3,788	3,788
Postage	374	207	812	441	302	2,136	486	2,622
Printing	1,392	771	3,609	1,062	663	7,497	1,188	8,685
Professional fees	3,504	2,051	5,560	5,598	4,039	20,752	12,895	33,647
Training fees and supplies	6,438	290	752	79,769	-	87,249	3,079	90,328
Travel	8,594	7,243	6,325	20,871	8,222	51,255	4,125	55,380
Telephone	576	1,066	2,929	1,397	381	6,349	531	6,880
Vehicle expense	-	-	4,243	-	-	4,243	-	4,243
Subtotal	43,761	16,438	47,317	127,862	46,877	282,255	73,838	356,093
Total expenses	\$ 311,601	\$ 171,118	\$ 508,603	\$ 456,306	\$ 154,431	\$ 1,602,059	\$ 210,376	\$ 1,812,435

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2013

	Workforce	Public Health	Molar	CSAP	North Country ACO	Total Program	Management & General	Total
Personnel:								
Salaries	\$ 195,561	\$ 71,449	\$ 106,443	\$ 136,853	\$ 85,319	\$ 595,625	\$ 49,704	\$ 645,329
Payroll taxes and employee benefits	36,711	14,232	21,417	26,982	16,950	116,292	8,854	125,146
Subtotal	<u>232,272</u>	<u>85,681</u>	<u>127,860</u>	<u>163,835</u>	<u>102,269</u>	<u>711,917</u>	<u>58,558</u>	<u>770,475</u>
Site Expenses:								
Computer supplies	6,884	2,124	4,582	4,037	2,695	20,322	1,248	21,570
Medical and pharmacy supplies	51,137	74,371	60,588	110,357	-	296,453	1,443	297,896
Office supplies	6,727	5,704	2,565	7,592	1,317	23,905	2,099	26,004
Subtotal	<u>64,748</u>	<u>82,199</u>	<u>67,735</u>	<u>121,986</u>	<u>4,012</u>	<u>340,680</u>	<u>4,790</u>	<u>345,470</u>
General:								
Bad debt (recovery)	-	-	7,565	-	-	7,565	(220)	7,345
Depreciation	-	-	5,065	-	-	5,065	9,861	14,926
Dues and memberships	3,988	1,417	120	1,032	218	6,775	3,063	9,838
Education and training	2,718	785	2,826	2,138	3,290	11,757	6,956	18,713
Equipment	2,551	-	1,620	-	-	4,171	-	4,171
Rent, housing, and occupancy	2,979	784	1,828	2,045	1,241	8,877	55,640	64,517
Insurance	866	683	600	675	401	3,225	3,998	7,223
Miscellaneous	-	-	(990)	-	-	(990)	3,569	2,579
Data collection contract	-	-	-	-	28,688	28,688	-	28,688
Payroll processing fees	-	-	-	-	-	-	3,882	3,882
Postage	1,094	403	442	531	382	2,852	170	3,022
Printing	2,951	474	189	188	70	3,872	51	3,923
Professional fees	13,307	4,085	6,927	7,966	8,049	40,334	8,446	48,780
Training fees and supplies	81,167	3,265	508	53,086	136	138,162	1,007	139,169
Travel	8,441	5,815	2,408	14,796	3,268	34,728	1,726	36,454
Telephone	1,706	1,163	1,552	1,437	442	6,300	354	6,654
Vehicle expense	-	-	4,314	-	-	4,314	-	4,314
Subtotal	<u>121,768</u>	<u>18,874</u>	<u>34,974</u>	<u>83,894</u>	<u>46,185</u>	<u>305,695</u>	<u>98,503</u>	<u>404,198</u>
Total expenses	\$ 418,788	\$ 186,754	\$ 230,569	\$ 369,715	\$ 152,466	\$ 1,358,292	\$ 161,851	\$ 1,520,143

See accompanying notes.

**NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2014 AND 2013**

	2014	2013
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 152,042	\$ 116,255
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	16,265	14,926
Bad debt expense (recovery)	(5,060)	7,345
(Gain)/loss on sale of property and equipment	1,500	(5,456)
(Increase) decrease in operating assets:		
Accounts receivable - Grants and contracts	10,906	8,153
Accounts receivable - Dental services	7,137	(6,354)
Prepaid expenses	(4,253)	(884)
Restricted cash - ACO	55,640	34,588
Increase (decrease) in operating liabilities:		
Accounts payable	(24,187)	14,265
Accrued expenses	23,540	(23,775)
Accrued wages	15,989	2,242
Cash in trust - ACO	(120,931)	45,343
Deferred revenue	33,245	(36,906)
Deferred revenue - ACO	65,291	(79,931)
Net cash provided by operating activities	227,124	89,811
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of certificates of deposit	(26,391)	(26,226)
Maturities of certificates of deposit	24,307	24,166
Purchases of property and equipment	(26,235)	(17,781)
Proceeds from sale of property and equipment	1,281	5,500
Net cash used by investing activities	(27,038)	(14,341)
Net increase in cash and cash equivalents	200,086	75,470
Beginning cash and cash equivalents	635,585	560,115
Ending cash and cash equivalents	\$ 835,671	\$ 635,585

See accompanying notes.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Nature of Activities and Summary of Significant Accounting Policies

Nature of activities

North Country Health Consortium, Inc. and Subsidiary (NCHC) (the Organization) is a not-for-profit health center chartered under the laws of the State of New Hampshire. The Organization's mission is to lead innovative collaboration to improve the health status of the region. NCHC is engaged in promoting and facilitating access to services and programs that improve the health status of the area population, provide health training and educational opportunities for healthcare purposes, and provide region-wide dental services for an underserved and uninsured residents.

The Organization's wholly owned subsidiary, North Country ACO (the ACO) is a non-profit 501(c)(3) charitable corporation formed in December 2011. This entity was formed as an accountable care organization (ACO) with its purpose to support the programs and activities of the ACO participants to improve the overall health of their respective populations and communities. North Country ACO members participate in the Medicare Shared Savings Program to pay for services to Medicare beneficiaries. North Country ACO performs administration and manages the distribution of funds to participants using a patient based model. Medicare payments ceased as of June 30, 2014 and the board elected to redirect the remaining funds to support the core operations of the ACO through December 31, 2015.

The Organization's primary programs are as follows:

Network and Workforce Activities – To provide workforce education programs and promote oral health initiatives for the Organization's dental services.

State Activities – To conduct community substance abuse prevention activities, coordination of public health networks, and promote community emergency response plan.

Dental Services – To sustain a program offering oral health services for children and low income adults in Northern New Hampshire.

Following is a summary of the significant accounting policies used in the preparation of these consolidated financial statements.

Principles of consolidation

The accompanying consolidated financial statements include the accounts of North Country Health Consortium, Inc. and its wholly owned subsidiary, North Country ACO. All significant inter-company transactions and balances have been eliminated in consolidation.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Use of estimates

In preparing the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentration of risk

The Organization's operations are affected by various risk factors, including credit risk and risk from geographic concentration and concentrations of funding sources. Management attempts to manage risk by obtaining and maintaining revenue funding from a variety of sources. A substantial portion of the Organization's activities are funded through grants and contracts with private and federal and state agencies. As a result, the Organization may be vulnerable to the consequences of change in the availability of funding sources and economic policies at the agency level. The Organization generally does not require collateral to secure its receivables.

Revenue recognition

Below are the revenue recognition policies of the Organization:

Dental Patient Revenue

Dental services are recorded as revenue within the fiscal year related to the service period.

Grant and Contract Revenue

Grants and contracts are recorded as revenue in the period they are earned by satisfaction of grant or contract requirements.

Fees for Programs and Services

Fees for programs and services are recorded as revenue in the period the related services were performed.

Agency transactions

North Country ACO receives funding from Medicare that is collected and subsequently disbursed to member health centers.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

For the first nine months of the year ended September 30, 2014, Medicare provided funds of \$5.13 per month per qualifying patient for each member health center. Funding expired as of June 30, 2014. For the first six months of the year ended September 30, 2013, Medicare provided funds of \$8 per month per qualifying patient for each member health care center. For the last six months of the year, ended September 30, 2013, Medicare provided funds of \$5.13 per month per qualifying patient for each member health care center. Amounts received aggregated \$268,386 and \$457,849 as of September 30, 2014 and September 30, 2013, respectively.

For the year ended September 30, 2014, \$6 per month per qualifying patient was disbursed to the member health care centers through June 30, 2014 for a total disbursement of \$309,528. The difference between what was paid to the centers and what was received came out of deferred revenue. For the year ended September 30, 2013, \$6 per month per qualifying patient was disbursed to the member health care centers for a total disbursement amount of \$412,704. The payments of \$309,528 and \$412,704 and the related cash receipts are classified as agency transactions as they arose from the collection of cash for the benefit of another party and, therefore, are not recorded as revenue or expenses on the Organization's books.

Cash and cash equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

Restricted cash - ACO

Restricted cash – ACO consists of advanced funding received from Medicare to be used as follows:

2014	2013	
\$ -	\$ 120,931	Development of the administrative and financial infrastructure of North Country ACO
199,144	133,853	Develop systems to improve care coordination, technical improvements, data collection coordination, and promote cost savings
<u>\$ 199,144</u>	<u>\$ 254,784</u>	

Accounts receivable

The Organization has receivable balances due from dental services provided to individuals and from grants and contracts received from federal, state, and private agencies.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Management reviews the receivable balances for collectability and records an allowance for doubtful accounts based on historical information, estimated contractual adjustments, and current economic trends. Management considers the individual circumstance when determining the collectability of past due amounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to earnings and a credit to accounts receivable. Any collection fees or related costs are expensed in the year incurred. The Organization recorded an allowance for doubtful accounts for dental service of \$4,200 and \$9,260 as of September 30, 2014 and 2013, and an allowance for doubtful accounts for grants and contracts of \$0 as of September 30, 2014 and 2013. The Organization does not charge interest on its past due accounts, and collateral is generally not required.

Property and equipment

Property and equipment is stated at cost less accumulated depreciation. The Organization generally capitalizes property and equipment with an estimated useful life in excess of one year and amounts over \$2,500. Lesser amounts are generally expensed. Purchased property and equipment is capitalized at cost.

Property and equipment are depreciated using the straight-line method using the following ranges of estimated useful lives:

Computers and Equipment	3-7 years
Dental equipment	5-7 years
Furniture and fixtures	7 years
Vehicles	7 years

Depreciation expense totaled \$16,265 and \$14,926 for the years ended September 30, 2014 and 2013, respectively.

Certificates of deposit

The Organization has three certificates of deposit with two financial institutions. These certificates carry original terms of 12 months to 60 months, have interest rates ranging from 0.25% to 3.2%, and mature at various dates through June 2015. All certificates are fully insured by the FDIC.

Deferred revenue

Deferred revenue is related to advance payments on grants or advance billings relative to anticipated expenses or events in future periods. The revenue is realized when the expenses are incurred or as services are provided in the period earned.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Deferred revenue – ACO

Deferred revenue – ACO consists of monies received from Medicare that are applicable to initial funding that are to be used for the purpose of the ACO infrastructure and administration. Revenue is to be recognized as qualified costs are incurred.

Cash held in trust – ACO

Cash held in trust – ACO consists of a portion of the monthly Medicare per patient payment received but not yet disbursed to the member health care centers.

Net assets

The Organization is required to report information regarding its financial position and activity according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets – consist of unrestricted amounts that are available for use in carrying out the mission of the Organization.

Temporarily restricted net assets – consist of those amounts that are donor restricted for a specific purpose. When a donor restriction expires, either by the passage of a stipulated time restriction or by the accomplishment of a specific purpose restriction, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization has elected, however, to show those restricted contributions whose restrictions are met in the same reporting period as they are received as unrestricted support. The Organization had no temporarily restricted net assets at September 30, 2014 and 2013.

Permanently restricted net assets – result from contributions from donors who place restrictions on the use of donated funds mandating that the original principal remain invested in perpetuity. The Organization had no permanently restricted net assets at September 30, 2014 and 2013.

Income taxes

The Organization and the ACO are exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and are not classified as private foundations. FASB ASC 740-10 prescribes a recognition threshold and measurement attributable for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. The Organization is not aware of any such uncertain tax positions.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Functional expenses

The costs of providing the various programs and activities have been summarized on a functional basis in the Statement of Activities. Expenses are charged to programs based on direct expenses incurred and certain costs, including salaries and fringe benefits, are allocated to the programs and supporting services based upon related utilization and benefit.

Note 2. Cash Concentrations

The Organization maintains bank account balances which, at times, may exceed federally insured limits. The Organization has not experienced any losses with these accounts, and management believes the Organization is not exposed to significant credit risk on cash as of September 30, 2014 and 2013.

The Organization attempts to manage credit risk relative to cash concentrations by utilizing "sweep" accounts. The Organization maintains ICS Sweep accounts that invest cash balances in other financial institutions at amounts that do not exceed FDIC insurable limits. All cash at these institutions is held in interest-bearing money market accounts. Interest rates on these balances were 15% as of September 30, 2014.

Note 3. Operating Leases

The Organization leases office space in Littleton, NH under a three year operating lease that expired in April 2017. The Organization has the option to renew the lease for two additional years.

Future minimum rental payments under lease commitments are as follows:

Year Ended September 30,	
2015	\$ 55,983
2016	57,663
2017	34,218
Thereafter	<u>-</u>
	<u>\$ 147,864</u>

Lease expense for the aforementioned leases was \$57,534 and \$62,921 for the years ended September 30, 2014 and 2013, respectively.

Note 4. Related Party Transactions

A majority of the Organization's members and the Organization are also members of a Limited Liability Company. There were no transactions between the Limited Liability Company and the Organization's members in 2014 and 2013.

Office space in Berlin, NH was leased from an organization related by common control. The lease expired September 30, 2013 and was not renewed. Lease payments paid to the related party were \$8,700 for the year ended September 30, 2013.

The Organization contracts various services from other organizations of which members of management of these other organizations may also be board members of North Country Health Consortium, Inc. and Subsidiary. Amounts paid to these organizations were \$214,401 and \$114,993 for the years ended September 30, 2014 and 2013, respectively.

Note 5. Retirement Plan

The Organization offers a defined contribution savings and investment plan (the Plan) under section 403(b) of the Internal Revenue Code. The Plan is available to all employees who are 21 years of age or older. There is no service requirement to participate in the Plan. Employee contributions are permitted and are subject to IRS limitations. Monthly employer contributions are \$50 for each part-time employee and \$100 for each full-time employee. Employer contributions for the years ended September 30, 2014 and 2013 were \$16,436 and \$12,600, respectively.

Note 6. Commitment and Contingencies

The Organization receives a significant portion of its support from various funding sources. Expenditure of these funds requires compliance with terms and conditions specified in the related contracts and agreements. These expenditures are subject to audit by the contracting agencies. Any disallowed expenditures would become a liability of the Organization requiring repayment to the funding sources. Liabilities resulting from these audits, if any, will be recorded in the period in which the liability is ascertained.

Note 7. Federal Reports

Additional reports, required by *Government Auditing Standards* and the OMB Circular A-133, including the Schedule of Expenditures of Federal Awards, are included in the supplements to this report.

Note 8. Subsequent Events

The Organization has evaluated subsequent events through February 24, 2015, the date the financial statements were available to be issued.

A.M. PEISCH & COMPANY, LLP

**NORTH COUNTRY HEALTH
CONSORTIUM, INC. AND SUBSIDIARY**

ADDITIONAL REQUIRED REPORTS

SEPTEMBER 30, 2014

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NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2014**

Federal Grantor/Pass through Grantor/Program Title	Federal CFDA Number	Federal Expenditures
U.S Department of Health and Human Services		
<i>Direct Programs:</i>		
Rural Health Care Services Outreach Program	93.912	\$ 191,685
Quality Improvement	93.912	<u>165,384</u>
		<u>357,069</u>
<i>Passed through the State of New Hampshire:</i>		
Public Health Emergency Preparedness	93.069	<u>151,614</u>
Prevention and Treatment of Substance Abuse	93.959	<u>70,957</u>
Immunization Cooperative Agreements	93.268	<u>8,086</u>
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	<u>150,785</u>
<i>Passed through the New Hampshire Health Plan:</i>		
State Planning and Establishment for the Affordable Care Act	93.525	<u>164,877</u>
<i>Passed through the Bi-State Primary Care Association:</i>		
PPHF Cooperative Agreement to Support Navigators in Federally- facilitated and State Partnership Exchanges	93.750	<u>126,291</u>
Grants to States to Support Oral Health Workforce Activities	93.236	<u>14,364</u>
<i>Passed through the University of Dartmouth Area Health Education Center:</i>		
Public Health Training Centers	93.249	<u>45,659</u>
Area Health Education Centers	93.107	<u>76,791</u>
<i>Passed through Southern NH Area Health Education Center:</i>		
Chronic Disease Self Management Program - ARRA	93.189	<u>10,458</u>
<i>Passed through the National Association of County and City Medical Reserve Corps</i>		
	93.008	8,911
<i>Passed through the JSI Research & Training Institute:</i>		
Medical Reserve Corps	93.008	<u>10,000</u>
Total Medical Reserve Corps		<u>18,911</u>
Total Expenditures of Federal Awards		<u>\$ 1,195,862</u>

See accompanying notes to schedule of expenditures of federal awards.

**NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2014**

Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards presents the activity of all federal financial assistance and federal cost-reimbursement contracts of North Country Health Consortium, Inc. and Subsidiary (the Organization). The Organization receives federal awards directly and indirectly through pass-through entities.

Federal program expenditures included in the accompanying schedules are presented on the accrual basis of accounting. The information on this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-profit Organizations*.

A.M. PEISCH & COMPANY, LLP

CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary (the Organization) (a New Hampshire nonprofit organization) which comprise the consolidated statement of financial position as of September 30, 2014, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated February 24, 2015.

Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of North Country Health Consortium, Inc. and Subsidiary's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether North Country Health Consortium, Inc. and Subsidiary's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "A.M. Resch and Company, LLP". The signature is written in a cursive, flowing style.

St. Johnsbury, Vermont
February 24, 2015
VT Reg. No. 92-0000102

A.M. PEISCH & COMPANY, LLP

CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary

Report on Compliance for Each Major Federal Program

We have audited North Country Health Consortium, Inc. and Subsidiary's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of North Country Health Consortium, Inc. and Subsidiary's major federal programs for the year ended September 30, 2014. North Country Health Consortium, Inc. and Subsidiary's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirement of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of North Country Health Consortium, Inc. and Subsidiary's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about North Country Health Consortium, Inc. and Subsidiary's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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(802) 654-7255

27 Center Street
PO Box 326
Rutland, VT 05702
(802) 773-2721

1020 Memorial Drive
St. Johnsbury, VT 05819
(802) 748-5654

181 North Main Street
St. Albans, VT 05478
(802) 527-0505

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of North Country Health Consortium, Inc. and Subsidiary's compliance.

Opinion on Each Major Federal Program

In our opinion, North Country Health Consortium, Inc. and Subsidiary complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2014.

Report on Internal Control Over Compliance

Management of North Country Health Consortium, Inc. and Subsidiary is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered North Country Health Consortium, Inc. and Subsidiary's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of North Country Health Consortium, Inc. and Subsidiary's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

A.M. Resch and Company, LLP

St. Johnsbury, Vermont
February 24, 2015
VT Reg. No. 92-0000102

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2014

A. SUMMARY OF AUDIT RESULTS

1. The auditor's report expresses an unmodified opinion on the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary.
2. No material weakness or significant deficiencies relating to the audit of the financial statements of North Country Health Consortium, Inc. and Subsidiary are reported in the Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Governmental Auditing Standards*.
3. No instances of noncompliance material to the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No material weakness or significant deficiencies relating to internal control over compliance for major federal award programs are reported in the Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by OMB Circular A-133.
5. The auditor's report on compliance for the major federal award programs for North Country Health Consortium, Inc. and Subsidiary expresses an unmodified opinion on the major federal programs.
6. There were no audit findings that are required to be reported in this schedule in accordance with Section 510(a)(3) or (4) of OMB Circular A-133.
7. The program tested as a major program was U.S. Department of Health and Human Services – Rural Health Care Services and Quality Improvement (CFDA Number 93.912).
8. The threshold for distinguishing Types A and B programs was \$300,000.
9. North Country Health Consortium, Inc. and Subsidiary was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENT AUDIT

There were no reported findings related to the audit of the financial statements for the year ended September 30, 2014.

C. FINDINGS AND QUESTIONED COSTS – AUDIT OF MAJOR FEDERAL AWARD PROGRAMS

There were no reported findings related to the audit of the federal program for the year ended September 30, 2014.

**NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED SEPTEMBER 30, 2014**

**2013 and 2012 FINDINGS AND QUESTIONED COSTS – AUDIT OF MAJOR FEDERAL
AWARD PROGRAMS**

2013 Finding:

There were no reported findings related to the audit of the federal program for the year ended September 30, 2013.

2012 Finding:

There were no reported findings related to the audit of the federal program for the year ended September 30, 2012.



