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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9422 1-800-852-3345 Ext. 9422
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September 16, 2016

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 for Behavioral Health, to enter into agreements with the three (3) vendors identified in the table below, to provide Student Assistance Programing to address underage drinking among persons aged 12 to 20, and prescription drug misuse and abuse and illicit opioid misuse and abuse among persons aged 12 to 25, in high need, high risk populations in New Hampshire, in an amount not to exceed \$262,940, to be effective the date of Governor and Council approval, through June 30, 2018. Funds are 100% Federal Funds.

Summary of contract amounts by vendors:

Vendor	NH Schools and School Districts Served	SFY 2017	SFY 2018	Total Amount
North Country Health Consortium	White Mountain Community College	100,000	100,000	200,000
SAU #37-Manchester School District	Parkside & Southside Middle Schools	100,000	100,000	200,000
SAU #6-Claremont School District	Claremont Middle & Stevens High Schools	31,470	31,470	62,940
		\$231,470	\$231,470	\$262,940

Funds are available in the following account for SFY 2017, and are anticipated to be available in SFY 2018, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See attachment for financial details

EXPLANATION

This requested action seeks approval of three (3) agreements to implement statewide Student Assistance Programs in New Hampshire. Four (4) agreements for these services were previously approved by Governor and Executive Council on August 3, 2016, Item #11.

The Department's federal application to the US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration to provide these services was approved for up to twenty-five (25) middle and high schools statewide. The first Request for Applications published February 19, 2016, resulted in four (4) agreements approved by Governor & Executive Council on August 3, 2016. However, the submitted applications did not yield the number of vendors to

meet the federal requirement. Therefore, the Department released this second Request for Applications on May 24, 2016, and will be releasing subsequent Request for Applications in an effort to meet the federal grant deliverables.

The purpose of the Student Assistance Program (SAP) initiative is to increase the state's existing prevention system and its resources and capacities to reduce substance abuse and misuse in communities with high need, high risk populations, specifically to address 1) underage drinking among persons aged 12 to 20, and 2) prescription drug misuse and abuse and illicit opioid misuse and abuse among persons aged 12 to 25, in New Hampshire. High need, high risk populations are local communities (cities/towns/schools/college campuses) that show that their population's prevalence rates for alcohol and/or other drugs misuse are higher than the New Hampshire's state average prevalence rates by using the prevalence rate data from the 2013 or 2015 Youth Risk Behavior Survey (YRBS 2015)ⁱ or the 2014 National Survey on Drug Use and Health (NSDUH) reports or similar dataⁱⁱ.

The amounts funded for each vendor is reflective of the staff assigned to the project. This Request for Applications, stated that compensation will be based on one full-time staff person dedicated to the project at a value of up to \$100,000 per year, and that funding considerations will be based on the number of hours per contract year that the applicant will dedicate to the program. Two (2) vendors submitted Applications dedicating 1.0 Full-Time Equivalent (FTE) staff to work on the project; one (1) vendor submitted an Application dedicating .60 FTE to work on the project.

The Contractors will 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 Contractors will provide targeted drug and alcohol education to students and parents in order to improve the understanding of risks associated with prescription drug and underage alcohol use as well as the developmental milestones and brain development of adolescences. The Contractors will also incorporate community level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

Although the state has seen a reduction in consumption use among youth in middle and high school, there continues to be communities of high need where prevalence of substance use is higher than the state average and is increasing over time. In these communities, progress has been slower and more challenged by local conditions including limited resources, fewer opportunities, or less success in addressing substance misuse among youth. Vendors are required to contribute a twenty-five percent (25%) funding match, unless the area served exceeds the state average for free or reduced