**Board of Directors
2014 - 2015**

Officers:

Elaine	Bussey	President
Edward	Shanshala	Vice President
Maria	Ryan	Treasurer
Kristina	Fjeld-Sparks	Secretary
Charlie	Cottom	Asst. Secretary

Directors:

Sharon Beaty
Nancy Bishop
Jonathar Brown
Gail Clark
Michael Coughlin
Rob Darling
Kenneth Gordon
Scott Howe
Russell Keene
Tony Poekert
Roxie Severance
Margo Sullivan
Warren West

FRANCINE C. MORGAN

EDUCATION: Master of Business Administration in Human Resources (MBA/HRM), April 2008
University of Phoenix Online, Phoenix AZ
B.S. in Hospitality Management, May 1997
University of New Hampshire, Durham NH

**WORK
EXPERIENCE:**

Senior Program Manager

North Country Health Consortium, Littleton NH (Oct. 2013 – present)

- Health access responsibilities including management and coordination of the ACA Health Insurance Marketplace Enrollment and Outreach initiatives for Northern NH
- Responsible for assessing, interpreting and incorporating new and revised regulatory and government contract requirements into operations
- Develop and manage grant and program budgets in conjunction with Finance Director
- Coordination and collaboration for projects as needed, such as project management consulting for Ammonoosuc Community Health Services, Federally Qualified Health Center (FQHC) Dental & Oral Health Center in Littleton, NH

The Molar Express, Oral Health Program Manager

North Country Health Consortium, Littleton NH (June 2012 – present)

- Direct management and supervision of department administrative and clinical staff including timekeeping and scheduling, interviewing, training, planning, performance appraisal, discipline, problem solving and conflict resolution
- Implementation updates of Softdent EMR practice management software for dental clinic including administration of providers, users and clinical set up of paperless environment
- Provide leadership in the development and implementation of clinic policies and procedures
- Ensure compliance with standards, laws, and regulations with respect to the appropriate overseeing agencies
- Coordinate and design marketing, public relations, community outreach and oral health education activities for The Molar Express on behalf of the North Country Health Consortium
- Collects and compiles statistical clinic and patient data as needed for grant development and other reporting requirements
- Assists with development of grants as required and reporting to funding agencies
- Monitors established programmatic budgets and subcontracts

Area Health Education Center (AHEC) Program Coordinator

North Country Health Consortium, Littleton NH (Aug. 2010 – June 2012)

- Plans, implements, coordinates and evaluates health careers activities designed to stimulate interest in health career professions, community education trainings, and other wellness programming
- Assists with data collection and tracking of program offerings
- Assists in identifying collaborative activities with other Consortium projects and partners
- Assists with development of grants as required and reporting to funding agencies
- Monitors established programmatic budgets and subcontracts

Adjunct Faculty, Granite State College, Conway NH (Jan. 2010 – 2012)

- Teach advanced business courses in Diversity Management, Conflict Management and other business and human resources related content

Human Resources Rep., Kendal at Hanover, Hanover NH (June 2005 – Jan. 2008)

- Training and consulting services on a per diem basis

FRANCINE C. MORGAN

(Resume, continued)

WORK

EXPERIENCE:

Human Resources Rep., Kendal at Hanover, Hanover NH (Sept. 2001- June 2005)

- Management of employee relations for 250+ employees
- Executed performance management through job descriptions and a strategically aligned broad band compensation structure
- Responsible for market wage analysis and appropriate measures to prevent compression issues
- Planned, organized and executed New Hire Orientation in compliance with all state and federal requirements
- ServSafe food safety instructor, sexual harassment, coaching and counseling training
- HealthStream facility administrator- computer and web-based teaching and testing software
- Ensured compliance with DOL, OSHA, ADA, HIPAA, FMLA, EEOC, and COBRA labor laws
- Also provided recruiting, recordkeeping, payroll, and benefit support

Senior Event Manager, Boston Marriott Copley Place, Boston MA (June 1999- June 2001)

- Managed complex conventions along with all Event Management responsibilities
- Handled conventions from 200-3000+ attendees

Event Manager, Boston Marriott Copley Place, Boston MA (Apr. 1998- June 1999)

- Coordinated all details for a customer's conference and integrate teams to carry out events
- Handled groups and conventions from 2-200 attendees
- Ensured proper group rooms and catering cost forecasting to maximize usage and profitability

Assistant Banquet Manager, Boston Marriott Copley Place, Boston MA

- Expedited banquet functions from 2 to 2,500 people and 60+ staff (Aug. 1997-Apr. 1998)
- Responsible for staff attendance records, progressive discipline, staff reviews

CERTIFICATION: **Certified Application Counselor:** Health Insurance Marketplace (October 2013)

Chronic Disease Self-Management Program Leader: Stanford University in collaboration with the NH Chronic Disease Self Management Program Network (March 2011)

Plant-based Nutrition: eCornell and T. Collin Campbell Foundation (Feb. 2012)

COMPUTER:

Robust computer skills including all Microsoft Office Products, Softdent Electronic Dental Records, Ceridian Human Resource Information System (HRIS) and payroll systems, iWeb website design, Blackboard

LANGUAGE

SKILLS:

Fluent in French, competent in Spanish

PROFESSIONAL

AFFILIATION:

Society for Human Resource Management (SHRM)

Professional in Human Resources (PHR) certification exam

Andrew Charles Brown
28 Central Street Apt 1
Woodsville, NH, 03785
(603) 747-3746

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 SPF-SIG Program Specialist – North Country Health Consortium
*Plans, coordinates and manages the use of data, communications and reporting tools and systems to meet the SPF-SIG program strategic objectives.
*Works with SPF-SIG coordinator to evaluate 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

Sean Patrick O'Brien

28 Merrill Street~Plymouth, NH 03264

Email: sobrien@lin-wood.org

(603)-236-9227

~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

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: NORTH COUNTRY HEALTH CONSORTIUM

Name of Program: NH Strategic Prevention Framework Partnership for Success II

Francine Morgan	Program Manager	\$63,804	5.00%
Drew Brown	Program Coordinator	\$57,424	5.00%
Sean O'Brien	Program Coordinator	\$52,663	52.12%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			

Francine Morgan	Program Manager	\$64,272	5.00%
Drew Brown	Program Coordinator	\$57,845	5.00%
Sean O'Brien	Program Coordinator	\$53,046	21.75%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			



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

Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 27, 2014

G&C Approved

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

Date 6/18/14
 Item # 102

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to amend existing Agreements with multiple vendors 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.

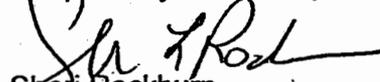
The vendors were selected through a competitive bid process. A Request for Proposals was posted on the Department's web site on February 27, 2013. A total of 5 proposals were received as a result of the Request for Proposals. The evaluation committee who reviewed the proposals recommended awarding agreements to all five vendors.

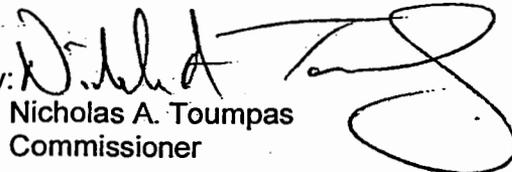
Areas served: Middle school students, high school students and the communities served by:
Woodsville High School;
Groveton High School;
White Mountain Regional High School;
Profile High School;
Merrimack Valley High and Middle Schools; and
Pittsfield Middle and Elementary School;

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



New Hampshire Department of Health and Human Services
NH 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 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

Michael 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	\$ 103,000.00	\$ 2,030.00	\$ 105,030.00	\$ 12,803.50

Indirect As A Percent of Direct 10.0%

NOTE: Minimum match funding per section 4.1 of RFP

Contractors Initials: n7
Date: 5/21/14



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

G&C Approved

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

Date 6/19/13
 Item # 135A

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

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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.

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

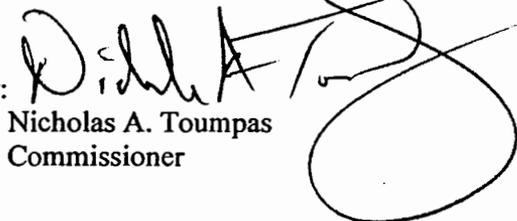
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

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

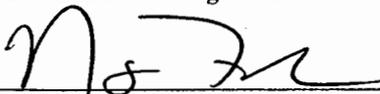
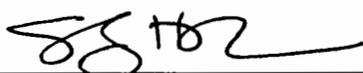
Subject: NH Strategic Prevention Framework Partnership for Success II

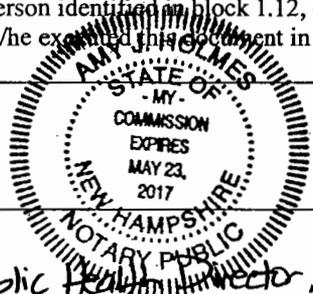
AGREEMENT

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 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 Public 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 A. Rollins 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. Derrick, Attorney General On: <u>7 Jun. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			





Scope of Services

1. General Provisions

- A) The Contractor is responsible for compliance with all relevant state and federal laws.
- 1) Special attention is called to the following statutory responsibilities:
 - 2) Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.
 - 3) All services provided pursuant to this Agreement shall be subject to the most current proposed or formalized rules and regulations promulgated by the 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.



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 with in 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. 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 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 Incremental	Indirect Fixed	Total	Match Funding	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 39,394.00	\$ -	\$ 39,394.00	\$ 9,848.50	
2. Employee Benefits	\$ 11,818.00	\$ -	\$ 11,818.00	\$ 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	\$ -	\$ 1,364.00	\$ -	
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

Contractor Initials 97
Date 6/5/13

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

Line Item	Direct Incremental	Indirect Costs	Total	Matched Funding	Allocation Method/ Indirect/Total Cost
1. Total Salary/Wages	\$ 40,576.00	\$ -	\$ 40,576.00	\$ 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	\$ 6,036.00	\$ -	\$ 6,036.00	\$ -	
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	\$ 2,060.00	\$ -	\$ 2,060.00	\$ -	
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	\$ 140,646.20	\$ -	\$ 140,646.20	\$ 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

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.

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.



**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the NH Strategic Prevention Framework Partnership for Success Contract**

This third Amendment to the NH Strategic Prevention Framework Partnership for Success contract (hereinafter referred to as "Amendment #3") dated May 22, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Second Start, (hereinafter referred to as "the Contractor"), 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, and amended on June 18, 2014, Item # 102, and on March 27, 2015 by the Attorney General's Office, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Department and the Contractor agree to extend the program by fifteen (15) months and increase the price limitation; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: September 30, 2016.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$202,000.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Eric Borrin, Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, to read: (603) 271-9558.
5. Delete in its entirety, Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
6. Delete in its entirety, Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
7. Add Exhibits B-3 and B-4.
8. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
9. Amend Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification, by extending the end date to September 30, 2016.
10. Amend Standard Exhibit E, Certification Regarding Lobbying, Contract Period, by extending the end date to September 30, 2016.
11. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.



New Hampshire Department of Health and Human Services
NH 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,

State of New Hampshire
Department of Health and Human Services

6/2/15
Date

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

June 1, 2015
Date

Second Start James B. Snodgrass
JAMES B. SNOGRASS
NAME
TITLE EXECUTIVE DIRECTOR

Acknowledgement:

State of NH, County of Merrimack on 6/1/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Sarah Hunewill, Administrative Assistant
Name and Title of Notary or Justice of the Peace

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

My Commission Expires: _____



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

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

OFFICE OF THE ATTORNEY GENERAL

Date 6/10/15

Name: [Signature]
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

Contractor Initials: [Signature]
Date: 6/1/15



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.

[Handwritten Signature]
Date 6/1/15



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 with in 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. 7th 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.

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

[Handwritten Signature]
Date 6/1/15



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

Exhibit A Amendment #1

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 work with the NH Bureau of Drug and Alcohol Services and NH Center for Excellence to plan for a community level release of the 2015 Youth Risk Behavior Survey 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:
 - 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.

Exhibit A Amendment #1

Contractor Initials

[Handwritten Signature]
Date 6/1/15



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A, Scope of Services as follows:
 - 2.1. 93.243 United States Department of Health and Human Services, Substance Abuse and mental Health Services Administration, Strategic Prevention Framework Partnership for Success II Grant
 - 2.2. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. Payment for contracted services will be made cost reimbursement basis only, for allowable expenses, in accordance with Exhibit B-1 Amendment #1, Exhibit B-~~2~~³ and Exhibit B-~~3~~⁴.
4. 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
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment, limited to the budgets, Exhibit B-1 Amendment #1, Exhibit B-~~2~~³ and Exhibit B-~~3~~⁴, to adjust amounts within the budgets and 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.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

**New Hampshire Department of Health and Human Services
BUDGET FORM**

Bidder/Program Name: Second Start

Budget Request for: Student Assistance Program
Name of Program

Budget Period: SFY 2016 (Jul 1, 2015 to Jun 30, 2016)

Line Item	Direct Incremental	Indirect Fixed	Total	Match funding
1. Total Salary/Wages	58,905.00	-	58,905.00	-
2. Employee Benefits	9,828.00	-	9,828.00	-
3. Consultants	-	-	-	-
4. Equipment:	-	-	-	-
Rental	-	-	-	-
Repair and Maintenance	-	-	-	-
Purchase/Depreciation	-	-	-	-
5. Supplies:	-	-	-	-
Educational	-	-	-	-
Lab	-	-	-	-
Pharmacy	-	-	-	-
Medical	-	-	-	-
Office	-	-	-	-
6. Travel	1,000.00	-	1,000.00	-
7. Occupancy	-	-	-	-
8. Current Expenses	-	-	-	-
Telephone	-	-	-	-
Postage	-	-	-	-
Subscriptions	-	-	-	-
Audit and Legal	-	-	-	-
Insurance	1,104.00	-	1,104.00	-
Board Expenses	-	-	-	-
9. Software	-	-	-	-
10. Marketing/Communications	-	-	-	-
11. Staff Education and Training	1,000.00	-	1,000.00	-
12. Subcontracts/Agreements	-	-	-	-
13. Other (specific details mandated)	-	-	-	-
Pittsfield SAP Contract	-	-	-	19,210.00
Merrimack Valley SAP Contract	-	-	-	35,700.00
	-	-	-	-
	-	-	-	-
	-	3,765.00	3,765.00	-
TOTAL	71,837.00	3,765.00	75,602.00	54,910.00

Percent Indirect

5%

**New Hampshire Department of Health and Human Services
BUDGET FORM**

Bidder/Program Name: Second Start

Budget Request for: Student Assistance Program

Name of Program

Budget Period: SFY 2017 (Jul 1, 2016 to Sep 30, 2016)

Line Item	Direct Incremental	Indirect Fixed	Total	Match funding
1. Total Salary/Wages	12,992.00	-	12,992.00	-
2. Employee Benefits	2,307.00	-	2,307.00	-
3. Consultants	-	-	-	-
4. Equipment:	-	-	-	-
Rental	-	-	-	-
Repair and Maintenance	-	-	-	-
Purchase/Depreciation	-	-	-	-
5. Supplies:	-	-	-	-
Educational	-	-	-	-
Lab	-	-	-	-
Pharmacy	-	-	-	-
Medical	-	-	-	-
Office	-	-	-	-
6. Travel	150.00	-	150.00	-
7. Occupancy	-	-	-	-
8. Current Expenses	-	-	-	-
Telephone	-	-	-	-
Postage	-	-	-	-
Subscriptions	-	-	-	-
Audit and Legal	-	-	-	-
Insurance	733.00	-	733.00	-
Board Expenses	-	-	-	-
9. Software	-	-	-	-
10. Marketing/Communications	500.00	-	500.00	-
11. Staff Education and Training	500.00	-	500.00	-
12. Subcontracts/Agreements	-	-	-	-
13. Other (specific details mandator	-	-	-	-
Pittsfield SAP Contract	-	-	-	4,802.50
Merrimack Valley SAP Contract	-	-	-	8,925.00
	-	-	-	-
	-	-	-	-
	-	1,718.00	1,718.00	-
TOTAL	17,182.00	1,718.00	18,900.00	13,727.50

Percent Indirect

10%



SPECIAL PROVISIONS

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

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

[Handwritten Signature]
6/1/15



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

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

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

[Handwritten Signature]
[Handwritten Date: 6/1/15]



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

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

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

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

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

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

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

[Handwritten Signature]
Date 8/1/15



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

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

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

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

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

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

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

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

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

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

[Handwritten Signature]
Date 6/4/15



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Contractor Initials 
Date 8/1/15



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

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

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

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

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

Exhibit G

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

Contractor Initials

[Handwritten Signature]
6/1/15

Date



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

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

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

Contractor Name: Second Start

June 1, 2015
Date

James B. Sundgrass
Name
Title: JAMES B. SUNDGRASS

Exhibit G

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

Contractor Initials

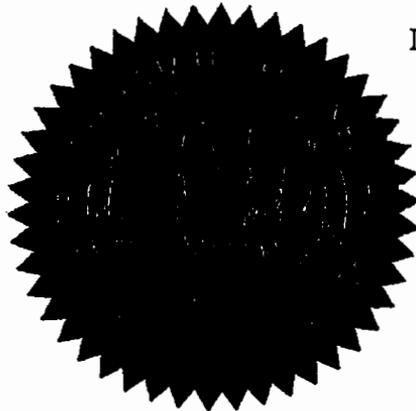
JS

Date 6/1/15

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 1st day of April A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE

(Corporation with Seal)

I, George Pangakis certify that: (1) I am the duly elected and acting Secretary of Second Start, a New Hampshire corporation; (2) I maintain and have custody of and am familiar with the seal and minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates; (4) the following are true, accurate and complete copies of the resolutions voted on by the Board of Directors June 1, 2015 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 for drug and alcohol prevention 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;

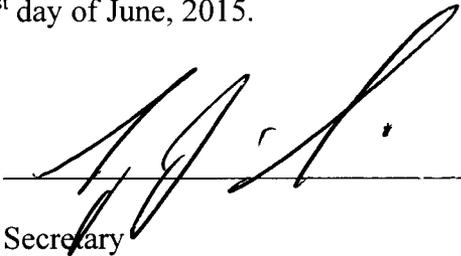
RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

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>Deb Shea</u>	President
<u>Dodd Griffith</u>	Vice President
<u>George Pangakis</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 1st day of June, 2015.


Secretary

(Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/26/2015

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).

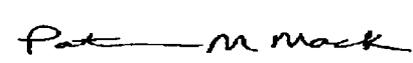
PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Pat Mack PHONE (A/C No. Ext): (603) 293-2791 E-MAIL ADDRESS: pat@esinsurance.com	FAX (A/C No): (603) 293-7188
	INSURER(S) AFFORDING COVERAGE	
INSURED Second Start 17 Knight Street Concord NH 03301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

COVERAGES **CERTIFICATE NUMBER:** 2014-2015 **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			PHPK1273119	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - 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			PHPK1273119	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB484620	12/31/2014	12/31/2015	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) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20150101BD	1/1/2015	1/1/2016	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Employee Theft			PHPK1273119	12/31/2014	12/31/2015	Per occurrence \$325,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Co. A: Computer Fraud Policy PHPK1273119 12/31/2014 to 12/31/2015 Per occurrence \$325,000, Deductible \$5,000
Co. A: Funds Transfer Fraud PHPK1273119 12/31/2014 to 12/31/2015 Per occurrence \$325,000, Deductible \$5,000

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street, 4th floor 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 

Mission Statement

Adopted 6/19/00

Second Start is committed to improving the economic and educational well being of New Hampshire residents. Our goal is to help people become more productive workers, family members and community citizens.

We provide supportive, affordable and effective educational programs including but not limited to: Adult Basic Education, Job Training and Career Counseling, Education and Training for at-risk Youth, and Child Care Services.

SECOND START

AUDITED FINANCIAL STATEMENTS

***FOR THE YEARS ENDED
JUNE 30, 2014 AND 2013***

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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 statements of financial position as of June 30, 2014 and 2013, 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, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

SIX
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Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The combining schedules of support and revenues, expenses and changes in net assets on pages 13 and 14 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

August 23, 2014

SECOND START
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2014 AND 2013

ASSETS		
	2014	2013
CURRENT ASSETS		
Cash	\$ 63,148	\$ 40,515
Accounts Receivable	33,402	64,868
Grants Receivable	182,252	122,374
Prepaid Expenses	14,639	12,694
Security Deposits	2,530	3,130
<i>Total Current Assets</i>	<u>295,971</u>	<u>243,581</u>
PROPERTY AND EQUIPMENT		
Property and Equipment	2,952,383	2,869,875
Less Accumulated Depreciation	(1,565,408)	(1,459,165)
<i>Net Property and Equipment</i>	<u>1,386,975</u>	<u>1,410,710</u>
TOTAL ASSETS	<u>\$ 1,682,946</u>	<u>\$ 1,654,291</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Current Portion of Long-Term Debt	\$ 1,542	\$ 9,096
Accounts Payable	24,442	13,951
Accrued Expenses	176,836	168,131
Deferred Revenue	5,268	3,153
<i>Total Current Liabilities</i>	<u>208,088</u>	<u>194,331</u>
LONG-TERM LIABILITIES		
Long-Term Debt, Net of Current Portion	-	1,542
TOTAL LIABILITIES	<u>208,088</u>	<u>195,873</u>
NET ASSETS		
Unrestricted		
Board-Designated	50,000	50,000
Undesignated	1,387,258	1,355,478
Temporarily Restricted	37,600	52,940
TOTAL NET ASSETS	<u>1,474,858</u>	<u>1,458,418</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,682,946</u>	<u>\$ 1,654,291</u>

The Accompanying Notes are an Integral Part of These Financial Statements

SECOND START

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

	Unrestricted	Temporarily Restricted	2014	2013
SUPPORT AND REVENUES				
Contributions	\$ 27,900	\$ -	\$ 27,900	\$ 45,973
United Way	20,768	31,500	52,268	44,078
Fees from Governmental Agencies	735,446	-	735,446	715,244
Grants from Governmental Agencies	951,305	-	951,305	853,230
Grants - Private	11,000	-	11,000	33,141
Private Fees	840,280	6,100	846,380	869,168
Miscellaneous	13,694	-	13,694	10,622
Total Support and Revenues	<u>2,600,393</u>	<u>37,600</u>	<u>2,637,993</u>	<u>2,571,456</u>
NET ASSETS RELEASED FROM RESTRICTIONS				
Expiration of Program Restrictions	52,940	(52,940)	-	-
EXPENSES				
Program Services				
Instruction and Student Activities	1,761,831	-	1,761,831	1,690,776
Staff Development and Professional Fees	202,647	-	202,647	190,697
Other Program Costs	177,159	-	177,159	201,683
Occupancy	74,019	-	74,019	68,215
Direct Depreciation	78,708	-	78,708	77,196
Total Program Services	<u>2,294,364</u>	<u>-</u>	<u>2,294,364</u>	<u>2,228,567</u>
Support Services				
General Administrative	327,189	-	327,189	333,955
Loss on Disposal of Equipment	-	-	-	3,303
Total Support Services	<u>327,189</u>	<u>-</u>	<u>327,189</u>	<u>337,258</u>
Total Expenses	<u>2,621,553</u>	<u>-</u>	<u>2,621,553</u>	<u>2,565,825</u>
CHANGES IN NET ASSETS				
	31,780	(15,340)	16,440	5,631
Net Assets, Beginning of Year	<u>1,405,478</u>	<u>52,940</u>	<u>1,458,418</u>	<u>1,452,787</u>
Net Assets, End of Year	<u>\$ 1,437,258</u>	<u>\$ 37,600</u>	<u>\$ 1,474,858</u>	<u>\$ 1,458,418</u>

The Accompanying Notes are an Integral Part of These Financial Statements

SECOND START
STATEMENTS OF CASH FLOWS
FOR YEARS ENDED JUNE 30, 2014 AND 2013

	2014	2013
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in Net Assets	\$ 16,440	\$ 5,631
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by (Used in) Operating Activities:		
Depreciation	106,244	104,410
Loss on Disposal of Property	-	3,302
(Increase) Decrease in Operating Assets:		
Accounts Receivable	31,466	(37,489)
Grants Receivable	(59,878)	(20,445)
Prepaid Expenses	(1,946)	24,239
Security Deposits	600	2,063
Increase (Decrease) in Operating Liabilities:		
Accounts Payable	10,491	1,493
Accrued Expenses	8,705	(12,506)
Deferred Revenue	2,115	(5,531)
Total Adjustments	<u>97,797</u>	<u>59,536</u>
<i>Net Cash Provided by Operating Activities</i>	<u>114,237</u>	<u>65,167</u>
 CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Property and Equipment	<u>(82,508)</u>	<u>(78,008)</u>
 CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of Long-Term Debt	<u>(9,096)</u>	<u>(19,994)</u>
 NET INCREASE (DECREASE) IN CASH		
	22,633	(32,835)
<i>Cash, Beginning of Year</i>	<u>40,515</u>	<u>73,350</u>
<i>Cash, End of Year</i>	<u>\$ 63,148</u>	<u>\$ 40,515</u>
 Supplemental Disclosure of Cash Flow Information		
Cash Paid During the Year For:		
Interest	<u>\$ 1,408</u>	<u>\$ 1,876</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 their needs.

The programs available at Second Start are as follows:

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

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

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

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

Adult Basic Education (ABE) – The Adult Basic Education Program was established in 1971 and accounts for the proceeds and expenses for providing remedial academic programs for adults from the most basic levels through preparation for the High School Equivalency Exam (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 the Organization’s 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, 2014 and 2013.

Accounts Receivable

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

Grants Receivable

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

(Continued on next page)

SECOND START
NOTES TO THE FINANCIAL STATEMENTS

Property and Equipment

The Organization's policy is to capitalize individual purchases, renewals and betterments in excess of \$500. Maintenance, repairs and minor renewals are charged to expense as incurred. Periodically, management evaluates property and equipment for impairment when events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. When items of property and equipment are sold or retired, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is included in the statement of income. These items are depreciated using the straight-line method over their estimated useful lives as follows:

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

Contributions

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

Net Assets

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

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

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

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, 2014 and 2013.

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, 2014 and 2013.

Tax Status

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

The Organization follows Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. *Accounting for Uncertainty in Income Taxes* did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax) for 2011, 2012, and 2013 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, 2014 and 2013.

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, 2014 and 2013 the balance in property and equipment consisted of the following:

	2014	2013
Building and Improvements	\$ 1,241,848	\$ 1,201,872
Leasehold Improvements	907,693	894,057
Land	210,000	210,000
Furniture and Equipment	592,842	563,946
Total	2,952,383	2,869,875
Less Accumulated Depreciation	(1,565,408)	(1,459,165)
Total Property and Equipment, Net	<u>\$ 1,386,975</u>	<u>\$ 1,410,710</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 \$106,244 and \$104,410 for the years ended June 30, 2014 and 2013, respectively.

F | COMMITMENTS AND CONTINGENCIES

Energy Efficiency Initiative

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

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

(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. Payments started at \$4,800 and increased \$300 each year thereafter. At the end of the loan, Concord School District has an option to repurchase the property. Imputed interest of 4% is being calculated on the loan as of June 30, 1996 and the remaining balance of the interest contribution is being reported in temporary restricted net assets. The loan was repaid as of June 30, 2013 and the City has released the option to repurchase the property as of June 30, 2014.

G | LINE OF CREDIT

The Organization maintains a revolving line of credit agreement with Bank of New Hampshire in the amount of \$600,000, at 0.50% over the Wall Street Journal prime rate, which was 3.75% at June 30, 2014 and 2013. The agreement is collateralized by all business assets of the Organization. The organization did not have a balance due at June 30, 2014 and 2013.

H | LONG-TERM DEBT

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

	2014	2013
Note payable to the City of Concord, due in monthly installments of \$744, including principal and interest at 3%, payable over 5 years and secured by property.	\$ 1,542	\$ 10,638
Less Current Portion	(1,542)	(9,096)
Long-Term Debt Net of Current	\$ -	\$ 1,542

The remaining \$1,542 of the note will mature in fiscal year 2015.

Interest expense was \$1,408 and \$1,876 for the years ended June 30, 2014 and 2013, respectively.

(Continued on next page)

SECOND START
NOTES TO THE FINANCIAL STATEMENTS

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 \$11,526 and \$7,954 for the years ended June 30, 2014 and 2013, respectively.

J | NET ASSETS

Temporarily restricted net assets consisted of United Way funding for 2015 in the amount of \$31,500 and other small private grants of \$6,100 at June 30, 2014. Temporarily restricted net assets consisted of United Way funding for 2014 in the amount of \$31,625 and other small private grants of \$21,065 at June 30, 2013.

K | BOARD-DESIGNATED NET ASSETS

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

L | IN-KIND CONTRIBUTIONS

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

M | RETIREMENT PLAN

At date of employment with the Organization, all full-time and part-time employees over twenty-one years of age and working more than 1,000 hours per year may contribute a portion of their wages to an Internal Revenue Code Section 403(b) retirement plan. The Organization may contribute to the employee's retirement fund at the Board's discretion. There were no contributions paid by the Organization for the year ended June 30, 2014 and 2013.

N | SUBSEQUENT EVENTS

Management has evaluated subsequent events through August 23, 2014, 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 United Way	\$ 6,692	-	-	\$ 17,500	\$ -	\$ 15,700	\$ 581	\$ 5,500	\$ 45,973
Fees from Governmental Agencies	-	227,815	137,200	7,595	-	22,814	-	13,669	44,078
Grants from Governmental Agencies	-	-	-	202,536	71,440	76,233	-	-	715,244
Grants-Private	-	-	-	-	10,000	529,995	96,614	216,621	853,230
Private Fees	-	-	-	-	-	33,141	-	-	33,141
Miscellaneous	3,878	-	-	-	1,180	1,980	-	869,168	869,168
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
Fundraising	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

See Independent Auditor's Report

SECOND START
COMBINING SCHEDULE OF SUPPORT AND REVENUES, EXPENSES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2014

	General & Building	Special Education	T.E.T. Program	Alternative High School	Student Assistance	Adult Basic Education	Adult Learner	Daycare	Total
SUPPORT AND REVENUES									
Contributions	\$ 4,958	\$ -	\$ -	\$ 18,649	\$ -	\$ 4,093	\$ 150	\$ 50	\$ 27,900
United Way	-	-	-	8,389	-	24,135	2,027	17,717	52,268
Fees from Governmental Agencies	-	283,694	111,163	192,208	71,858	76,523	-	-	735,446
Grants from Governmental Agencies	-	-	-	-	52,798	551,501	104,415	242,591	951,305
Grants-Private	-	-	-	-	-	11,000	-	-	11,000
Private Fees	-	-	-	-	-	-	-	846,380	846,380
Miscellaneous	5,309	-	-	737	680	3,166	40	3,762	13,694
Total Support and Revenues	10,267	283,694	111,163	219,983	123,336	670,418	106,632	1,110,500	2,637,993
EXPENSES									
Program Services									
Instruction and Student Activities	6,391	223,926	80,263	135,982	118,383	331,909	72,541	792,436	1,761,831
Staff Development and Professional Fees	315	2,640	437	1,115	2,581	191,169	732	3,658	202,647
Other Program Costs	3,511	18,285	15,419	14,760	7,010	32,173	10,124	75,877	177,159
Occupancy	-	7,210	2,805	7,210	960	16,368	6,370	33,096	74,019
Direct Depreciation	-	12,782	2,633	7,155	482	17,111	5,247	33,298	78,708
Total Program Services	10,217	264,843	101,557	166,222	129,416	588,730	95,014	938,365	2,294,364
Support Services									
General Administrative	198	38,814	16,775	26,061	10,333	92,048	13,701	129,259	327,189
Total Support Services	198	38,814	16,775	26,061	10,333	92,048	13,701	129,259	327,189
Total Expenses	10,415	303,657	118,332	192,283	139,749	680,778	108,715	1,067,624	2,621,553
Excess (Deficiency) of Support and Revenues Over Expenses	(148)	(19,963)	(7,169)	27,700	(14,413)	(10,360)	(2,083)	42,876	16,440
Net Assets, Beginning of Year	969,755	(495,512)	28,195	480,062	9,859	134,139	(54,282)	386,203	1,458,418
Net Assets, End of Year	\$ 969,607	\$ (515,475)	\$ 21,026	\$ 507,762	\$ (4,554)	\$ 123,779	\$ (56,365)	\$ 429,079	\$ 1,474,858

See Independent Auditor's Report

Second Start Board of Directors

Updated January 2015

Deb Shea	Business Owner/Management Training Educator by Profession The Barley House Restaurant & Tavern 132 North Main Street Concord, NH 03301 228-6363 solysol_2000@yahoo.com	President Member since 2009
Dodd Griffith	Attorney Gallagher, Callahan & Gartrell 214 North Main Street PO Box 1415 Concord, NH 03302 545-3610 Fax: 228-8396 griffith@gcglaw.com	Vice President Member since 2014
George Pangakis	Director of Safety and Security St. Paul's School 325 Pleasant Street Concord, NH 03301 229-4639 Fax:229-4655 gpangakis@sps.edu	Secretary Member since 2012
Matt Nadeau	Associate Accountant Nathan Wechsler & Company 70 Commercial Street, Suite 401 Concord, NH 03301-5031 224-5357 Ext. 327 Fax: 224-3792 mnadeau@nathanwechsler.com	Treasurer Member since 2012
John Malmberg	Attorney Orr & Reno, PA PO Box 3550 Concord, NH 03302-3550 223-9125 Fax: 223-9025 jam@orr-reno.com	Member since 2002
Tom Bazos	Retired Educator 85 Stickney Hill Road Concord, NH 03301 228-1571 Cell: 856-4282 bazosthomas@gmail.com	Member since 2003

Frank Lemay	President Milestone Engineering & Construction, Inc. 1 Horseshoe Pond Lane PO Box 2279 Concord, NH 03302-2279 226-3877 Fax: 226-3361 frank@milestoneengcon.com	Member since 2005
Helmut Koch	President Exacom, Inc. 99 Airport Road Concord, NH 03301 228-0706 ext. 535 Fax: 228-0254 helmut.koch@exacom.com	Member since 2008
Will Brunkhorst	Software Consultant 542 Putney Hill Road Hopkinton, NH 03229 746-5175 will.brunkhorst@gmail.com	Member since 2008
Tom Painchaud	Senior VP of Distribution Services New Hampshire Distributors 65 Regional Drive PO Box 267 Concord, NH 03302-0267 410-1823 tpainchaud@nhdist.com	Member since 2012
Maria del Mar Acebron	Senior Teller Merrimack County Savings Bank Business Center 190 North Main Street Concord, NH 03301 545-6030 Fax: 223-0641 macebron@mcsbnh.com	Member since 2012

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 09/14 Expires 12/13	<u>Certifications</u> Certified Prevention Specialist New Hampshire Master Licensed Alcohol and Drug Abuse Counselor (MLADAC)

EDUCATION

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

REFERENCES

Available on Request

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: SECOND START

Name of Program: NH Strategic Prevention Framework Partnership for Success II

James Snodgrass	Executive Director	\$108,576	0.00%
Ted Lambrukos	Director of Adolescent Services	\$70,200	0.00%
Kim Haley	SAP Supervisor	\$60,320	5.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			

James Snodgrass	Executive Director	\$27,958	0.00%
Ted Lambrukos	Director of Adolescent Services	\$18,077	0.00%
Kim Haley	SAP Supervisor	\$15,532	5.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			



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

Nicholas A. Toumpas
 Commissioner

Eric D. Borrin
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9558 1-800-852-3345 Ext. 9558

Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 18, 2015

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

G&C Approved

Date 3-27-15
 Item # AG Approval

Dear Attorney Yaple,

Please review the attached amendment between the Department of Health and Human Services, Division Community Based Care Services, Bureau of Drug and Alcohol Services and Second Start, (Vendor #177224-B002), 17 Knight Street, Concord, NH 03301. The Contractor provides Evidence Based Student Assistance Programing to reduce underage drinking among 12-18 year olds and reduce prescription drug abuse among persons 12-18 years old. This contractor requested adjustments to line item amounts within the State Fiscal Year 2015 budget, within the price limitation, to realign the budget expenditures. The Governor and Executive Council approved the original agreement on June 19, 2013 (Item #135A), and a subsequent amendments on June 18, 2014 (Item #102). This is a zero cost amendment. 100% Federal Funds.

The following language was added as Exhibit B Amendment #1, paragraph 1 in the contract amendment approved on June 18, 2014, (Item #102) that reads:

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.

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

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

EXPLANATION

Second Start has requested a budget revision for the following reason: As a result of increased state and federal reporting requirements for the grant the Student Assistant Program Coordinator had to increase time allotted to complete these requirements and subsequently an increase in salary costs incurred. A proportional cost in fringe was also increased for the coordinator. Additional fringe costs were due to an increase in worker's compensation and unemployment. There was also an increase in the professional liability insurance for student assistant program counselors working in the schools indicated below. A reduction in marketing and staff development were made to counter the increases in other line items.

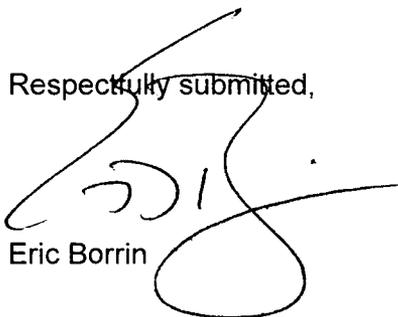
This contract was awarded as the result of a competitive bid process. A Request for Proposals was posted on the Department's web site on February 27, 2013 through April 12, 2013 for Strategic Prevention Framework Partnership for Success II initiative.

Area Served: Pittsfield Middle School and High School and Merrimack Valley Middle School and High School.

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eric Borrin", is written over the text "Respectfully submitted,". The signature is stylized and somewhat cursive.

Eric Borrin



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

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Second Start Contract**

This second Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II contract (hereinafter referred to as "Amendment #2") dated March 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and 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), and amended by an agreement (Amendment #1 to the Contract) approved on June 18, 2014 (Item #102), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and to the Exhibit B of the Amendment #1, paragraph #1 a., which states, 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, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Parties agree to adjust Budget line items amounts for State Fiscal Year 2015 within the price limitation.

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

- 1) Delete Exhibit B-1 Budget Form for the Budget Period: 7/1/14 to 6/30/15 and replace with Exhibit B-1 Budget Form, Amendment # 2 for the Budget Period: 7/1/14 to 6/30/15.

Contractor Initials: MSJ

Date: 3/11/15



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

This amendment shall be effective upon approval.

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

State of New Hampshire
Department of Health and Human Services

3/24/15
Date

[Signature]
Diane Langley
Director

Second Start
[Signature]
Expertise Director
NAME
TITLE

3/16/15
Date

Acknowledgement:

State of NH, County of Merrimack on 3/16/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[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: 3/16/15



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

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

OFFICE OF THE ATTORNEY GENERAL

3/27/15
Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: [Signature]
Date: 3/16/15



WJT
102

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

Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

G&C Approved

May 27, 2014

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

Date 6/18/14
Item # 102

REQUESTED ACTION

102 Fed 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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 27, 2014
Page 2 of 3

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 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

New Hampshire Department of Health and Human Services
NH 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

Sh L Rod
NAME
TITLE

May 8, 2014
Date

Second Start

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

Sarah Hunewill
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	Original Budget	Change (Increase/Decrease)	Revised Budget	Matching Fund
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 studen	\$ 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 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

APPROVED BY _____

DATE 6/19/13

PAGE _____

ITEM # 135 A

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, 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.

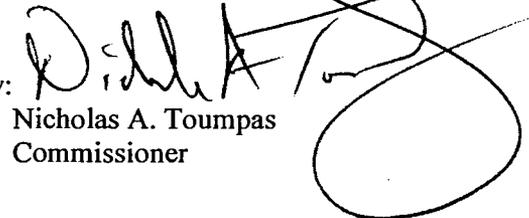
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

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

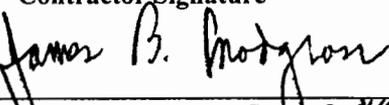
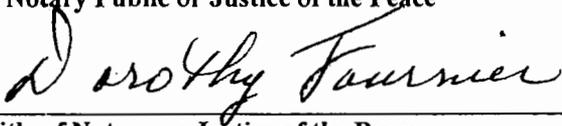
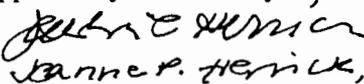
Subject: NH Strategic Prevention Framework Partnership for Success II

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. ROLLINS 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:  Janner P. Herrick, Attorney On: 7 Jun. 2013			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



Scope of Services

1. General Provisions

- A) The Contractor is responsible for compliance with all relevant state and federal laws.
- 1) Special attention is called to the following statutory responsibilities:
 - 2) Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.
 - 3) All services provided pursuant to this Agreement shall be subject to the most current proposed or formalized rules and regulations promulgated by the 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.

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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.

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6/21/12



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:

6/21/13



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.

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6/3/12



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

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6/21/12

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

Action	Direct Indirect	Indirect Total	Total	Matched Funding	Allocation Method Indirect/Total
1. Total Salary/Wages	\$ 35,728.00	\$ 4,832.00	\$ 40,560.00	\$ -	*10%
2. Employee Benefits	\$ 3,686.00	\$ -	\$ 3,686.00	\$ -	
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	\$ 170.00	\$ -	\$ 170.00	\$ -	
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 48 & 51	\$ -	\$ -	\$ -	\$ 50,340.00	**
TOTAL	\$ 48,324.00	\$ 4,832.00	\$ 53,156.00	\$ 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 1
**SAU 46,51 agreements for service for match amount are in Attachment 2 & 3

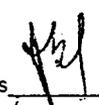
Contractor Initials 
6/13/13

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

Description	Direct Amount	Indirect Amount	GRU Amount	Match Amount	Total Amount
1. Total Salary/Wages	\$ 36,724.00	\$ 4,940.00	\$ 41,664.00	\$ -	\$ 41,664.00
2. Employee Benefits	\$ 3,762.00	\$ -	\$ 3,762.00	\$ -	\$ 3,762.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00
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	\$ 176.00	\$ -	\$ 176.00	\$ -	\$ 176.00
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	\$ 49,402.00	\$ 4,940.00	\$ 54,342.00	\$ 50,340.00	\$ 104,682.00

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

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6/17/13

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;

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

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

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

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

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

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

15. Prior Approval and Copyright Ownership:

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

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

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

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

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

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

Contractor Initials 

Date: 6/3/13

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

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

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

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.

1/24/13

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. SNODGRASS EXECUTIVE DIRECTOR
(Authorized Contractor Representative Name & Title)

SECOND START
(Contractor Name)

JUNE 3, 2013
(Date)



**State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Seacoast Youth Services Contract**

This fourth Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II contract (hereinafter referred to as "Amendment #4") dated May 27, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Seacoast Youth Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 867 Lafayette Road, Seabrook, NH 03874.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 19, 2013, (Item # 135A) (hereinafter referred to as the "Contract"), amended by an agreement (Amendment # 1 to the Contract) approved on June 18, 2014, (Item # 103), and amended by an agreement (Amendment # 2 to the Contract) approved by the Attorney General on August 13, 2014, and amended by an agreement (Amendment #3 to the Contract) approved by the Attorney General on April 6, 2015, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Department agree to extend the completion date by fifteen months and increase 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 agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$300,627.41.
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read:

Eric Borrin, Director Contracts and Procurement.

5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.



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6. Delete in its entirety, Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
 7. Delete in its entirety, Exhibit B, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
 8. Add Exhibit B-3 and Exhibit B-4.
 9. Delete in its entirety Standard Exhibit C, Special Provisions, and replace with Exhibit C, Special Provisions.
 10. Amend Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification, by extending the end date to September 30, 2016.
 11. Amend Standard Exhibit E, Certification Regarding Lobbying, Contract Period, by extending the end date to September 30, 2016.
 12. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
 13. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



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

This amendment shall be effective upon the date of approval.

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

State of New Hampshire
Department of Health and Human Services

6/9/15
Date

for Kathleen A. Dunn, MPH
Associate Commissioner

Seacoast Youth Services

6/8/15
Date

Victor M. Maloney
NAME
TITLE

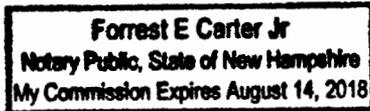
Acknowledgement:

State of New Hampshire County of Rockingham on June 8, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Forrest E. Carter Jr.

Forrest E. Carter Jr.
Name and Title of Notary or Justice of the Peace





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

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

OFFICE OF THE ATTORNEY GENERAL

6/10/15
Date

[Signature]
Name: Miriam A. Kelly
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



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.



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 an Evidence Based Screening Tool
 - i) The contractor shall select and ensure an evidence based screening tool shall be utilized to screen all referred students. This tool must be approved by 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. 7th 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 selection of an evidence based educational curriculum, such as Project Alert, may assist the schools in meeting this requirement.
 - 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 Amendment #1**

- 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 work with the NH Bureau of Drug and Alcohol Services and NH Center for Excellence to plan for a community level release of the 2015 Youth Risk Behavior Survey 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:



**New Hampshire Department of Health and Human Services
Strategic Prevention Framework Partnership for Success II
Exhibit A Amendment #1**

- 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.



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A, Scope of Services as follows:
 - 2.1. 93.243 United States Department of Health and Human Services, Substance Abuse and mental Health Services Administration, Strategic Prevention Framework Partnership for Success II Grant
 - 2.2. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. Payment for contracted services will be made cost reimbursement basis only, for allowable expenses, in accordance with Exhibit B-1 Amendment #3, Exhibit B-2 and Exhibit B-3.
4. 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
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment, limited to the budgets, Exhibit B-1 Amendment #3, Exhibit B-2 and Exhibit B-3, to adjust amounts within the budgets and 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.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

Exhibit B-3

**New Hampshire Department of Health and Human Services
BUDGET FORM**

Bidder/Program Name: Seacoast Youth Services

Budget Request for: Student Assistance Program
Name of Program

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

Line Item	Direct Incremental	Indirect Fixed	Total	Match funding
1. Total Salary/Wages	56,823.05	-	56,823.05	
2. Employee Benefits	-	-	-	
3. Consultants	-	-	-	
4. Equipment:	-	-	-	
Rental	-	-	-	
Repair and Maintenance	-	-	-	
Purchase/Depreciation	-	-	-	
5. Supplies:	3,000.00	-	3,000.00	
Educational	-	-	-	
Lab	-	-	-	
Pharmacy	-	-	-	
Medical	-	-	-	
Office	-	-	-	
6. Travel	1,300.00	-	1,300.00	
7. Occupancy	2,825.00	-	2,825.00	
8. Current Expenses	2,500.00	-	2,500.00	
Telephone	-	-	-	
Postage	-	-	-	
Subscriptions	-	-	-	
Audit and Legal	-	-	-	
Insurance	-	-	-	
Board Expenses	-	-	-	
9. Software	-	-	-	
10. Marketing/Communications	4,000.00	-	4,000.00	
11. Staff Education and Training	1,500.00	-	1,500.00	
12. Subcontracts/Agreements	8,051.95	-	8,051.95	
13. Other (specific details mandat	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
TOTAL	80,000.00	-	80,000.00	-

Percent Indirect

0%

Exhibit B-4

**New Hampshire Department of Health and Human Services
BUDGET FORM**

Bidder/Program Name: Seacoast Youth Services

Budget Request for: Student Assistance Program
Name of Program

Budget Period: SFY July 1, 2016 to September 30, 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Match funding
1. Total Salary/Wages	14,205.77	-	14,205.77	
2. Employee Benefits	-	-	-	
3. Consultants	-	-	-	
4. Equipment:	-	-	-	
Rental	-	-	-	
Repair and Maintenance	-	-	-	
Purchase/Depreciation	-	-	-	
5. Supplies:	1,000.00	-	1,000.00	
Educational	-	-	-	
Lab	-	-	-	
Pharmacy	-	-	-	
Medical	-	-	-	
Office	250.00	-	250.00	
6. Travel	837.98	-	837.98	
7. Occupancy	706.25	-	706.25	
8. Current Expenses	-	-	-	
Telephone	-	-	-	
Postage	-	-	-	
Subscriptions	-	-	-	
Audit and Legal	-	-	-	
Insurance	-	-	-	
Board Expenses	-	-	-	
9. Software	-	-	-	
10. Marketing/Communications	-	-	-	
11. Staff Education and Training	500.00	-	500.00	
12. Subcontracts/Agreements	2,500.00	-	2,500.00	
13. Other (specific details mandatc	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
TOTAL	20,000.00	-	20,000.00	-

Percent Indirect

0%



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



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

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

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

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

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

Exhibit G

Contractor Initials UM

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Seacoast Youth Services

6-2-15
Date

Victor R. Maloney
Name: Victor R. Maloney
Title: Executive Director

Exhibit G

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

Contractor Initials UM

Date 6-2-15



HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



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

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

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



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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit I Amendment #1



- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

New Hampshire Department of Health and Human Services
Exhibit I Amendment #1



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

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

Department of Health & Human Services
The State

Marilee Nihan
Signature of Authorized Representative

Marilee Nihan
Name of Authorized Representative

Deputy Commissioner
Title of Authorized Representative

6/9/15
Date

Seacoast Youth Services,
Name of the Contractor

Victor R. Maloney
Signature of Authorized Representative

Victor R. Maloney
Name of Authorized Representative

Executive Director
Title of Authorized Representative

6-2-15
Date

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 Seacoast Youth Services is a New Hampshire nonprofit corporation formed December 19, 2001. 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 1st day of June A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Seacoast Youth Services
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 7, 2014:
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 8th day of June, 2015.
(Date Contract Signed)

4. Victor Maloney is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Janine Richards
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

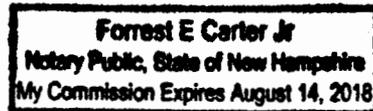
The forgoing instrument was acknowledged before me this 8th day of June, 2015.

By Janine Richards
(Name of Elected Officer of the Agency)

Forrest E Carter Jr
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: Aug. 14th, 2018



Mission Statement

Seacoast Youth Services supports young people and their families in coastal New Hampshire communities. By teaching and mentoring healthy communication and life skills, Seacoast Youth Services empowers those we serve to make positive choices for happier, healthier, and brighter futures.

We believe that effective support begins with direct engagement. That's why we connect with the youth where they learn and socialize in addition to offering individual and group counseling, outreach, and educational programs at our facility. Our goal is to reach all those who can benefit from our programs, including youth and family members who typically do not receive services.

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter Social Security numbers on this form as it may be made public.
▶ Information about Form 990 and its instructions is at www.irs.gov/form990.

2013

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2013 calendar year, or tax year beginning , 2013, and ending

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization SEACOAST YOUTH SERVICES Doing Business As Number and street (or P.O. box if mail is not delivered to street address) Room/suite 867 LAFAYETTE RD., PO BOX 1381 City or town, state or province, country, and ZIP or foreign postal code SEABROOK NH 03874	D Employer Identification Number 02-0529135 E Telephone number (603) 474-3332 G Gross receipts \$ 427,322.
I Tax-exempt status <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'No,' attach a list. (see instructions)
J Website: ▶ seacoastyouthservices.org		H(c) Group exemption number ▶
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		L Year of formation: 2001 M State of legal domicile: NH

Part I Summary

	1 Briefly describe the organization's mission or most significant activities: <u>PROVIDES EDUCATIONAL PREVENTION PROGRAMS TO YOUTHS.</u>		
Activities & Governance	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	10
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	10
	5 Total number of individuals employed in calendar year 2013 (Part V, line 2a)	5	
	6 Total number of volunteers (estimate if necessary)	6	10
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
	b Net unrelated business taxable income from Form 990-T, line 34	7b	
Revenue	8 Contributions and grants (Part VIII, line 1h)	257,326.	198,716.
	9 Program service revenue (Part VIII, line 2g)	49,743.	147,440.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)		
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	51,624.	68,123.
	12 Total revenue — add lines 8 through 11 (must equal Part VIII, column (A), line 12)	358,693.	414,279.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)		0.
	14 Benefits paid to or for members (Part IX, column (A), line 4)		0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	237,387.	259,553.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	20,755.	
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ <u>20,215.</u>		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	79,335.	165,194.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	337,477.	424,747.
	19 Revenue less expenses. Subtract line 18 from line 12	21,216.	-10,468.
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	79,069.	46,957.
	21 Total liabilities (Part X, line 26)	22,976.	0.
	22 Net assets or fund balances. Subtract line 21 from line 20	56,093.	46,957.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Date
Signature of officer	
Type or print name and title.	

Paid Preparer Use Only	Print the preparer's name	Preparer's signature	Date	Check <input checked="" type="checkbox"/> if self-employed	PTIN
	Edward W Long	Edward W Long	11/13/14		P00067361
	Firm's name ▶ E W Long & Associates, LLC	Firm's EIN ▶ 20-2228569		Phone no. (603) 964-1546	
	Firm's address ▶ PO Box 885	North Hampton NH 03862			

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

PROVIDES EDUCATIONAL PREVENTION PROGRAMS TO YOUTHS.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

If 'Yes,' describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

If 'Yes,' describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations and section 4947(a)(1) trusts are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4 a (Code: _____) (Expenses \$ 200,000. including grants of \$ 0.) (Revenue \$ 200,000.)

The organization offers education, prevention and timely intervention programs to youths.

4 b (Code: _____) (Expenses \$ _____ including grants of \$ _____) (Revenue \$ _____)

4 c (Code: _____) (Expenses \$ _____ including grants of \$ _____) (Revenue \$ _____)

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4 d Other program services. (Describe in Schedule O.)

(Expenses \$ _____ including grants of \$ _____) (Revenue \$ _____)

4 e Total program service expenses **▶** 200,000.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If 'Yes,' complete Schedule A	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If 'Yes,' complete Schedule C, Part I		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If 'Yes,' complete Schedule C, Part II		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If 'Yes,' complete Schedule C, Part III		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If 'Yes,' complete Schedule D, Part I		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If 'Yes,' complete Schedule D, Part II		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If 'Yes,' complete Schedule D, Part III		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If 'Yes,' complete Schedule D, Part IV		X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If 'Yes,' complete Schedule D, Part V		X
11 If the organization's answer to any of the following questions is 'Yes,' then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings and equipment in Part X, line 10? If 'Yes,' complete Schedule D, Part VI	X	
b Did the organization report an amount for investments — other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part VII		X
c Did the organization report an amount for investments — program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part VIII		X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part IX	X	
e Did the organization report an amount for other liabilities in Part X, line 25? If 'Yes,' complete Schedule D, Part X		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If 'Yes,' complete Schedule D, Part X		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? If 'Yes,' complete Schedule D, Parts XI, and XII		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? If 'Yes,' and if the organization answered 'No' to line 12a, then completing Schedule D, Parts XI and XII is optional		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If 'Yes,' complete Schedule E		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If 'Yes,' complete Schedule F, Parts I and IV		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If 'Yes,' complete Schedule F, Parts II and IV		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If 'Yes,' complete Schedule F, Parts III and IV		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If 'Yes,' complete Schedule G, Part I (see instructions)		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If 'Yes,' complete Schedule G, Part II	X	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If 'Yes,' complete Schedule G, Part III	X	
20 a Did the organization operate one or more hospital facilities? If 'Yes,' complete Schedule H		X
b If 'Yes' to line 20a, did the organization attach a copy of its audited financial statements to this return?		

Part IV Checklist of Required Schedules (continued)

	Yes	No
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organizations or government on Part IX, column (A), line 1? <i>If 'Yes,' complete Schedule I, Parts I and II</i>	21	X
22 Did the organization report more than \$5,000 of grants or other assistance to individuals in the United States on Part IX, column (A), line 2? <i>If 'Yes,' complete Schedule I, Parts I and III</i>	22	X
23 Did the organization answer 'Yes' to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If 'Yes,' complete Schedule J</i>	23	X
24 a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If 'Yes,' answer lines 24b through 24d and complete Schedule K. If 'No,' go to line 25a</i>	24a	X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b	
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c	
d Did the organization act as an 'on behalf of' issuer for bonds outstanding at any time during the year?	24d	
25 a Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If 'Yes,' complete Schedule L, Part I</i>	25a	X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If 'Yes,' complete Schedule L, Part I</i>	25b	X
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? <i>If so, complete Schedule L, Part II</i>	26	X
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? <i>If 'Yes,' complete Schedule L, Part III</i>	27	X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? <i>If 'Yes,' complete Schedule L, Part IV</i>	28a	X
b A family member of a current or former officer, director, trustee, or key employee? <i>If 'Yes,' complete Schedule L, Part IV</i>	28b	X
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If 'Yes,' complete Schedule L, Part IV</i>	28c	X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If 'Yes,' complete Schedule M</i>	29	X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If 'Yes,' complete Schedule M</i>	30	X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If 'Yes,' complete Schedule N, Part I</i>	31	X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If 'Yes,' complete Schedule N, Part II</i>	32	X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If 'Yes,' complete Schedule R, Part I</i>	33	X
34 Was the organization related to any tax-exempt or taxable entity? <i>If 'Yes,' complete Schedule R, Parts II, III, IV, and V, line 1</i>	34	X
35 a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a	X
b If 'Yes' to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If 'Yes,' complete Schedule R, Part V, line 2</i>	35b	
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If 'Yes,' complete Schedule R, Part V, line 2</i>	36	X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If 'Yes,' complete Schedule R, Part VI</i>	37	X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O	38	X

BAA

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

Table with columns for question number, question text, and Yes/No response boxes. Includes sections for backup withholding, employee reporting, foreign accounts, prohibited transactions, and charitable contributions.

Part VI Governance, Management and Disclosure For each 'Yes' response to lines 2 through 7b below, and for a 'No' response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI. [X]

Section A. Governing Body and Management

Table with columns for question number, description, and Yes/No checkboxes. Includes questions 1a, 1b, 2, 3, 4, 5, 6, 7a, 7b, 8a, 8b, and 9.

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with columns for question number, description, and Yes/No checkboxes. Includes questions 10a, 10b, 11a, 11b, 12a, 12b, 12c, 13, 14, 15a, 15b, 16a, and 16b.

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed New Hampshire
18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (501(c)(3)s only) available for public inspection.
19 Describe in Schedule O whether (and if so, how) the organization makes its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
20 State the name, physical address, and telephone number of the person who possesses the books and records of the organization: Victor Maloney 867 Lafayette Rd Seabrook NH 03874 (603) 474-3332

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1 a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of 'key employee.'
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Janine L Richards Director & Chairperson	1.00	X						0.	0.	0.
(2) Erica Ethier Director	1.00	X						0.	0.	0.
(3) Dawn Emerick Director & Secretary	1.00	X		X				0.	0.	0.
(4) Marcia Gloddy Director	1.00	X						0.	0.	0.
(5) Derek Scialdone Director & Treasurer	1.00	X		X				0.	0.	0.
(6) Carol Bostic Director	1.00	X						0.	0.	0.
(7) Elaine Ahearn Director	1.00	X						0.	0.	0.
(8) John McCarthy Director	1.00	X						0.	0.	0.
(9) Jerome Fuller Jr Director	1.00	X						0.	0.	0.
(10) Alan Ganz Director	1.00	X						0.	0.	0.
(11) Victor Maloney Executive Director	40.00				X	X	45,000.	0.	5,000.	
(12)										
(13)										
(14)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)					(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee			
(15) -----									
(16) -----									
(17) -----									
(18) -----									
(19) -----									
(20) -----									
(21) -----									
(22) -----									
(23) -----									
(24) -----									
(25) -----									
1 b Sub-total						45,000.	0.	5,000.	
c Total from continuation sheets to Part VII, Section A									
d Total (add lines 1b and 1c)						45,000.	0.	5,000.	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization ▶

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? If 'Yes,' complete Schedule J for such individual	3	X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If 'Yes,' complete Schedule J for such individual	4	X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If 'Yes,' complete Schedule J for such person	5	X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization ▶

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
CONTRIBUTIONS, GIFTS, GRANTS AND OTHER SIMILAR AMOUNTS	1 a Federated campaigns	1 a 0.					
	b Membership dues	1 b 0.					
	c Fundraising events	1 c 0.					
	d Related organizations	1 d 0.					
	e Government grants (contributions) . .	1 e 0.					
	f All other contributions, gifts, grants, and similar amounts not included above . .	1 f 198,716.					
	g Noncash contributions included in lines 1a-1f: \$	0.					
	h Total. Add lines 1a-1f ▶		198,716.				
PROGRAM SERVICE REVENUE		Business Code					
	2 a Facilitation Fees	999999	147,440.	147,440.	0.	0.	
	b						
	c						
	d						
	e						
	f All other program service revenue . . .						
g Total. Add lines 2a-2f ▶		147,440.					
OTHER REVENUE	3 Investment income (including dividends, interest and other similar amounts) ▶						
	4 Income from investment of tax-exempt bond proceeds . . ▶						
	5 Royalties ▶						
	6 a Gross rents	(i) Real	(ii) Personal				
		11,505.					
		b Less: rental expenses					
		c Rental income or (loss)	11,505.				
	d Net rental income or (loss) ▶			11,505.	0.	0.	11,505.
	7 a Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other				
		b Less: cost or other basis and sales expenses					
		c Gain or (loss)					
	d Net gain or (loss) ▶						
	8 a Gross income from fundraising events (not including . . \$ 15,089 of contributions reported on line 1c) See Part IV, line 18.	a 69,661.					
		b Less: direct expenses	b 13,043.				
c Net income or (loss) from fundraising events ▶				56,618.	0.	56,618.	
9 a Gross income from gaming activities. See Part IV, line 19.	a						
	b Less: direct expenses	b					
	c Net income or (loss) from gaming activities ▶						
10 a Gross sales of inventory, less returns and allowances	a						
	b Less: cost of goods sold	b					
	c Net income or (loss) from sales of inventory ▶						
Miscellaneous Revenue	Business Code						
11 a							
b							
c							
d All other revenue							
e Total. Add lines 11a-11d ▶							
12 Total revenue. See instructions ▶			414,279.	147,440.	0.	68,123.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX.

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to governments and organizations in the United States. See Part IV, line 21	0.	0.		
2 Grants and other assistance to individuals in the United States. See Part IV, line 22	0.	0.		
3 Grants and other assistance to governments, organizations, and individuals outside the United States. See Part IV, lines 15 and 16	0.	0.		
4 Benefits paid to or for members.	0.	0.		
5 Compensation of current officers, directors, trustees, and key employees	50,960.	5,096.	43,316.	2,548.
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B).	0.	0.	0.	0.
7 Other salaries and wages.	179,961.	174,601.	1,360.	4,000.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions).	0.	0.	0.	0.
9 Other employee benefits	6,406.	2,137.	4,143.	126.
10 Payroll taxes	22,226.	18,332.	3,396.	498.
11 Fees for services (non-employees):				
a Management	0.	0.	0.	0.
b Legal	0.	0.	0.	0.
c Accounting	1,500.	0.	1,500.	0.
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees	0.	0.	0.	0.
g Other. (If line 11g amt exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	0.	0.	0.	0.
12 Advertising and promotion	0.	0.	0.	0.
13 Office expenses	17,499.	0.	17,499.	0.
14 Information technology	0.	0.	0.	0.
15 Royalties	0.	0.	0.	0.
16 Occupancy	20,845.	16,676.	4,169.	0.
17 Travel	571.	571.	0.	0.
18 Payments of travel or entertainment expenses for any federal, state, or local public officials	0.	0.	0.	0.
19 Conferences, conventions, and meetings	0.	0.	0.	0.
20 Interest	99.	0.	99.	0.
21 Payments to affiliates	0.	0.	0.	0.
22 Depreciation, depletion, and amortization	5,775.	5,775.	0.	0.
23 Insurance	10,401.	6,241.	4,160.	0.
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a Transportation	16,731.	13,391.	3,340.	0.
b Repairs & Maintenance	118.	0.	118.	0.
c Program Services	74,492.	74,492.	0.	0.
d Contract Service	4,120.	4,120.	0.	0.
e All other expenses	13,043.	0.	0.	13,043.
25 Total functional expenses. Add lines 1 through 24e.	424,747.	321,432.	83,100.	20,215.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720).				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year	
ASSETS	1	Cash — non-interest-bearing	25,035.	1	14,028.
	2	Savings and temporary cash investments		2	
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net	12,996.	4	19,212.
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges		9	
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 29,132.		
	b	Less: accumulated depreciation	10b 15,415.	10c 6,852.	13,717.
	11	Investments — publicly traded securities		11	
	12	Investments — other securities. See Part IV, line 11		12	
	13	Investments — program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11	34,186.	15	0.
16	Total assets. Add lines 1 through 15 (must equal line 34)	79,069.	16	46,957.	
LIABILITIES	17	Accounts payable and accrued expenses	2,976.	17	0.
	18	Grants payable		18	
	19	Deferred revenue	20,000.	19	0.
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26	Total liabilities. Add lines 17 through 25	22,976.	26	0.
NET ASSETS OR FUND BALANCES	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.				
	27	Unrestricted net assets	56,093.	27	46,957.
	28	Temporarily restricted net assets		28	
	29	Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.				
	30	Capital stock or trust principal, or current funds		30	
	31	Paid-in or capital surplus, or land, building, or equipment fund		31	
	32	Retained earnings, endowment, accumulated income, or other funds		32	
	33	Total net assets or fund balances.	56,093.	33	46,957.
	34	Total liabilities and net assets/fund balances	79,069.	34	46,957.

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Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI. X

1	Total revenue (must equal Part VIII, column (A), line 12)	1	414,279.
2	Total expenses (must equal Part IX, column (A), line 25)	2	424,747.
3	Revenue less expenses. Subtract line 2 from line 1	3	-10,468.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	56,093.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	1,332.
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	46,957.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked 'Other,' explain in Schedule O.		
2 a	Were the organization's financial statements compiled or reviewed by an independent accountant? If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2 b	Were the organization's financial statements audited by an independent accountant? If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2 c	If 'Yes' to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.		
3 a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
3 b	If 'Yes,' did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits		

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Form 990 (2013)

Copy

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

OMB No. 1545-0047

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

2013

▶ Attach to Form 990 or Form 990-EZ.

Department of the Treasury
Internal Revenue Service

▶ Information about Schedule A (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

Open to Public Inspection

Name of the organization

SEACOAST YOUTH SERVICES

Employer identification number

02-0529135

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1 A church, convention of churches or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E.)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 An organization that normally receives: (1) more than 33-1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions — subject to certain exceptions, and (2) no more than 33-1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 10 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 11 An organization organized and operated exclusively for the benefit of, to perform the functions of, or carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box that describes the type of supporting organization and complete lines 11e through 11h.
 - a Type I b Type II c Type III — Functionally integrated d Type III — Non-functionally integrated
- e By checking this box, I certify that the organization is not controlled directly or indirectly by one or more disqualified persons other than foundation managers and other than one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**.
- f If the organization received a written determination from the IRS that is a Type I, Type II or Type III supporting organization, check this box
- g Since August 17, 2006, has the organization accepted any gift or contribution from any of the following persons?

- (i) A person who directly or indirectly controls, either alone or together with persons described in (ii) and (iii) below, the governing body of the supported organization?
- (ii) A family member of a person described in (i) above?
- (iii) A 35% controlled entity of a person described in (i) or (ii) above?

	Yes	No
11g (i)		
11g (ii)		
11g (iii)		

h Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-9 above or IRC section (see instructions))	(iv) Is the organization in column (i) listed in your governing document?		(v) Did you notify the organization in column (i) of your support?		(vi) Is the organization in column (i) organized in the U.S.?		(vii) Amount of monetary support
			Yes	No	Yes	No	Yes	No	
(A)									
(B)									
(C)									
(D)									
(E)									
Total									

BAA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule A (Form 990 or 990-EZ) 2013

Part I Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any 'unusual grants'.)	207,523.	156,437.	158,131.	257,326.		779,417.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge.						
4 Total. Add lines 1 through 3	207,523.	156,437.	158,131.	257,326.		779,417.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						779,417.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(f) Total
7 Amounts from line 4	207,523.	156,437.	158,131.	257,326.		779,417.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)	42,252.	45,371.	44,305.	51,624.		183,552.
11 Total support. Add lines 7 through 10						962,969.
12 Gross receipts from related activities, etc. (see instructions)					12	

13 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

Section C. Computation of Public Support Percentage

14 Public support percentage for 2013 (line 6, column (f) divided by line 11, column (f))	14	80.94 %
15 Public support percentage from 2012 Schedule A, Part II, line 14	15	%

16a **33-1/3% support test — 2013.** If the organization did not check the box on line 13, and the line 14 is 33-1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization

b **33-1/3% support test — 2012.** If the organization did not check a box on line 13 or 16a, and line 15 is 33-1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization

17a **10%-facts-and-circumstances test — 2013.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and **stop here.** Explain in Part IV how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization

b **10%-facts-and-circumstances test — 2012.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and **stop here.** Explain in Part IV how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Table with 7 columns: (a) 2009, (b) 2010, (c) 2011, (d) 2012, (e) 2013, (f) Total. Rows include: 1 Gifts, grants, contributions and membership fees received; 2 Gross receipts from admissions, merchandise sold or services performed; 3 Gross receipts from activities that are not an unrelated trade or business under section 513; 4 Tax revenues levied for the organization's benefit; 5 The value of services or facilities furnished by a governmental unit; 6 Total. Add lines 1 through 5; 7a Amounts included on lines 1, 2, and 3 received from disqualified persons; 7b Amounts included on lines 2 and 3 received from other than disqualified persons; 8 Public support (Subtract line 7c from line 6.)

Section B. Total Support

Table with 7 columns: (a) 2009, (b) 2010, (c) 2011, (d) 2012, (e) 2013, (f) Total. Rows include: 9 Amounts from line 6; 10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources; 10b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975; 10c Add lines 10a and 10b; 11 Net income from unrelated business activities not included in line 10b; 12 Other income. Do not include gain or loss from the sale of capital assets; 13 Total Support. (Add lines 9, 10c, 11, and 12.)

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here.

Section C. Computation of Public Support Percentage

Table with 2 columns: Description, Percentage. Row 15: Public support percentage for 2013 (line 8, column (f) divided by line 13, column (f)) - 15%. Row 16: Public support percentage from 2012 Schedule A, Part III, line 15 - 16%.

Section D. Computation of Investment Income Percentage

Table with 2 columns: Description, Percentage. Row 17: Investment income percentage for 2013 (line 10c, column (f) divided by line 13, column (f)) - 17%. Row 18: Investment income percentage from 2012 Schedule A, Part III, line 17 - 18%.

19a 33-1/3% support tests - 2013. If the organization did not check the box on line 14, and line 15 is more than 33-1/3%, and line 17 is not more than 33-1/3%, check this box and stop here. The organization qualifies as a publicly supported organization.

b 33-1/3% support tests - 2012. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33-1/3%, and line 18 is not more than 33-1/3%, check this box and stop here. The organization qualifies as a publicly supported organization.

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions.

Part IV **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; and Part III, line 12. Also complete this part for any additional information. (See instructions).

Pt II Line 10: Description: Other Income -----

Pt II Line 10: 2009: 42252. -----

Pt II Line 10: 2010: 45371. -----

Pt II Line 10: 2011: 44305. -----

Pt II Line 10: 2012: 51624. -----

Copy

Schedule B
(Form 990, 990-EZ,
or 990-PF)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

► Attach to Form 990, Form 990-EZ, or Form 990-PF
► Information about Schedule B (Form 990, 990-EZ, 990-PF) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2013

Name of the organization

SEACOAST YOUTH SERVICES

Employer identification number

02-0529135

Organization type (check one):

Filers of:

Form 990 or 990-EZ

Section:

- 501(c)(3) (enter number) organization
- 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
- 527 political organization

Form 990-PF

- 501(c)(3) exempt private foundation
- 4947(a)(1) nonexempt charitable trust treated as a private foundation
- 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule** .

Note. Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, \$5,000 or more (in money or property) from any one contributor. (Complete Parts I and II.)

Special Rules

For a section 501(c)(3) organization filing Form 990 or 990-EZ that met the 33-1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi) and received from any one contributor, during the year, a contribution of the greater of (1) \$5,000 or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h, or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For a section 501(c)(7), (8), or (10) organization filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 for use *exclusively* for religious, charitable, scientific, literary, or educational purposes, or the prevention of cruelty to children or animals. Complete Parts I, II, and III.

For a section 501(c)(7), (8), or (10) organization filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions for use *exclusively* for religious, charitable, etc, purposes, but these contributions did not total to more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc, purpose. Do not complete any of the parts unless the **General Rule** applies to this organization because it received nonexclusively religious, charitable, etc, contributions of \$5,000 or more during the year ► \$ _____

Caution: An organization that is not covered by the General Rule and/or the Special Rules does not file Schedule B (Form 990, 990-EZ, or 990-PF) but it **must** answer 'No' on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it does not meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

BAA For Paperwork Reduction Act Notice - see the Instructions for Form 990, 990EZ, or 990-PF.

Schedule B (Form 990, 990-EZ, or 990-PF) (2013)

Copy

Name of organization

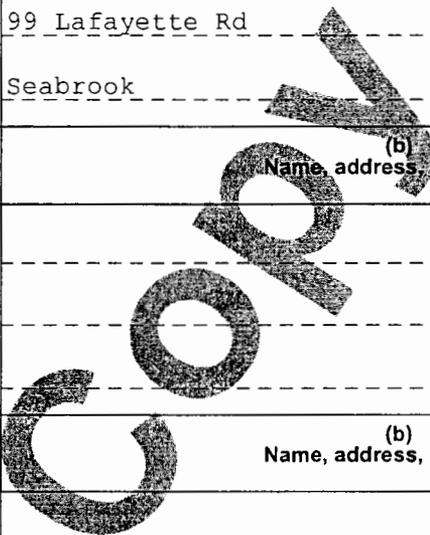
Employer identification number

SEACOAST YOUTH SERVICES

02-0529135

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) Number	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	Office of Juvenile Justice Delinquency Prevention 1056 North River Rd Manchester NH 03104	\$ 87,569.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> <small>(Complete Part II for noncash contributions.)</small>
2	NH Department of Education 25 Capitol St, Room 121 Concord NH 03301	\$ 104,684.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> <small>(Complete Part II for noncash contributions.)</small>
3	NH Dept of Health & Human Services Bureau Drug & Alcohol 105 Pleasant St Concord NH 03301	\$ 16,053.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> <small>(Complete Part II for noncash contributions.)</small>
4	Town of Seabrook 99 Lafayette Rd Seabrook NH 03874	\$ 20,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> <small>(Complete Part II for noncash contributions.)</small>
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> <small>(Complete Part II for noncash contributions.)</small>
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> <small>(Complete Part II for noncash contributions.)</small>



SCHEDULE D (Form 990)

Supplemental Financial Statements

OMB No. 1545-0047

2013

Department of the Treasury Internal Revenue Service

Complete if the organization answered 'Yes,' to Form 990, Part IV, lines 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Information about Schedule D (Form 990) and its instructions is at www.irs.gov/form990.

Open to Public Inspection

Name of the organization

Employer identification number

SEACOAST YOUTH SERVICES

02-0529135

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered 'Yes' to Form 990, Part IV, line 6.

Table with 3 columns: Question, (a) Donor advised funds, (b) Funds and other accounts. Rows include total number at end of year, aggregate contributions, grants, value, and yes/no questions about donor informed status.

Part II Conservation Easements.

Complete if the organization answered 'Yes' to Form 990, Part IV, line 7.

Table with 3 columns: Question, (a) Donor advised funds, (b) Funds and other accounts. Rows include purpose of easements, total number, acreage, modified easements, states, monitoring policy, hours, expenses, and requirements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered 'Yes' to Form 990, Part IV, line 8.

Table with 3 columns: Question, (a) Donor advised funds, (b) Funds and other accounts. Rows include reporting requirements for art and historical treasures, including revenues and assets.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

- a Public exhibition, b Scholarly research, c Preservation for future generations, d Loan or exchange programs, e Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered 'Yes' to Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1 a Is the organization an agent, trustee, custodian, or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No

b If 'Yes,' explain the arrangement in Part XIII and complete the following table:

Table with 2 columns: Description, Amount. Rows: 1 c Beginning balance, 1 d Additions during the year, 1 e Distributions during the year, 1 f Ending balance.

2 a Did the organization include an amount on Form 990, Part X, line 21? Yes No

b If 'Yes,' explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII

Part V Endowment Funds. Complete if the organization answered 'Yes' to Form 990, Part IV, line 10.

Table with 6 columns: (a) Current year, (b) Prior year, (c) Two years back, (d) Three years back, (e) Four years back. Rows: 1 a Beginning of year balance, b Contributions, c Net investment earnings, gains, and losses, d Grants or scholarships, e Other expenditures for facilities and programs, f Administrative expenses, g End of year balance.

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment %, b Permanent endowment %, c Temporarily restricted endowment %

The percentages in lines 2a, 2b, and 2c should equal 100%.

3 a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

Table with 3 columns: Description, Yes, No. Rows: 3a(i) unrelated organizations, 3a(ii) related organizations, 3b If 'Yes' to 3a(ii), are the related organizations listed as required on Schedule R?

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered 'Yes' to Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Table with 5 columns: Description of property, (a) Cost or other basis (investment), (b) Cost or other basis (other), (c) Accumulated depreciation, (d) Book value. Rows: 1 a Land, b Buildings, c Leasehold improvements, d Equipment, e Other.

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10(c).) 13,717.

Part VII Investments – Other Securities.

Complete if the organization answered 'Yes' to Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other _____		
(A) _____		
(B) _____		
(C) _____		
(D) _____		
(E) _____		
(F) _____		
(G) _____		
(H) _____		
(I) _____		
Total. (Column (b) must equal Form 990, Part X, column (B) line 12.)		

Part VIII Investments – Program Related.

Complete if the organization answered 'Yes' to Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment type	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) _____		
(2) _____		
(3) _____		
(4) _____		
(5) _____		
(6) _____		
(7) _____		
(8) _____		
(9) _____		
(10) _____		
Total. (Column (b) must equal Form 990, Part X, column (B) line 13.)		

Part IX Other Assets.

Complete if the organization answered 'Yes' to Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) Prepaid rent	0.
(2) _____	
(3) _____	
(4) _____	
(5) _____	
(6) _____	
(7) _____	
(8) _____	
(9) _____	
(10) _____	
Total. (Column (b) must equal Form 990, Part X, column (B), line 15.)	0.

Part X Other Liabilities

Complete if the organization answered 'Yes' to Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25

(a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) _____	
(3) _____	
(4) _____	
(5) _____	
(6) _____	
(7) _____	
(8) _____	
(9) _____	
(10) _____	
(11) _____	
Total. (Column (b) must equal Form 990, Part X, column (B) line 25.)	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII

Part XIII Supplemental Information *(continued)*

Area with horizontal dashed lines for supplemental information.

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SCHEDULE G
(Form 990 or 990-EZ)

Supplemental Information Regarding Fundraising or Gaming Activities

OMB No. 1545-0047

2013

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Complete if the organization answered 'Yes' to Form 990, Part IV, lines 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.
 ▶ Attach to Form 990 or Form 990-EZ. ▶ See separate instructions.
 ▶ Information about Schedule G (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

Name of the organization: **SEACOAST YOUTH SERVICES** Employer identification number: **02-0529135**

Part I Fundraising Activities. Complete if the organization answered 'Yes' to Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

- 1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.
- a Mail solicitations
 - b Internet and email solicitations
 - c Phone solicitations
 - d In-person solicitations
 - e Solicitation of non-government grants
 - f Solicitation of government grants
 - g Special fundraising events
- 2 a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? Yes No
- b If 'Yes,' list the ten highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in column (i)	(vi) Amount paid to (or retained by) organization
		Yes	No			
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Total						

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

Part II Fundraising Events. Complete if the organization answered 'Yes' to Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

REVENUE		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events	
		Gala (event type)	(event type)	(total number)	(add column (a) through column (c))	
1	Gross receipts	40,529.			40,529.	
2	Less: Charitable contributions					
3	Gross income (line 1 minus line 2).	40,529.			40,529.	
DIRECT EXPENSES	4	Cash prizes				
	5	Noncash prizes				
	6	Rent/facility costs				
	7	Food and beverages				
	8	Entertainment				
	9	Other direct expenses	13,043.			13,043.
	10	Direct expense summary. Add lines 4 through 9 in column (d)				13,043.
11	Net income summary. Subtract line 10 from line 3, column (d)				27,486.	

Part III Gaming. Complete if the organization answered 'Yes' to Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

REVENUE		(a) Bingo	(b) Pull tabs/Instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming
					(add column (a) through column (c))
1	Gross revenue			15,089.	15,089.
DIRECT EXPENSES	2	Cash prizes			
	3	Noncash prizes			
	4	Rent/facility costs			
	5	Other direct expenses			
	6	Volunteer labor	Yes _____ % No	Yes _____ % No	X Yes 100.00 % No
7	Direct expense summary. Add lines 2 through 5 in column (d)				
8	Net gaming income summary. Subtract line 7 from line 1, column (d)				15,089.

9 Enter the state(s) in which the organization operates gaming activities: New Hampshire
 a Is the organization licensed to operate gaming activities in each of these states? Yes No
 b If 'No,' explain: _____

 10a Were any of the organization's gaming licenses revoked, suspended or terminated during the tax year? Yes No
 b If 'Yes,' explain: _____

- 11 Does the organization operate gaming activities with nonmembers? Yes No
- 12 Is the organization a grantor, beneficiary or trustee of a trust or a member of a partnership or other entity formed to administer charitable gaming? Yes No

13 Indicate the percentage of gaming activity operated in:

a The organization's facility	13a	%
b An outside facility	13b	100.00 %

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name ▶ Victor Maloney

Address ▶ 867 Lafayette Rd Seabrook, NH 03874

- 15a Does the organization have a contact with a third party from whom the organization receives gaming revenue? Yes No
- b If 'Yes,' enter the amount of gaming revenue received by the organization ▶ \$ 15,089. and the amount of gaming revenue retained by the third party ▶ \$ 0.
- c If 'Yes,' enter name and address of the third party:

Name ▶ SEACOAST FUNDRAISING

Address ▶ 1 LAFAYETTE RD SEABROOK, NH 03874

16 Gaming manager information:

Name ▶ SEACOAST FUNDRASISING

Gaming manager compensation ▶ \$ 0.

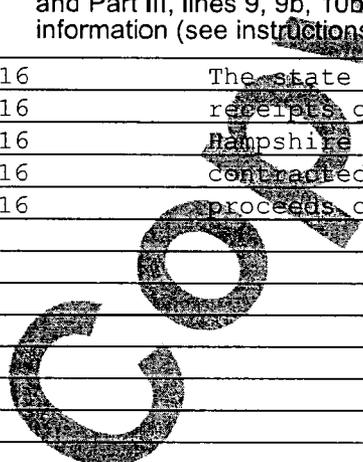
Description of services provided ▶ Conducts, manages, supervises and direct the running of the games of chance.

Director/officer Employee Independent contractor

- 17 Mandatory distributions
- a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? Yes No
- b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year ▶ \$ _____

Part IV Supplemental Information Provide the explanations required by Part I, line 2b, columns (iii) and (v), and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information (see instructions)

Line 16 The state of NH has selected the organization to receive the net
 Line 16 receipts gaming events held on various date by the State of New
 Line 16 Hampshire Gaming Commission for the general public. The
 Line 16 contracted third party retains a portion of the gross
 Line 16 proceeds of the events to pay for the operating costs.



SCHEDULE O
(Form 990 or 990-EZ)

Supplemental Information to Form 990 or 990-EZ

OMB No. 1545-0047

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

2013

▶ Attach to Form 990 or 990-EZ.

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is
at www.irs.gov/form990.

**Open to Public
Inspection**

Department of the Treasury
Internal Revenue Service

Name of the organization

Employer identification number

SEACOAST YOUTH SERVICES

02-0529135

Pt VI, Line 8a The governing documents, conflict of interest policy, & financial statements are available to the public upon request.

Pt VI, Line 8b Contemporaneous notes taken as regular practice by directors and committee members

Pt VI, Line 11b A draft copy provided to directors for review and approval before being signed by officer of organization.

Pt VI, Line 12c The Organization has a conflict of interest policy on file

with the NH Secretary of State's office.

Pt XI Prior year correction to Assets/Depreciation.

Copy

Depreciation and Amortization (Including Information on Listed Property)

Department of the Treasury Internal Revenue Service (99)

See separate instructions. Attach to your tax return.

Attachment Sequence No. 179

Name(s) shown on return

Identifying number

SEACOAST YOUTH SERVICES

02-0529135

Business or activity to which this form relates

Form 990 / Form 990EZ

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

Table with 13 rows for Part I. Columns include line numbers and descriptions of property and costs. Row 6 includes sub-columns (a) Description of property, (b) Cost (business use only), and (c) Elected cost.

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

Table with 3 rows for Part II. Columns include line numbers and descriptions of special depreciation allowance and other depreciation.

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

Table with 2 rows for Section A. Columns include line numbers and descriptions of MACRS deductions and general asset accounts.

Section B - Assets Placed in Service During 2013 Tax Year Using the General Depreciation System

Table with 7 columns: (a) Classification of property, (b) Month and year placed in service, (c) Basis for depreciation, (d) Recovery period, (e) Convention, (f) Method, (g) Depreciation deduction. Rows include 3-year, 5-year, 7-year, 10-year, 15-year, 20-year, 25-year, residential rental, and nonresidential real property.

Section C - Assets Placed in Service During 2013 Tax Year Using the Alternative Depreciation System

Table with 7 columns: (a) Class life, (b) Month and year placed in service, (c) Basis for depreciation, (d) Recovery period, (e) Convention, (f) Method, (g) Depreciation deduction. Rows include 12-year and 40-year classes.

Part IV Summary (See instructions.)

Table with 3 rows for Part IV. Columns include line numbers and descriptions of summary amounts for listed property, total depreciation, and section 263A costs.

Part V Listed Property (Include automobiles, certain other vehicles, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A – Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24 a Do you have evidence to support the business/investment use claimed? Yes No 24b If 'Yes,' is the evidence written? Yes No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions)							25	
26 Property used more than 50% in a qualified business use:								
2006 CHRYSLER TOWN & COUNTRY	02/23/12	100.00	5,130.	5,130.	5.00	200 DB-HY	1,573.	
2005 Ford 500	02/26/11	100.00	4,250.	4,250.	5.00	200 DB-HY	816.	
2004 KIA Sorrento	02/04/13	100.00	4,850.	4,850.	5.00	200 DB-HY	970.	
27 Property used 50% or less in a qualified business use:								
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1							28	3,359.
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1							29	

Section B – Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other 'more than 5% owner,' or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
	Yes	No										
30 Total business/investment miles driven during the year (do not include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C – Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons (see instructions).

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners.		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.)		

Note: If your answer to 37, 38, 39, 40, or 41 is 'Yes,' do not complete Section B for the covered vehicles.

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2013 tax year (see instructions):					
43 Amortization of costs that began before your 2013 tax year.					43
44 Total. Add amounts in column (f). See the instructions for where to report					44

Supporting Statement of:

Form 990 p 9/Other amt. not included

Description	Amount
Contributions	12,185.
Town Funding	24,000.
Grants listed on P&L under Program Income	162,531.
Total	198,716.

Supporting Statement of:

Form 990 p 9/Line 2f Oth Rel/Exmpt -1

Description	Amount
Program Income	222,219.
Less: Grants as inclusion on P&L as Program Income	-162,531.
Mental Health Income	1,851.
Best Buy 21	4,000.
School Bases services	23,030.
Foundations	1,100.
prevention	57,390.
Merchant CD Credit	22.
Medicaid	359.
Total	147,440.

Supporting Statement of:

Form 990 p 9/Gross income fundraising

Description	Amount
Fundraising 2014 March Madness	1,000.
March Madness	40,529.
Adjustment add back for Fund Raising Expenses	13,043.
Seacoast Poker Income	15,089.
Total	69,661.

Supporting Statement of:

Form 990 p 10/Line 7 col (B)

Description	Amount
Total Wages per W3	230,921.
Less: W2 for Vic Maloney	-50,960.

Continued

Supporting Statement of:

Form 990 p 10/Line 7 col (B)

Description	Amount
Less: Amount allocated to Management/General	-1,360.
Less: Amount allocated to Fundraising	-4,000.
Total	<u>174,601.</u>

Supporting Statement of:

Form 990 p 10/Line 10 col (A)

Description	Amount
Total Payroll Taxes	27,239.
Less: Adjustment increase to Gross Wages from payroll taxes	-9,409.
Unemployment Expense	53.
Employment Security	22.
Total	<u>17,905.</u>

Supporting Statement of:

Form 990 p 10/Line 10 col (B)

Description	Amount
Payroll Taxes	22,226.
Less: amount allocated to Admin & General	-3,396.
Less: amount allocated to Fundraising activities	-498.
Total	<u>18,332.</u>

Supporting Statement of:

Form 990 p 10/Line 11c col (C)

Description	Amount
Accounting	1,500.
Total	<u>1,500.</u>

Supporting Statement of:

Form 990 p 10/Line 13 col (A)

Description	Amount
Admin & Overhead Expenses	13,422.
Payroll Service Fees	1,525.
Total	14,947.

Supporting Statement of:

Form 990 p 10/Line 13 col (C)

Description	Amount
Admin & Overhead Expenses	13,422.
BankCard dep discount	446.
Bankcad interchg	235.
Office Equipment	1,871.
Payroll Service	1,525.
Total	17,499.

Supporting Statement of:

Form 990 p 10/Line 23 col (A)

Description	Amount
Total Insurance Expense	15,679.
Professional Liability Insurance	1,128.
Less: Health Insurance listed under Employee Benefits	-6,406.
Total	10,401.

Supporting Statement of:

Form 990 p 10/Line 23 col (B)

Description	Amount
Insurance per P&L	15,679.
Less: Health Insurance to Employee Benefits	-6,406.
Less: Amount allocated to Admin & General	
Add: Professional Liability separately stated	1,128.
Less: Amount to Management & General	-4,160.
Total	6,241.

Supporting Statement of:

Form 990 p 10/Line 23 col (C)

Description	Amount
Insurance	10,401.
Less: Amount allocated to Program Services	-6,241.
Total	<u>4,160.</u>

Supporting Statement of:

Form 990 p 10/Line 24 col (B)-1

Description	Amount
Transportation	
Auto Expnese	16,297.
EZ Pass	434.
Less: Amount allocated to Admin	-3,340.
Total	<u>13,391.</u>

Supporting Statement of:

Form 990 p 10/Line 24 col (B)-3

Description	Amount
Program Services Expense	45,209.
BDAS	349.
Red Ribbon	50.
Project Success	195.
Sale Food	676.
OJJDP Sale Grant	21,143.
SAZ Monthly Reimbursement	6,870.
Total	<u>74,492.</u>

COPY

**Seacoast Youth Services Board of Directors
2015**

Janine L. Richards
Chairperson/ Program Committee

Erica Ethier
Secretary/Fundraising Development

Jim Hunt
Fundraising

Dan Dolan
Fundraising

Steve O'Neil
Program Committee

Elaine Ahearn
Fundraising-Development

John McCarthy
Marketing

Jerome Fuller Jr.
Marketing

Attorney Alan Ganz
Marketing

Board positions are non-compensatory

Vic Maloney

EDUCATION

Bachelor of Science in Recreation Administration. *University of New Hampshire, Durham, NH. 1977*

EXPERIENCE

Executive Director

Seacoast Youth Services, Seabrook, NH

1999 – present

- Daily management of operations of a positive youth development program which included school based and community based experiential learning and mental health services
- Marketing and networking of programs and services
- Management and oversight of payroll with 39 employees, accounts receivable and accounts payable and insurances
- Ongoing communication with referral sources in our catchment area to maintain a presence and continually meet changing community needs
- Develop annual board approved budget and do “whatever it takes” to meet budget including fundraising, grant writing, and other creative mean to fund services

Primary Care Giver

Odyssey House, Hampton, NH

1998-1999

- Direct care provider for 13-17 year olds in a residential setting
- Provided educations, physical and emotional oversight

Road Salesmen

Goldsmiths Sporting Goods, Bangor, ME

1981-1996

- Responsible for cultivating team and institutional sales of sporting goods in NH and Eastern Mass.

Owner/Trainer

Park Place Kennel, Seabrook, NH

1977-1981

- Responsible for care and conditioning of racing greyhounds
- Management and oversight of 12-15 employees including payroll, accounts payable, commissions, communicating with greyhound owners, and maintenance for fleet of 3-5 vehicles
- Annual budget of \$1,000,000.

Stephanie Wright

EDUCATION

Masters of Social Work. Summa Cum Laude. *University of New Hampshire*, Durham, NH. May 2011

Bachelor of Science in Family Studies/Support. Cum Laude. *University of New Hampshire*, Durham, NH. 2007

Minor in Adolescent & Youth Development, and Nutrition. *University of New Hampshire*, Durham, NH. 2007

EXPERIENCE

Student Assistance Counselor

2013 – Present

Seacoast Youth Services, Seabrook, NH

- Assess and provide counseling services to students regarding substance abuse and other behavioral or mental health issues
- Refer students and families to appropriate community resources for ongoing behavioral health treatment
- Coordinate school wide universal prevention activities
- Teach prevention education to 7th grade students
- Collaborate with school guidance counselors, teachers, and administrators

Clinical Case Manager

2011 – 2012

Team Coordinating Agency – Phoenix East, Haverhill, MA

- In-patient clinician who provided individual, group, and family psychotherapy for adolescent boys placed in residential facility for behavioral and emotional difficulties
- Completed Comprehensive Assessments, diagnosed, developed individual treatment plans, and completed discharge summaries
- Provided case management and clinical support for residents in the STARR and BTR programs
- Conducted weekly Treatment Team Reviews
- Worked directly with collateral contacts including parents, Department of Children and Families, attorneys, psychiatrists, and other social service providers involved with the client
- Responsible for development and maintenance of clients clinical file per agency and licensing protocol
- Functioned as an administrator on a multidisciplinary treatment team
- Provided on-call support and guidance to direct care staff during crisis situations
- Attended weekly administrative, staff, supervision, and clinical team meetings
- Responsible for data entry on The Virtual Gateways Online System

Counselor, Adolescent Substance Abuse Program

2010 – 2011

Seacoast Youth Services, Seabrook, NH

- Provided substance abuse group counseling for adolescents
- Used highly-effective Motivational Enhancement Therapy and Cognitive Behavioral Therapy
- Documented adolescents behavior, attendance, and substance use
- Worked with adolescents to achieve treatment goals

Program Director

2007 – 2009

Seacoast Youth Services, Seabrook, NH

- Planned and implemented a variety of after-school youth development programs
- Provided a safe-and-supportive environment for youth to develop strategies for future success
- Provided tutoring and support for students serving out-of-school suspension
- Played an active role in grant writing for the agency and was responsible for program advertising
- Coordinated nine-week summer camps
- Participant in the Lower Seacoast Youth and Family Coalition

Scott T. Bleakley, LICSW

Education

Master of **Social Work**
University of New England, Biddeford, ME, 1999

Bachelor of Science in **Social Work**
Plymouth State College, Plymouth, NH 1993

Professional Experience

Scott T. Bleakley, LICSW June 2002–Present
Private Practice

Associates In Psychological Services, N. Andover, MA
The Merrill Block, 163 Water Street, Exeter, NH

- Conduct individual, family and group psychotherapy
- Specialize in working with children and adolescents with depression, substance abuse, ADHD and other related disorders

Clinician

Winnacunnet High School, Hampton, NH
Seacoast Youth Services, Seabrook, NH

- Conduct assessments and individual therapy with students who have been referred to the program that have violated the school's chemical policy
- Maintain communication with the School Social Worker to receive updates on new suspensions/referrals, as well as provide the School Social Worker with information regarding attendance and participation in appointments
- Track students that are not attending the corresponding group at Seacoast Youth Services
- Collaborate with Guidance Counselors and Assistant Principals to assist in removal of any barriers the students face in receiving services.
- Make referrals for continuing treatment services for students who are significantly drug and alcohol involved.

Hampstead Hospital, Hampstead, NH

Psychiatric Social Worker (Youth Treatment Program)

- Conduct psychosocial assessments with assigned clients and their respective families
- Involved in team rounds to develop an individualized treatment plan for patients
- Consult with referral sources and outpatient therapy teams throughout patient's course of treatment
- Facilitate family meetings throughout patient's course of treatment
- Provide information to utilization reviewers regarding patient's treatment status
- Provide thorough discharge planning by referring patients and families to appropriate outpatient supports
- Facilitate adolescent group therapy (5 hours per week)
- Facilitate a parent education/support group

September 2005-present

October 1993–September 2005

- Receive supervision on an individual basis by LICSW level social worker

Families and Schools Together (FAST)

Andover School District, Andover MA

Substance Abuse Specialist Team Member

Aug. 2000–May
2001

- Provided substance abuse consultation for team and parents
- Prepared and made available developmentally appropriate substance abuse prevention materials and provided resource information
- Provided substance abuse assessment and referrals, for youth or adults
- Prepared, presented, and facilitated substance abuse presentation and discussion
- Co-facilitated youth group regarding substance abuse prevention
- Co-facilitated parent informational group regarding substance abuse education/prevention

Strafford Guidance Center, Dover, NH

Social Work Intern, Elder Services Outpatient Team

Sept. 1998–May
1999

- Conducted intake assessments for new clients
- Provided individual therapy/case management services for assigned clients and formulated treatment plans as appropriate
- Responsible for developing and facilitating Mental Illness Management Group (MIMS), which focused on educating/supporting elder clients on improving socialization/interpersonal skills
- Attended to weekly supervision with MSW level field instructor and participated in weekly rounds with other staff disciplines including Manager of Elder Services and staff psychiatrist
- Conducted networking with other disciplines associated with assigned client's case, including nursing home representatives, outpatient physicians, etc.
- Member of Family Series Program, which provides an education/support group for adults of the community who are dealing with a family member's mental illness

Woodman Park Elementary School, Dover, NH

Social Work Intern

Sept. 1997–May
1998

- Conducted assessment and treatment of students in need, using individual, group and family approaches
- Responsible for organizing and facilitating therapeutic groups for students, including social skills and Family Change group
- Received weekly individual and group supervision from CCSW level field instructor

Julie Golkowski

SUMMARY OF EXPERIENCE

- Over 25 years of experience working with vulnerable youth and families with serious emotional problems, traumatic backgrounds, involvement in Department of Juvenile Justice and/or Child Protective Services and Foster Care.
- Strong leadership skills with vision to develop and implement new programs using best practices to meet the needs of vulnerable youth and families.
- Subject Matter Expert in Child and Adolescent trauma, abuse, and neglect.

EMPLOYMENT HISTORY

Julie Golkowski, LCMHC Independent Consultant 8/11-present

- Served as Subject Matter Expert and Consultant for the OJJDP, DOD funded Amachi Multi-State Project. Under the leadership of Public/Private Ventures Amachi expanded mentoring services to youth from military families.
- Facilitate Train the Trainer workshops for NAMI NH CONNECT Suicide Prevention/ Postvention Program through State Departments of Mental Health nationally.
- Serve on wraparound team addressing the needs of youth with mental health and/or juvenile justice involvement.
- Serve on multidisciplinary team of pediatricians, school staff, and mental health clinicians to enhance coordination of care for vulnerable youth.
- Provide training and technical assistance to staff serving in an OJJDP funded after school program.
- Provided training on mentoring youth with histories of trauma, abuse, and neglect to YouthBuild Organizations. Training included information on best practices in being a trauma informed agency.

Julie Golkowski, LCMHC Clinical private practice 8/11-present

- Clinical psychotherapy practice serving children, youth, families and couples.
- Specialty experience in trauma, depression, family systems and work with youth involved in child protection and juvenile justice systems.
- Use of several evidenced based practices including Trauma focused – cognitive behavior therapy and dialectical behavior therapy
- Facilitate parent group in Evidence Based Model program for adolescent substance abusers who are involved with the juvenile justice system.

Dare Mighty Things Principal Consultant 11/09-5/11

- Served as Subject Matter Expert in the development of e- learning and classroom based training for the National Guard Family Program. Led the development of a comprehensive program of instruction to enhance the overall effectiveness of the NGFP.
- Participated in a benchmarking study of best practices in the Yellow Ribbon Reintegration Program (YRRP) through national site visits. Developed toolkits, webinars, classroom lesson plans, and e- learning for use by YRRP staff nationally to maximize the effectiveness of efforts to serve the needs of military families throughout the deployment cycle.
- Participated in an additional benchmarking study of National Guard Comprehensive Services Support resulting in the development of toolkits, webinars, classroom lesson plans, and e- learning culminating in a presentation at the 2011 National Guard Professional Development Seminar.
- Developed design for a National Guard Psychological Health Dashboard for performance management.
- Provided ongoing input into deliverables related to vulnerable populations with a focus on resilience, strengths based solutions, evidenced based practices, and performance management.
- Participated in writing government and foundation proposals and white papers.

Seacoast Mental Health Center

Director- Child, Adolescent and Family Services

11/04–11/09

- Responsible for clinical and administrative supervision and training of therapeutic teams including therapists, case managers, therapeutic mentors and graduate school clinical interns.
- Managed a three million dollar budget and assured that clinical and fiscal goals were met. Began Director Position with a \$200,000 budgetary deficit and exceeded budget by \$900,000 in second year as Director.
- Facilitated regional planning for children's mental health services.
- Collaborated with community and state agencies to deliver comprehensive services to children and their families.
- Developed an early intervention substance abuse program utilizing Evidence Based Practices.
- Collaborated with NAMI NH Suicide Prevention Program. Served as a master trainer within the state.
- Served as member of the Child Advocacy Center and participated in multidisciplinary team meetings to assure that child victims of sexual and physical abuse received the full array of services. Served as the mental health consultant to the team.
- Provided training and consultation to community agencies including schools, Department of Juvenile Justice, Child Protective Services, pediatricians on topics including domestic violence, co-morbidity of PTSD and substance abuse, suicide assessment and intervention.
- Participated in Trauma Focused Cognitive Behavioral Therapy model through Dartmouth University's Evidenced Based Practice team.
- Collaborated with CMHC children's directors to influence the direction and delivery of clinical services in New Hampshire.

Seacoast Mental Health Center Team Leader – Child Adolescent and Family Services

2003 – 2004

- Facilitated team meetings which included professional development and case consultation.
- Provided clinical training and supervision
- Maintained a clinical case load including the facilitation of Dialectical Behavior Therapy Groups.

Teaching Family Home Program, Catholic Charities Coordinator of Clinical Services

1997 – 2003

- Responsible for clinical supervision and training of staff and clinical interns in three therapeutic residential homes for youth with serious emotional disturbance.
- Secured a mentoring grant and developed a program to support adolescents with trauma histories.
- Provided individual and family therapy to youth with histories of juvenile detention, incarcerated parents, multiple hospitalizations, trauma, abuse and foster care placement.
- Provided crisis response during and after business hours.
- Facilitated systemic processes that encouraged the permanent return of youth to their families. Upon discharge provided after care to ensure permanency.

The Adult Program, Great Neck Public Schools

Counselor

1985 –1997

- New York State Certified School Counselor
- Provided counseling in a multi-cultural adult program for High School drop outs and ESL students.
- Coordinated Literacy Volunteers program.
- Taught Columbia University's Atkins Life Skills Program, a job readiness, employability program.

EDUCATION

1997	Professional Diploma, Hofstra University, Marriage and Family Therapy Sixty credit post masters clinical program While in second year of program served as chief resident for the Hofstra Marriage and Family Therapy clinic.
1981	MA, New York University, Counselor Education
1978	BA, State University of New York at Oneonta, Political Science

SELECTED PUBLICATIONS AND PRESENTATIONS

- Presented "Understanding and Managing Vicarious Trauma" – Six C.E.U. seminar for mental health and substance abuse professionals. 2012 New Hampshire
- Presented "Understanding the needs of the Military Child" At Public/Private Ventures in Philadelphia. 2012
- Presented at the 2011 National Guard Professional Development Seminar on Best Practices Toolkits
- Presented at the 2010 Yellow Ribbon Reintegration Training conference on Best Practices Toolkits

- Presented statewide training through NH Department of Health and Human Services and Dartmouth University Psychiatric Research Center in resiliency oriented treatment planning.
- Presented at NH Pediatric Society Annual Conference on Trauma Focused Cognitive Behavioral Therapy
- Presented at National American Association of Suicidology Conference on Suicide Prevention.
- Presented at NH Infant Mental Health Conference on neurobiology and attachment disorders in children.
- Wrote paper for publication, "*The neurobiology of attachment: Implications for mentoring youth with histories of abuse or neglect.*"

PROFESSIONAL REGISTRATIONS AND CERTIFICATIONS

- Approved Supervisor of the American Association of Marriage and Family Therapy
- Licensed Clinical Mental Health Counselor
- Member of the NH Disaster Behavioral Health Response Team (DBART)
- Task Force Member for the NH Executive Planning Commission on special education, established by House Bill 661.
- Adjunct Faculty Member University of New Hampshire 2006-2008
- Adjunct Faculty Member Antioch University 2007-2008
- Advisory Board Member – Big Brothers Big Sisters. 2008-2009
- Board Member – Child Advocacy Center 2010 – Serving the needs of child abuse victims.

Barry S. Timmerman, MLADC, LCMHC

EDUCATION:

Antioch New England Graduate School, Keene, NH

Masters of Arts in Counseling Psychology in 11/92, Holistic Psychotherapy

Lesley College, Cambridge, MA

Graduated with a Bachelor of Arts in Counseling Psychology in 5/89

- NH Master Licensed Alcohol and Drug Counselor
- Internationally Certified Alcohol and Drug Counselor
- NH Licensed Clinical Mental Health Counselor
- Certified Challenge Program Facilitator
- Certified Prime for Life Facilitator
- Certified GAIN-I Administrator
- Certified GAIN-I Local Trainer
- Trained MET/CBT5 provider since 2003
- Trained in MATRS Treatment Planning Mode
- Trained in the Addiction Severity Index, (ASI)

WORK EXPERIENCE

Seacoast Youth Services, Seabrook, NH (03/10-Present) Clinical Director

- Facilitate the Adolescent Substance Abuse Program, (ASAP), MET/CBT 12, Prime for Life, Challenge, all Evidenced-based groups for teens;
- Responsible for all program documentation, communication with referral sources that include DJJS personnel, Law Enforcement, community providers and school personnel;
- Co-facilitate monthly ASAP meetings with collaborators;
- Provide clinical supervision to program staff;
- Provide quality assurance and program improvement implementation;
- Consultation with the Executive Director;
- Member of the ASAP Wrap-Around Team that provides wrap-around services for Seacoast youth and their families;
- Provide GAIN Evaluations;
- Provide individual therapy and family therapy;
- Key team member in developing ability for third party billing through the NIATX Learning Collaborative.

Serenity Clinical Consultation & Treatment Services, (09/02 - Present)

- Provide trainings on a variety of topics related to addiction, mental health, co-occurring disorders, and integrated care to the NH Institute of Addictive Disorders, and other public/private organizations;
- Provide evidence-based bullying training to parents and schools;

- Provide consultation and clinical supervision to individual clinicians and to schools and agencies
- Provide assessment and treatment contract services to agencies
- Provide individual mental health and substance abuse counseling

Phoenix House Franklin Center, Franklin, NH (06/10-present)

- Provide adults residents with Co-occurring clinical assessments;
- Determine DSM-V diagnosis for all assessed clients;
- Develop short and long-term treatment recommendations;
- Provide staff with clinical support and in-service trainings.

Timberlane District, Manchester District & Winnecunnet School High School Student Assistance Programs, (9/02- Present)

Provide clinical consultation to leadership staff of Student Assistance Programs (including risk management, direct observation of SAP service delivery, program development, policy development, fidelity assurance and case review;

New Hampshire Community Technical College, Nashua, NH Teacher (09/02 - 12/02)

The Youth Council, Nashua, NH (03/10- 11/10)

Farnum Center, Manchester, NH (12/1/10 – 07/01/12)

Easter Seals, Manchester, NH Webster St. Residential Facility/Zachery Road Residential facility 8/11- 07/01/12

Center for Excellence, Community Health Institute, Bow, NH 11/10-7/11

Seacoast Mental Health Center, Portsmouth, NH

Team Leader, Children, Adolescent and Family Services (09/09-03/10)

OdysseyNH, Hampton, NH

Director of Substance Abuse Services (04/07 – 08/09)

The Youth Council, Nashua, NH

Director of Substance Abuse Services, Clinical Supervisor, Direct Service Clinician (01/89 – 03/07)

Pegasus Youth Residence, Lawrence, MA

Residential Counselor (11/88 - 12/89)

PAST AND PRESENT VOLUNTEER ACTIVITIES/LOCAL AND STATE AFFILIATIONS

- Past Faculty member, New England School of Addiction Studies;
- Past Adult Staff, New Hampshire Teen Institute; Past Board Member NHTI
- Past Secretary, Past Chairman, Nashua Task Force on Alcohol and Other Drugs;
- United Way Day of Caring Volunteer;
- Past Project Safeguard faculty member;
- Past PACT faculty member;
- Newspaper Columnist;
- Big Brother for 10 years for Big Brothers, Big Sisters Inc.;
- NH Alcohol and Other Drug Abuse Counselors Association board member and past Chairperson for Workforce Development, current Seacoast Representative and liaison to the Prevention Certification Board
- Past member of the Scientific Advisory Board Initiative to Improve access to Treatment for Adolescents and Young Adults with Co-occurring Disorders;
- Past advisory board member, Partnership for Healthy Children;
- Past board member of the New Hampshire Alcohol and Drug Abuse Providers Association, current member of the Providers Association;
- Current board member of the NH Board of Licensing for Alcohol and Other Drug Use Professionals.

AWARDS

- 1996 Rotary International Exemplary Employee award
- 2003 Jefferson Award winner
- 2004 Tom Fox Award for Counselor of the Year
- 2006 NHADACA President's Award

ADDITIONAL INFORMATION

- Musician
- Outdoor enthusiast
- Writer
- Daily Meditation practice

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Agency Name:

Seacoast Youth Services

Name of Bureau/Section:

State of NH Bureau of Drug and Alcohol Services

BUDGET PERIOD:		SFY14-15	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Vic Maloney, Executive Director	\$58,000	0.00%	\$0.00
Stephanie Wright, Student Assistance Counselor (SAC)	\$49,858	75.00%	\$37,393.20
Scott Bleakley, Supervisor for Student Assistance Counselor	\$3,672	75.00%	\$2,754.00
Barry Timmerman, Clinical Director	\$52,000	0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
TOTAL SALARIES	\$163,530		\$40,147.20

3



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

Nicholas A. Toumpas
Commissioner

Eric D. Borrin
Director

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

February 24, 2015

AG Approved: 4/6/15

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

Dear Attorney Yaple,

Please review the attached amendment between the Department of Health and Human Services, Division Community Based Care Services, Bureau of Drug and Alcohol Services and Seacoast Youth Services, (Vendor #203944-B001), 867 Lafayette Road, Seabrook, NH 03874. The Contractor provides Evidence Based Student Assistance Programing to reduce underage drinking among 12-18 year olds and reduce prescription drug abuse among persons 12-18 years old. This contractor requested adjustments to line item amounts within the State Fiscal Year 2015 budget, within the price limitation, to realign the budget expenditures. The Governor and Executive Council approved the original agreement on June 19, 2013 (Item #135A), and a subsequent amendments on June 18, 2014 (Item #103) and August 13, 2014 (by Attorney General). This is a zero cost amendment. 100% Federal Funds.

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

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.

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

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

EXPLANATION

Seacoast Youth Services has requested a budget revision for the following reason: In accordance with recommendations from an audit conducted by the New Hampshire Department of Health and Human Services' Office of Business Operations the vendor is requesting to merge line items within the their budget for a truer reflection of their internal operations and costs. Also, due to the

need for increased travel between the two schools associated with this vendor there is a request to move funds from subcontracts/agreements to travel.

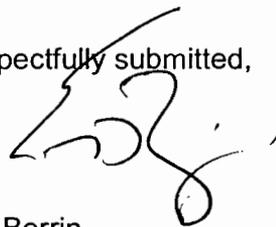
This contract was awarded as the result of a competitive bid process. A Request for Proposals was posted on the Department's web site on February 27, 2013 through April 12, 2013 for Strategic Prevention Framework Partnership for Success II initiative.

Area Served: Middle School Students at Hampton Academy and Seabrook Middle School.

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

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

Respectfully submitted,



Eric Borrin



State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Seacoast Youth Services Contract

This 3rd Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II contract (hereinafter referred to as "Amendment #3") dated March 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Seacoast Youth Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 867 Lafayette Road, Seabrook, NH 03874.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, (Item # 135A), amended by an agreement (Amendment # 1 to the Contract) approved on June 18, 2014, (Item # 103), and amended by an agreement (Amendment # 2 to the Contract) approved on August 13, 2014, (by the Attorney General), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the Exhibit B of the Amendment # 1, paragraph #1 a., which states that notwithstanding paragraph 18 of the P-37, an amendment limited to transfer of funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of G&C; and

WHEREAS the Parties agree to adjust Budget amounts within the Budget for State Fiscal Year 2015 and within the price limitation.

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

To amend as follows:

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



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

This amendment shall be effective upon the date of approval.

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

State of New Hampshire
Department of Health and Human Services

3/24/15
Date

Diane Langley
Diane Langley
Director

Seacoast Youth Services

3/20/15
Date

Uec Maloney
NAME
TITLE Executive Director

Acknowledgement:

State of NH, County of Rockingham on 3/20/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Mr. Forrest E. Carter Jr. 3/20/15
Name and Title of Notary or Justice of the Peace

Forrest E Carter Jr
Notary Public, State of New Hampshire
My Commission Expires August 14, 2018

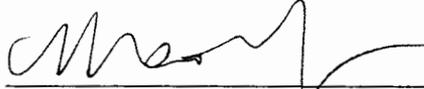
New Hampshire Department of Health and Human Services
NH Strategic Prevention Framework Partnership for Success II



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

OFFICE OF THE ATTORNEY GENERAL

4/6/15
Date


Name: Megan A. Yade
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Amendment #3

New Hampshire Department of Health and Human Services				
Bureau of Drug and Alcohol Services				
BUDGET FORM				
Bidder/Program Name: <u>Seacoast Youth Services</u>				
Budget Request for: <u>Strategic Prevention Framework for Partnership Success II</u> <i>(Name of RFP)</i>				
Budget Period: <u>SFY 2015, July 1, 2014 to June 30, 2015</u>				
Line Item	Direct Incurred Total	Indirect Fixed	Total	Match Funding
1. Total Salary/Wages	\$ 56,823.05	\$ -	\$ 56,823.05	\$ 18,941.00
2. Employee Benefits	\$ -	\$ -	\$ -	\$ 750.00
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 4,350.00	\$ -	\$ 4,350.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 450.00	\$ -	\$ 450.00	
6. Travel	\$ 1,300.00	\$ -	\$ 1,300.00	
7. Occupancy	\$ 2,825.00	\$ -	\$ 2,825.00	
8. Current Expenses	\$ 3,500.00	\$ -	\$ 3,500.00	
9. Marketing/Communications	\$ 9,500.00	\$ -	\$ 9,500.00	
10. Staff Education and Training	\$ 7,500.00	\$ -	\$ 7,500.00	
11. Subcontracts/Agreements	\$ 27,837.50	\$ -	\$ 27,837.50	
12. Other (specific details mandatory)	\$ 3,514.59	\$ -	\$ 3,514.59	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 117,600.14	\$ -	\$ 117,600.14	\$ 19,691.00

* Of the amount budgeted in Exhibit B-1 Amendment #2, SFY 2015, a total amount of \$13,607.50 shall be for consultants expenditures incurred by September 29, 2014.



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

Nicholas A. Toumpas
 Commissioner

Sheri L. Rockburn
 Chief Financial Officer

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

August 12, 2014

AG Approved: 8/13/14

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

Good Morning Attorney Wiant,

I am writing to ask that you review the attached amendment between the Department of Health and Human Services, Division Community Based Care Services, Bureau of Drug and Alcohol Services and Seacoast Youth Services, (Vendor #203944-B001), 867 Lafayette Road, Seabrook, NH 03874. It has been signed by the Director and an authorized signor for the vendor. Their contract with Bureau of Drug and Alcohol Services is to provide Evidence Based Student Assistance Programing to reduce underage drinking among 12-18 year olds and reduce prescription drug abuse among persons 12-18 years old.. This contractor requested adjustments to line item amounts within the State Fiscal Year 2015 budget, within the price limitation of \$200,627.41, in order to correct a budgeting error made by the contractor. The Governor and Executive Council approved the original agreement on June 19, 2013 (Item #135A), and a subsequent amendment on June 18, 2014 (Item #103). This is a zero cost amendment.

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

Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase/Decrease Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Program Svc	\$ 83,027.27	\$0.00	\$ 83,027.27
SFY 2015	102-500734	Contracts for Program Svc	\$117,600.14	\$0.00	\$117,600.14
		TOTAL	\$200,637.41	\$0.00	\$200,637.41

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

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

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

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

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

EXPLANATION

Seacoast Youth Services has requested a budget revision for the following reason: When the Contractor completed the budget for Amendment #1 to move funding in the amount of \$13,607.50 from SFY 2014 to SFY 2015, they inadvertently transferred funding to the incorrect budget line item for salary/wages instead of the correct line item for Consultants. The Evidence Based Student Assistance Program provided through this contract includes alcohol and other drug screenings, individual support sessions, group support sessions, and referrals to drug and alcohol treatment providers to help students in communities with high rates of substance misuse and abuse. The program seeks to reduce underage drinking among persons aged 12 to 20 and prescription drug misuse and abuse among persons aged 12 to 25.

There are no additional funds being requested in this amendment. Other than the budget revisions outlined above, all other terms and conditions remain unchanged from the original agreement approved by the Governor and Executive Council on June 19, 2013 (Item #135A), and a subsequent amendment on June 18, 2014 (Item #103).

This contract was awarded as the result of a competitive bid process. A Request for Proposals was posted on the Department's web site on February 27, 2013 through April 12, 2013 for Strategic Prevention Framework Partnership for Success II initiative.

Area Served: Middle School Students at Hampton Academy and Seabrook Middle School..

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

Respectfully submitted,



Catherine Cormier, Administrator



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Seacoast Youth Services Contract**

This 2nd Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II contract (hereinafter referred to as "Amendment #1") dated this 29th day of July 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Seacoast Youth Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 867 Lafayette Road, Seabrook, NH 03874.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, (Item # 135A), and amended by an agreement (Amendment # 1 to the Contract) approved on June 18, 2014, (Item # 103), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the Exhibit B of the Amendment # 1, paragraph #1 a., which states that notwithstanding paragraph 18 of the P-37, an amendment limited to transfer of funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of G&C; and

WHEREAS the Parties agree to adjust Budget amounts within the Budget and within the price limitation.

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

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



New Hampshire Department of Health and Human Services
NH 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,

State of New Hampshire
Department of Health and Human Services

8/12/14
Date

[Signature]
NAME Diane Langley, Director
TITLE

Seacoast Youth Services

8/11/14
Date

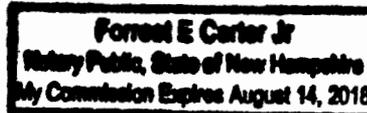
[Signature] Executive Director
NAME Vic Maloney, Executive Director
TITLE

Acknowledgement:

State of NH, County of Rockingham on August 11, 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



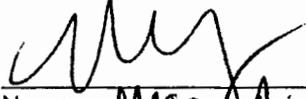
New Hampshire Department of Health and Human Services
NH Strategic Prevention Framework Partnership for Success II



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

OFFICE OF THE ATTORNEY GENERAL

8/13/14
Date


Name: Megan A. Yapple
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Amendment #2

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

BUDGET FORM

Bidder/Program Name: Seacoast Youth Services

Budget Request for: Strategic Prevention Framework for Partnership Success II

(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Match/Funding
1. Total Salary/Wages	\$ 49,928.88	\$ -	\$ 49,928.88	\$ 18,549.63
2. Employee Benefits	\$ 562.50	\$ -	\$ 562.50	\$ 750.00
3. Consultants	\$ 5,200.00	\$ -	\$ 5,200.00	
4. Equipment:	\$ 950.00	\$ -	\$ 950.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 1,350.00	\$ -	\$ 1,350.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 450.00	\$ -	\$ 450.00	
6. Travel	\$ 1,450.00	\$ -	\$ 1,450.00	
7. Occupancy	\$ 2,825.00	\$ -	\$ 2,825.00	
8. Current Expenses	\$ 1,650.00	\$ -	\$ 1,650.00	
Telephone	\$ 400.00	\$ -	\$ 400.00	
Postage	\$ 400.00	\$ -	\$ 400.00	
Subscriptions	\$ 1,050.00	\$ -	\$ 1,050.00	
Audit and Legal	\$ 1,000.00	\$ -	\$ 1,000.00	
Insurance	\$ 500.00	\$ -	\$ 500.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 4,300.00	\$ -	\$ 4,300.00	
11. Staff Education and Training	\$ 7,500.00	\$ -	\$ 7,500.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory)	\$ 3,510.89	\$ -	\$ 3,510.89	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
Sub-Total Direct Costs	\$ 83,027.27	\$ -	\$ 83,027.27	\$ 19,299.63
14. Indirect Costs (not to exceed 10%)	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 83,027.27	\$ -	\$ 83,027.27	\$ 19,299.63

Exhibit B-1 Amendment #2

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

BUDGET FORM

Bidder/Program Name: Seacoast Youth Services

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

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

Line Item	Direct Incremental	Indirect Fixed	Total	Match Funding
1. Total Salary/Wages	\$ 56,823.05	\$ -	\$ 56,823.05	\$ 18,941.00
2. Employee Benefits	\$ -	\$ -	\$ -	\$ 750.00
3. Consultants	\$ 20,057.50	\$ -	\$ 20,057.50	
4. Equipment:	\$ 950.00	\$ -	\$ 950.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 1,350.00	\$ -	\$ 1,350.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 450.00	\$ -	\$ 450.00	
6. Travel	\$ 800.00	\$ -	\$ 800.00	
7. Occupancy	\$ 2,825.00	\$ -	\$ 2,825.00	
8. Current Expenses	\$ 1,200.00	\$ -	\$ 1,200.00	
Telephone	\$ 400.00	\$ -	\$ 400.00	
Postage	\$ 400.00	\$ -	\$ 400.00	
Subscriptions	\$ 1,050.00	\$ -	\$ 1,050.00	
Audit and Legal	\$ 1,000.00	\$ -	\$ 1,000.00	
Insurance	\$ 500.00	\$ -	\$ 500.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 1,000.00	\$ -	\$ 1,000.00	
10. Marketing/Communications	\$ 9,500.00	\$ -	\$ 9,500.00	
11. Staff Education and Training	\$ 7,500.00	\$ -	\$ 7,500.00	
12. Subcontracts/Agreements	\$ 8,280.00	\$ -	\$ 8,280.00	
13. Other (specific details mandatory)	\$ 3,514.59	\$ -	\$ 3,514.59	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
Sub-Total Direct Costs	\$ 117,600.14	\$ -	\$ 117,600.14	\$ 19,691.00
14. Indirect Costs (not to exceed 10%)	\$ -	\$ -	\$ -	
TOTAL	\$ 117,600.14	\$ -	\$ 117,600.14	\$ 19,691.00

* Of the amount budgeted in Exhibit B-1 Amendment #2, SFY 2015, a total amount of \$13,607.50 shall be for consultants expenditures incurred by September 29, 2014.



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

Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 29, 2014 **G&C Approved**

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

Date 6/18/14
 Item # 103

REQUESTED ACTION

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

Summary of SFY 14 contracted amounts by vendor:

Vendor	SFY 14 Current Budget	Increase/Decrease Amount	SFY 14 Revised Modified Budget
Cheshire County	\$301,091.00	(\$110,600.60)	\$190,490.40
Seacoast Youth Services	\$ 96,634.77	(\$ 13,607.50)	\$ 83,027.27
Milton School District	\$ 98,861.20	(\$ 34,606.96)	\$ 64,254.24
TOTAL SFY 14	\$496,586.97	(\$158,815.06)	\$337,771.91

Summary of SFY 15 contracted amounts by vendor

Vendor	SFY 15 Current Budget	Increase/Decrease Amount	SFY 15 Revised Modified Budget
Cheshire County	\$270,526.00	\$110,600.60	\$381,126.60
Seacoast Youth Services	\$103,992.64	\$ 13,607.50	\$117,600.14
Milton School District	\$ 98,861.20	\$ 34,606.96	\$133,468.16
TOTAL SFY 15	\$473,379.84	\$158,815.06	\$632,194.90

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

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

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

EXPLANATION

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

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

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

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

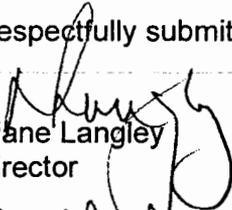
Areas served: Keene State and Franklin Pierce College and surrounding communities;
 Seabrook Middle School, Hampton Academy; and
 Milton School District.

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

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

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

Respectfully submitted,



Diane Langley
Director

Approved by:



Nicholas A. Toumpas
Commissioner



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Seacoast Youth Services Contract

This 1st Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II contract (hereinafter referred to as "Amendment #1") dated this 19th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Seacoast Youth Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 867 Lafayette Road, Seabrook, NH 03874.

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 amounts between State Fiscal Years within the price limitation.

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

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

In Exhibit B-1 Amendment #1 the SFY 2015 the increase/(decrease) budget adjustment of \$13,607.50 shall be spent by September 29, 2014.

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

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



New Hampshire Department of Health and Human Services
NH 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,

State of New Hampshire
Department of Health and Human Services

Date

NAME
TITLE

[Signature]

Seacoast Youth Services

MAY 21, 2014
Date

[Signature] Executive Director
NAME
TITLE

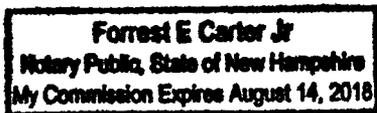
Acknowledgement:

State of New Hampshire County of Rockingham on MAY 21, 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] 05/21/14

Name and Title of Notary or Justice of the Peace



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



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

OFFICE OF THE ATTORNEY GENERAL

6-3-14
Date

Rosemary Wixart
Name: *Rosemary Wixart*
Title: *Asst Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Amendment #1

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

Bidder/Program Name: Seacoast Youth Services

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

Budget Period: July 1, 2014 - June, 30 2014 (Revised 4/17/14)

Line Item	2014	2015	2016	Total Funding
	Original Budget	Amended Budget	Current Budget	
1. Total Salary/Wages	\$ 55,648.88	\$ (5,720.00)	\$ 49,929	\$ 18,549.63
2. Employee Benefits	\$ 2,250.00	\$ (1,687.50)	\$ 563	\$ 750.00
3. Consultants	\$ 5,200.00	\$ -	\$ 5,200	
4. Equipment:	\$ 950.00		\$ 950	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 1,350.00	\$ -	\$ 1,350	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 450.00	\$ -	\$ 450	
6. Travel	\$ 2,450.00	\$ (1,000.00)	\$ 1,450	
7. Occupancy	\$ 2,825.00	\$ -	\$ 2,825	
8. Current Expenses	\$ 1,650.00	\$ -	\$ 1,650	
Telephone	\$ 400.00	\$ -	\$ 400	
Postage	\$ 400.00	\$ -	\$ 400	
Subscriptions	\$ 1,050.00	\$ -	\$ 1,050	
Audit and Legal	\$ 1,000.00	\$ -	\$ 1,000	
Insurance	\$ 500.00	\$ -	\$ 500	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 9,500.00	\$ (5,200.00)	\$ 4,300	
11. Staff Education and Training	\$ 7,500.00	\$ -	\$ 7,500	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory)	\$ 3,510.89	\$ -	\$ 3,511	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
Sub-Total Direct Costs	\$ 96,634.77	\$ (13,607.50)	\$ 83,027.27	\$ 19,299.63
14. Indirect Costs (not to exceed 10%)	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 96,634.77	\$ (13,607.50)	\$ 83,027.27	\$ 19,299.63

Exhibit B-1 Amendment #1

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

Bidder/Program Name: Seacoast Youth Services

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

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

Line Item	SFY 2014 2015	SFY 2014 2015	SFY 2014 2015	Contract Funding
	Budget	Budget	Budget	
1. Total Salary/Wages	\$ 56,823.05	\$ 13,607.50	\$ 70,430.55	\$ 18,941.00
2. Employee Benefits	\$ 2,250.00	\$ (2,250.00)	\$ -	\$ 750.00
3. Consultants	\$ 5,200.00	\$ 1,250.00	\$ 6,450.00	
4. Equipment:	\$ 950.00	\$ -	\$ 950.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 1,350.00	\$ -	\$ 1,350.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 450.00	\$ -	\$ 450.00	
6. Travel	\$ 800.00	\$ -	\$ 800.00	
7. Occupancy	\$ 2,825.00	\$ -	\$ 2,825.00	
8. Current Expenses	\$ 1,200.00	\$ -	\$ 1,200.00	
Telephone	\$ 400.00	\$ -	\$ 400.00	
Postage	\$ 400.00	\$ -	\$ 400.00	
Subscriptions	\$ 1,050.00	\$ -	\$ 1,050.00	
Audit and Legal	\$ 1,000.00	\$ -	\$ 1,000.00	
Insurance	\$ 500.00	\$ -	\$ 500.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ 1,000.00	\$ 1,000.00	
10. Marketing/Communications	\$ 9,500.00	\$ -	\$ 9,500.00	
11. Staff Education and Training	\$ 7,500.00	\$ -	\$ 7,500.00	
12. Subcontracts/Agreements	\$ 8,280.00	\$ -	\$ 8,280.00	
13. Other (specific details mandatory)	\$ 3,514.59	\$ -	\$ 3,514.59	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
Sub-Total Direct Costs	\$ 103,992.64	\$ 13,607.50	\$ 117,600.14	\$ 19,691.00
14. Indirect Costs (not to exceed 10%)	\$ -	\$ -	\$ -	
TOTAL	\$ 103,992.64	\$ 13,607.50	\$ 117,600.14	\$ 19,691.00



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

G&C Approved

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

Date 6/19/13
 Item # late 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

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:

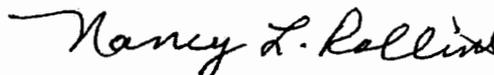
Merrimack Valley High School
Merrimack Valley Middle School
Pittsfield Elementary School
Pittsfield Middle/High School.
Woodsville High School
Groveton High School
White Mountain Regional High School
Hampton Academy
Seabrook Middle School
Nute Middle/High School and Library.

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.

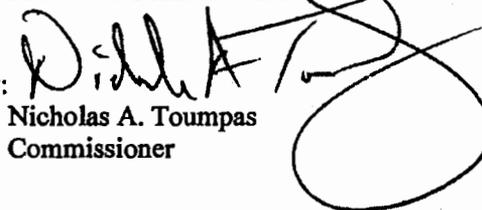
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

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 Seacoast Youth Services		1.4 Contractor Address 867 Lafayette Road Seabrook, NH 03874	
1.5 Contractor Phone Number 603-474-3332	1.6 Account Number	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$ 200,627.41
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 <i>Victor Maloney</i>		1.12 Name and Title of Contractor Signatory <i>Victor Maloney Executive Director</i>	
1.13 Acknowledgement: State of _____, County of _____ On <i>6/5/13</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>[Signature]</i>			
1.13.2 Name and Title of Notary Public or Justice of the Peace <i>Dorothy Courtney Assistant Branch Manager</i>			
1.14 State Agency Signature <i>Nancy L. Rollens</i>		1.15 Name and Title of State Agency Signatory <i>NANCY ROLLS ASSOC. COMMISSIONER</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Kenneth P. Kenrick, Attorney</i> On: <i>7 Jun. 2013</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



Scope of Services

1. General Provisions

- A) The Contractor is responsible for compliance with all relevant state and federal laws.
- 1) Special attention is called to the following statutory responsibilities:
 - 2) Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.
 - 3) All services provided pursuant to this Agreement shall be subject to the most current proposed or formalized rules and regulations promulgated by the 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.

um
1.15/13



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 MAYSI-2 (Massachusetts Youth Screening Instrument) 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 Student Assistance Program groups.
 - ii) The contractor shall conduct Group Support Sessions 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. 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 both schools, with recruitment and facilitation of the other groups beginning in year two. Other group topics shall include high risk behaviors, current users, non-users, grief and loss, boys and girls groups, mindfulness/stress management as well as groups for students concerned about friend or sibling use.
- 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. The incorporation of Life of an Athlete shall ensure the engagement of parents of student athletes.
- 6) Provide student education during transitional years
 - i) The contractor shall provide prevention education services during the 6th grade year. The contractor shall utilize the Project Alert curriculum to ensure this requirement is met. Project Alert is a 10 week evidence based curriculum that incorporates 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.
- 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 integration of Life of an Athlete, youth leadership/youth voice efforts and Social Norms media campaigns is expected to enhance these activities. Partners like Granite Youth Alliance, and the Regional Network: Allies in Substance Abuse Prevention shall also heighten the impact of the environmental strategies implemented.



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. The integration of improved policies as outlined by Life of an Athlete shall enhance this work.
 - 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.

um
6/5/13



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

Wm
6/5/13

EXHIBIT B-1

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD					Appendix C
Bidder/Program Name: <u>Seacoast Youth Services</u>					
Strategic Prevention Budget Request for: <u>Framework Partnership for</u> (Name of RFP)					
Budget Period: <u>July 1, 2013-June 30, 2014</u>					
Line Item	Direct Incremental	Indirect Fixed	Total	Matched Funding	
1. Total Salary/Wages	\$ 55,648.88	\$ -	\$ 55,648.88	\$ 18,549.63	
2. Employee Benefits	\$ 2,250.00	\$ -	\$ 2,250.00	\$ 750.00	
3. Consultants	\$ 5,200.00	\$ -	\$ 5,200.00	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 950.00	\$ -	\$ 950.00	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	
Educational	\$ 1,350.00	\$ -	\$ 1,350.00	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	
Office	\$ 450.00	\$ -	\$ 450.00	\$ -	
6. Travel	\$ 2,450.00	\$ -	\$ 2,450.00	\$ -	
7. Occupancy	\$ 2,825.00	\$ -	\$ 2,825.00	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 1,650.00	\$ -	\$ 1,650.00	\$ -	
Postage	\$ 400.00	\$ -	\$ 400.00	\$ -	
Subscriptions	\$ 400.00	\$ -	\$ 400.00	\$ -	
Audit and Legal	\$ 1,050.00	\$ -	\$ 1,050.00	\$ -	
Insurance	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	
Board Expenses	\$ 500.00	\$ -	\$ 500.00	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 9,500.00	\$ -	\$ 9,500.00	\$ -	
11. Staff Education and Training	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	
13. Other:	\$ 3,510.89	\$ -	\$ 3,510.89	\$ -	
3.5 % indirect cost	\$ -	\$ -	\$ -	\$ -	
See Budget Narrative	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 96,634.77	\$ -	\$ 96,634.77	\$ 19,299.63	

Indirect As A Percent of Direct 0.0%

NOTE: Minimum match funding per section 4.1 of RFP

EXHIBIT B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Seacoast Youth Services Appendix C
Strategic Prevention

Budget Request for: Framework Partnership for
(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Matched Funding
1. Total Salary/Wages	\$ 56,823.05	\$ -	\$ 56,823.05	\$ 18,941.00
2. Employee Benefits	\$ 2,250.00	\$ -	\$ 2,250.00	\$ 750.00
3. Consultants	\$ 5,200.00	\$ -	\$ 5,200.00	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 950.00	\$ -	\$ 950.00	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,350.00	\$ -	\$ 1,350.00	\$ -
Lab	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -
Office	\$ 450.00	\$ -	\$ 450.00	\$ -
6. Travel	\$ 800.00	\$ -	\$ 800.00	\$ -
7. Occupancy	\$ 2,825.00	\$ -	\$ 2,825.00	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -
Postage	\$ 400.00	\$ -	\$ 400.00	\$ -
Subscriptions	\$ 400.00	\$ -	\$ 400.00	\$ -
Audit and Legal	\$ 1,050.00	\$ -	\$ 1,050.00	\$ -
Insurance	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -
Board Expenses	\$ 500.00	\$ -	\$ 500.00	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 9,500.00	\$ -	\$ 9,500.00	\$ -
11. Staff Education and Training	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -
12. Subcontracts/Agreements	\$ 8,280.00	\$ -	\$ 8,280.00	\$ -
13. Other:	\$ 3,514.59	\$ -	\$ 3,514.59	\$ -
3.5 % indirect cost	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 103,992.64	\$ -	\$ 103,992.64	\$ 19,691.00

Indirect As A Percent of Direct

0.0%

NOTE: Minimum match funding per section 4.1 of RFP

Contractor Initials mm

Date 6/5/13

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 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.

UM Maloney
(Contractor Representative Signature)

Victor Maloney Executive Director
(Authorized Contractor Representative Name & Title)

Seacoast Youth Services
(Contractor Name)

6/5/13
(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.

(5) Termination for Cause

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

(6) Miscellaneous

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

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

Dept. of Health & Human Services Seacoast Youth Services
The State Agency Name Name of the Contractor

Nancy L. Rollins Victor Maloney
Signature of Authorized Representative Signature of Authorized Representative

NANCY L. ROLLINS Victor Maloney
Name of Authorized Representative Name of Authorized Representative

Associate Commissioner Executive Director
Title of Authorized Representative Title of Authorized Representative

10 June 2013 6/5/13
Date Date



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Portsmouth School District Contract**

This first Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II contract (hereinafter referred to as "Amendment #1") dated May 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Portsmouth School District (hereinafter referred to as "the Contractor"), with a place of business at 1 Junkins Avenue Suite 402, Portsmouth, NH, 03801.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on August 14, 2013, (Item # 43) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Department agree to adjust line item amounts within the State Fiscal Year 2015 Budget, and to extend the completion date by fifteen months and increase the price limitation for State Fiscal Years 2016 and 2017.

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$380,000.
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read:

Eric Borrin, Director Contracts and Procurement.

5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.

Contractor Initials: *EB*
Date: 6/3/15



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

6. Delete in its entirety, Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Delete in its entirety, Exhibit B, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
8. Delete in its entirety, Exhibit B-1 for the Budget Period SFY July 1, 2014 to June 30, 2015 and replace with Exhibit B-1 Amendment #1 for the Budget Period July 1, 2014 to June 30, 2015.
9. Add Exhibit B-2 and Exhibit B-3
10. Delete in its entirety Standard Exhibit C, Special Provisions, and replace with Exhibit C, Special Provisions.
11. Amend Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification, by extending the end date to September 30, 2016.
12. Amend Standard Exhibit E, Certification Regarding Lobbying, Contract Period, by extending the end date to September 30, 2016.
13. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
14. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

Contractor Initials: EM
Date: 6/3/15



New Hampshire Department of Health and Human Services
NH 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,

State of New Hampshire
Department of Health and Human Services

6/5/15
Date

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

Portsmouth School District

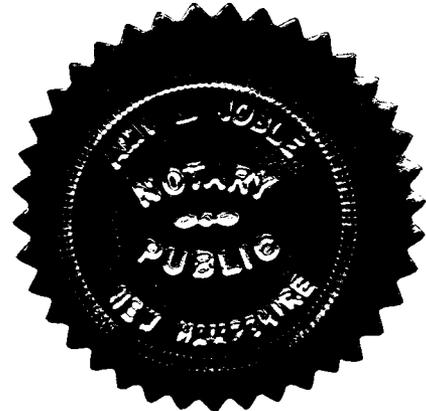
6/3/15
Date

Edw. McDonough
NAME Edward M. Donogh
TITLE Superintendent of School.

Acknowledgement:
State of New Hampshire, County of Rockingham on 6/3/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

AMY L. NOBLE
Notary Public - New Hampshire
My Commission Expires September 17, 2019

Name and Title of Notary or Justice of the Peace



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



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

OFFICE OF THE ATTORNEY GENERAL

6/10/15
Date

[Signature]
Name: Megan A. Vogel
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



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.



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.
 - ii) The contractor shall enhance these services by providing a wellness coordinator, at .80 FTE.
- 2) Individual Screening using and Evidence Based Screening Tool
 - i) The contractor shall ensure the GAIN- SS (Global Appraisal of Individual Needs – Short Screen) 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 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 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. 7th 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 selection of an evidence based educational curriculum, such as Project Alert, may assist the schools in meeting this requirement.
- 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 Amendment #1**

- 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 work with the NH Bureau of Drug and Alcohol Services and NH Center for Excellence to plan for a community level release of the 2015 Youth Risk Behavior Survey 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:



**New Hampshire Department of Health and Human Services
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- 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.



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A, Scope of Services as follows:
 - 2.1. 93.243 United States Department of Health and Human Services, Substance Abuse and mental Health Services Administration, Strategic Prevention Framework Partnership for Success II Grant
 - 2.2. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. Payment for contracted services will be made cost reimbursement basis only, for allowable expenses, in accordance with Exhibit B-1 Amendment #1, Exhibit B-2 and Exhibit B-3.
4. 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
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment, limited to the budgets, Exhibit B-1 Amendment #1, Exhibit B-2 and Exhibit B-3, to adjust amounts within the budgets and 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.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

Contractor Initials JH
Date 6/3/13

Exhibit B-1 Amendment #1

**New Hampshire Department of Health and Human Services
BUDGET FORM**

Bidder/Program Name: Portsmouth School Department, Partners for Success

Budget Request for: Strategic Prevention Framework Partnership SAP Counselor/Coordinator
Name of Program

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

Line Item	Direct Incremental	Indirect Fixed	Total	Match funding
1. Total Salary/Wages	97,000.00	0.00	97,000.00	75,000.00
2. Employee Benefits	25,000.00	0.00	25,000.00	10,000.00
3. Consultants	0.00	0.00	0.00	0.00
4. Equipment:	0.00	0.00	0.00	0.00
Rental	0.00	0.00	0.00	0.00
Repair and Maintenance	0.00	0.00	0.00	0.00
Purchase/Depreciation	0.00	0.00	0.00	2,000.00
5. Supplies:	0.00	0.00	0.00	0.00
Educational	0.00	0.00	0.00	4,000.00
Lab	0.00	0.00	0.00	0.00
Pharmacy	0.00	0.00	0.00	0.00
Medical	0.00	0.00	0.00	0.00
Office	0.00	0.00	0.00	0.00
6. Travel	0.00	0.00	0.00	0.00
7. Occupancy	0.00	0.00	0.00	0.00
8. Current Expenses	0.00	0.00	0.00	0.00
Telephone	0.00	0.00	0.00	500.00
Postage	0.00	0.00	0.00	0.00
Subscriptions	0.00	0.00	0.00	100.00
Audit and Legal	0.00	0.00	0.00	0.00
Insurance	0.00	0.00	0.00	0.00
Board Expenses	0.00	0.00	0.00	0.00
9. Software	0.00	0.00	0.00	0.00
10. Marketing/Communications	3,000.00	0.00	3,000.00	3,000.00
11. Staff Education and Training	0.00	0.00	0.00	4,600.00
12. Subcontracts/Agreements	0.00	0.00	0.00	0.00
13. Other (specific details mandated)	0.00	0.00	0.00	0.00
TOTAL	125,000.00	0.00	125,000.00	99,200.00

Percent Indirect 0%

Contractors Initials: EN
Date: 6/3/15

Exhibit B-2

**New Hampshire Department of Health and Human Services
BUDGET FORM**

Bidder/Program Name: Portsmouth School Department Partners for Success

Budget Request for: Student Assistance Program

Name of Program

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

Line Item	Direct Incremental	Indirect Fixed	Total	Match funding
1. Total Salary/Wages	70,175.00		70,175.00	
2. Employee Benefits	9,825.00		9,825.00	
3. Consultants			0.00	
4. Equipment:			0.00	
Rental			0.00	
Repair and Maintenance			0.00	
Purchase/Depreciation			0.00	
5. Supplies:			0.00	
Educational			0.00	
Lab			0.00	
Pharmacy			0.00	
Medical			0.00	
Office			0.00	
6. Travel			0.00	
7. Occupancy			0.00	
8. Current Expenses			0.00	
Telephone			0.00	
Postage			0.00	
Subscriptions			0.00	
Audit and Legal			0.00	
Insurance			0.00	
Board Expenses			0.00	
9. Software			0.00	
10. Marketing/Communications			0.00	
11. Staff Education and Training			0.00	
12. Subcontracts/Agreements			0.00	
13. Other (specific details mandatory):			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
TOTAL	80,000.00	0.00	80,000.00	0.00

Percent Indirect

0%

Contractors Initials: EM
Date: 6/3/15

Exhibit B-3

**New Hampshire Department of Health and Human Services
BUDGET FORM**

Bidder/Program Name: Portsmouth School Department Partners for Success

Budget Request for: Student Assistance Program
Name of Program

Budget Period: SFY July 1, 2016 to September 30, 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Match funding
1. Total Salary/Wages	17,543.00		17,543.00	
2. Employee Benefits	2,457.00		2,457.00	
3. Consultants			0.00	
4. Equipment:			0.00	
Rental			0.00	
Repair and Maintenance			0.00	
Purchase/Depreciation			0.00	
5. Supplies:			0.00	
Educational			0.00	
Lab			0.00	
Pharmacy			0.00	
Medical			0.00	
Office			0.00	
6. Travel			0.00	
7. Occupancy			0.00	
8. Current Expenses			0.00	
Telephone			0.00	
Postage			0.00	
Subscriptions			0.00	
Audit and Legal			0.00	
Insurance			0.00	
Board Expenses			0.00	
9. Software			0.00	
10. Marketing/Communications			0.00	
11. Staff Education and Training			0.00	
12. Subcontracts/Agreements			0.00	
13. Other (specific details mandatory):			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
TOTAL	20,000.00	0.00	20,000.00	0.00

Percent Indirect

0%

Contractors Initials: EL
Date: 6/3/15



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



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

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

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

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

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

Exhibit G

Contractor Initials

EA

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

Date

6/3/15

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

6/3/15
Date

Contractor Name: Portsmouth School Department
Edw Mc Donough
Name: Edward Mc Donough
Title: Superintendent of Schools

Exhibit G

Contractor Initials EM

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

Date 6/3/15



HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

[Handwritten Signature]
6/3/15



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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

EB

6/3/15

New Hampshire Department of Health and Human Services
Exhibit I Amendment #1



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

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

Department of Health & Human Services
The State

Kathleen Dunn
Signature of Authorized Representative

Kathleen A. Dunn
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

6/5/15
Date

Portsmouth School Department
Name of the Contractor

Edw McDonough
Signature of Authorized Representative

Edward McDonough
Name of Authorized Representative

Superintendent of Schools
Title of Authorized Representative

6/3/15
Date

CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 7-9-2013:
(Date)

RESOLVED: That the Edward McDonough, Superintendent of Portsmouth School District
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 3rd day of June, 20 15.
(Date Contract Signed)

4. Edward McDonough is the duly elected Superintendent of Schools
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Leslie Stevens
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 3rd day of June, 20 15.

By Leslie Stevens
(Name of Elected Officer of the Agency)

AMY L. NOBLE
Notary Public - New Hampshire
My Commission Expires September 17, 2019
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 11-17-2019



CERTIFICATE OF COVERAGE

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

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

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

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

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Portsmouth School District 1 Junkins Avenue Suite 402 Portsmouth, NH 03801	950	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2014	7/1/2015	Each Occurrence	\$ 5,000,000
	Professional Liability (describe)	7/1/2015	7/1/2016	General Aggregate	\$ 5,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability			Combined Single Limit (Each Accident)	
	Deductible Comp and Coll:			Aggregate	
	<input type="checkbox"/> Any auto				
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
The Bureau of Drug and Alcohol Services 105 Pleasant St Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 6/4/2015 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



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

July 29, 2013

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

G&C Approved

Date 8-14-13

Item # 43

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with the Portsmouth School District, Portsmouth, NH (Vendor #177463) in the amount of \$280,000 to provide Evidence Based Student Assistance Programing, effective August 14, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015

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

Fiscal Year	Class/Object	Class Title	Total Amount
SFY 2013	102-500734	Contracts for Prog Svc	\$155,000.00
SFY 2014	102-500734	Contracts for Prog Svc	\$125,000.00
		TOTAL	\$280,000.00

EXPLANATION

The requested action seeks approval of the fifth of five (5) agreements and represents \$280,000 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. Governor and Council previously approved the four (4) other contracts on June 19, 2013 (Item #136A).

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

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 the Portsmouth School District.

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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
July 29, 2013
Page 3 of 3

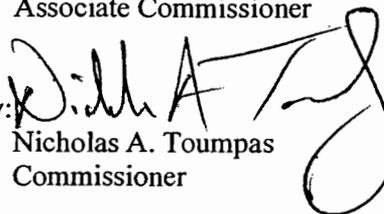
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

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

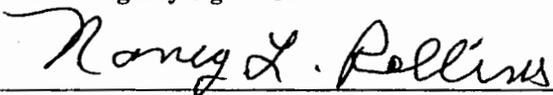
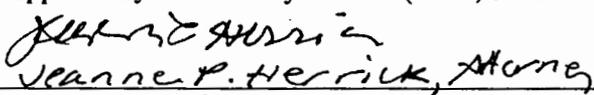
Subject: NH Strategic Prevention Framework Partnership for Success II

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 Portsmouth School District		1.4 Contractor Address 1 Junkins Avenue Suite 402 Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-431-5080	1.6 Account Number 05-95-49-491510-2988	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$280,000.00
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 Edward McDonough, Superintendent, SAU 52	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Roxborough</u> On <u>6/4/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace LISA M. SANTOMANGO NOTARY PUBLIC State of New Hampshire My Commission Expires December 18, 2013			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory NANCY L. ROLLINS Dept. of Health & Human Services	
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>18 Jun. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

PH 111



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.



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.
- ii) The contractor shall enhance these services through the hiring of a full time wellness coordinator, and working with the local Police Department to leverage a full time SRO for the Middle School.

2) Individual Screening using and Evidence Based Screening Tool

- i) The contractor shall ensure the GAIN- SS (Global Appraisal of Individual Needs – Short Screen) 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 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 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 selection of an evidence based educational curriculum, such as Project Alert, 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 groups and programs 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 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.

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.

EMJ



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: Portsmouth School Department

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

Budget Period: 7/1/13 - 6/30/14

Line Item	Direct (Program)	Indirect (Fixed)	Total	Matched Funding	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 110,000.00	\$ -	\$ 110,000.00	\$ 55,000.00	
2. Employee Benefits	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	
3. Consultants	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ 2,000.00	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ 4,000.00	
Lab	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	\$ 500.00	
Postage	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ 100.00	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	
Software	\$ -	\$ -	\$ -	\$ -	
9. Marketing/Communications	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 3,000.00	
10. Staff Education and Training	\$ -	\$ -	\$ -	\$ 4,600.00	
11. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	
12. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
TOTAL:	\$ 155,000.00	\$ -	\$ 155,000.00	\$ 99,200.00	

Indirect As A Percent of Direct 0.0%

NOTE: Minimum match funding per section 4.1 of RFP

Contractor Initials EKJ
Date 6/4/13

Exhibit B-1
Budget Form

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

Bidder/Program Name: Portsmouth School Department

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

Budget Period: 7/1/14 - 6/30/15

LINE ITEM	FUND	AMOUNT	FUND	AMOUNT	FUND	AMOUNT	FUND	AMOUNT
1. Total Salary/Wages	\$	90,000.00	\$	-	\$	90,000.00	\$	75,000.00
2. Employee Benefits	\$	25,000.00	\$	-	\$	25,000.00	\$	10,000.00
3. Consultants	\$	-	\$	-	\$	-	\$	-
4. Equipment:	\$	-	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	-	\$	-	\$	-	\$	2,000.00
5. Supplies:	\$	-	\$	-	\$	-	\$	-
Educational	\$	-	\$	-	\$	-	\$	4,000.00
Lab	\$	-	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-	\$	-
Office	\$	-	\$	-	\$	-	\$	-
6. Travel	\$	-	\$	-	\$	-	\$	-
7. Occupancy	\$	-	\$	-	\$	-	\$	-
8. Current Expenses	\$	-	\$	-	\$	-	\$	-
Telephone	\$	-	\$	-	\$	-	\$	500.00
Postage	\$	-	\$	-	\$	-	\$	-
Subscriptions	\$	-	\$	-	\$	-	\$	100.00
Audit and Legal	\$	-	\$	-	\$	-	\$	-
Insurance	\$	-	\$	-	\$	-	\$	-
Board Expenses	\$	-	\$	-	\$	-	\$	-
Software	\$	-	\$	-	\$	-	\$	-
10. Marketing/Communications	\$	10,000.00	\$	-	\$	10,000.00	\$	3,000.00
11. Staff Education and Training	\$	-	\$	-	\$	-	\$	4,800.00
12. Subcontracts/Agreements	\$	-	\$	-	\$	-	\$	-
13. Other (specific details mandatory):	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-
TOTAL:	\$	125,000.00	\$	-	\$	125,000.00	\$	99,200.00

Indirect As A Percent of Direct 0.0%

NOTE: Minimum match funding per section 4.1 of RFP

Contractor Initials EM
Date 6/4/13

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.

Contractor Initials: EA
Date: 6/7/13

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

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

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

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

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

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

15. Prior Approval and Copyright Ownership:

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

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

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

Contractor Initials: EM
Date: 6/4/13

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

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

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

Contractor Initials: *EG*
Date: 6/4/13

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT 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.

Ed McDonough
(Contractor Representative Signature)

Edward McDonough, Superintendent, SPAU 52
(Authorized Contractor Representative Name & Title)

Poultmouth School Department
(Contractor Name)

6/4/13
(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.

Contractor Initials: SM
Date: 6/4/13

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

23

TV
23
GTC
12-3-14



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

Bureau of Drug and Alcohol Services

Nicholas A. Toumpas
Commissioner

Diane Langley
Director

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

October 16, 2014

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services to enter into agreements with the vendors listed in the table below, for the provision of Student Assistance Program services that address underage drinking and prescription drug misuse and abuse to high need populations in an amount not to exceed \$400,000, effective upon Governor and Executive Council approval through June 30, 2015. *100% Federal Funds*

Vendor	Vendor Number	Location	Amount
SAU #09 – Conway School District	159846-B001	North Conway	\$100,000
SAU #43 Newport School District	159924-B001	Newport	\$60,000
North Country Health Consortium	158557-B001	Littleton	\$99,840
Sanborn Regional School District	154453-B001	Kingston	\$100,000
Second Start	177224-B002	Concord	\$40,160
Total:			\$400,000

Funds are available in the following accounts for State Fiscal Year 2015.

**05-095-049-491510-29880000-HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS,
PREVENTION SERVICES**

State Fiscal Year	Account	Class Title	Activity Code	Amount
2015	102-500731	Contracts for program services	49153338	\$400,000
Total:				\$400,000

EXPLANATION

This request represents five (5) contracts for Student Assistance Program services and represents \$400,000 available in funding. The Department consolidated these contracts in an effort to reduce administrative costs and the number of individual submissions to the Governor and Executive Council for review.

The purpose of these agreements are to address underage drinking and prescription drug misuse and abuse in high need populations through the administration of a Student Assistant Program. The Student Assistance Program leverages the State's existing prevention system, resources and capacities to effect change in priority substance abuse areas among high need populations in the communities where those populations reside.

The vendors will establish Student Assistance Program services within their area schools that address underage drinking among individuals aged twelve (12) to twenty (20) as well as prescription drug misuse and abuse among individuals aged twelve (12) to twenty-five (25) by providing direct services to students that include conducting individual and group support sessions for the purposes of crises intervention and student motivation. The vendors will work with students and school staff to present evidence based curriculum such as Project Alert, during the sixth and ninth grade transitional years. Project Alert curriculum includes information regarding adolescent alcohol, tobacco, and drug use; family dynamics and pressures; and skills for coping with stress and life pressure. The vendors will also conduct a minimum of three (3) school/community centered environmental strategies that have a broad reach within the school and community with a focus on alcohol and other drug prevention messaging, which may include utilizing existing groups and programs. Additionally, the vendors will build upon parent education services currently offered at the school and local level.

Student Assistance Programs work collaboratively with the Department and the NH Center for Excellence to collect data used for continuous quality improvement. Through the Student Assistance Program, the each vendor will conduct an all school Youth Risk Behavior survey and work with the Department and the NH Center for Excellence to release survey results on a community level.

The Department published a Request for Applications (RFA #15-DHHS-DCBCS-BDAS-03) on the Departments website from July 24, 2014 until August 15, 2014. Five applications were received and subsequently accepted for funding.

The attached contracts call for the provision of these services for eight (8) and one half (1/2) months and reserves the Division's right to renew the agreement for an additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Should the Governor and Executive Council decide not to approve this request, an undetermined number of students, statewide, who have drug and alcohol abuse issues will not receive the support and education during critical transitional school years. Lack of these support services could result in higher prevalence rates of underage drinking and drug use as well as the misuse and abuse of prescription medication.

Area served: Statewide

Source of funds: 100% Federal Funds Catalog of Federal Domestic Assistance (CFDA) #93.243, Federal Agency Department of Health and Human Services, Substance Abuse and Mental Health Services Administration Federal Award Identification Number (FAIN) #3U79SP019425.

In the event federal funds become no longer available, general funds will not be requested to support this request.

Respectfully submitted,



Sheri L. Rockburn
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

**RFA 15-DHHS-DCBCS-BDAS-03
 Student Assistance Program
 Application Review
 August 18, 2014**

Applicant	Select	Non Select
SAU # 09 – Conway School District	X	
SAU # 43 – Newport School District	X	
North Country Health Consortium	X	
Sanborn Regional School District	X	
Second Start	X	

Review Committee

Name	Title
Jill Burke	Chief of Prevention and Education Services
Valerie Morgan	BDAS Administrator



103 AB
6-18-14

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

Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 29, 2014

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

100 % Federal

REQUESTED ACTION

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

Summary of SFY 14 contracted amounts by vendor:

Vendor	SFY 14 Current Budget	Increase/Decrease Amount	SFY 14 Revised Modified Budget
Cheshire County	\$301,091.00	(\$110,600.60)	\$190,490.40
Seacoast Youth Services	\$ 96,634.77	(\$ 13,607.50)	\$ 83,027.27
Milton School District	\$ 98,861.20	(\$ 34,606.96)	\$ 64,254.24
TOTAL SFY 14	\$496,586.97	(\$158,815.06)	\$337,771.91

Summary of SFY 15 contracted amounts by vendor

Vendor	SFY 15 Current Budget	Increase/Decrease Amount	SFY 15 Revised Modified Budget
Cheshire County	\$270,526.00	\$110,600.60	\$381,126.60
Seacoast Youth Services	\$103,992.64	\$ 13,607.50	\$117,600.14
Milton School District	\$ 98,861.20	\$ 34,606.96	\$133,468.16
TOTAL SFY 15	\$473,379.84	\$158,815.06	\$632,194.90

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

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

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

EXPLANATION

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

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

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

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

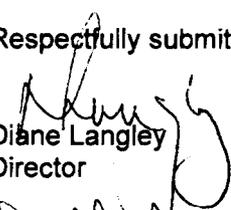
**Areas served: Keene State and Franklin Pierce College and surrounding communities;
 Seabrook Middle School, Hampton Academy; and
 Milton School District.**

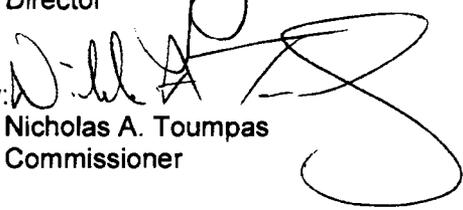
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 29, 2014
Page 3 of 3

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

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

Respectfully submitted,


Diane Langley
Director

Approved by: 
Nicholas A. Toumpas
Commissioner



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

WJT
102

6-18-14

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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 27, 2014
Page 2 of 3

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



Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

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

BUREAU OF DRUG AND ALCOHOL SERVICES

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

43 SW

8-14-13

July 29, 2013

100% Federal

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with the Portsmouth School District, Portsmouth, NH (Vendor #177463) in the amount of \$280,000 to provide Evidence Based Student Assistance Programming, effective August 14, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015

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

Fiscal Year	Class/Object	Class Title	Total Amount
SFY 2013	102-500734	Contracts for Prog Svc	\$155,000.00
SFY 2014	102-500734	Contracts for Prog Svc	\$125,000.00
		TOTAL	\$280,000.00

EXPLANATION

The requested action seeks approval of the fifth of five (5) agreements and represents \$280,000 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. Governor and Council previously approved the four (4) other contracts on June 19, 2013 (Item #136A).

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

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.

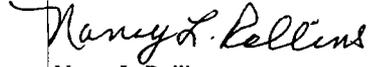
Area served: Middle School Students, High School Students and the communities served by the Portsmouth School District.

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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
July 29, 2013
Page 3 of 3

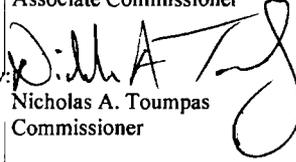
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

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

BUREAU OF DRUG AND ALCOHOL SERVICES

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

June 6, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, 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.

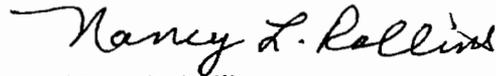
Area served: Middle School Students, High School Students and the communities served by:
Merrimack Valley High School
Merrimack Valley Middle School
Pittsfield Elementary School
Pittsfield Middle/High School.
Woodsville High School
Groveton High School
White Mountain Regional High School
Hampton Academy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

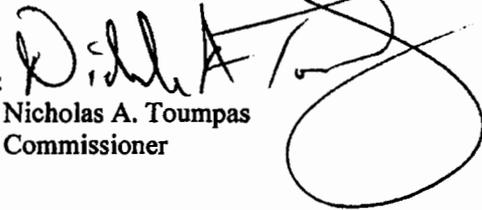
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner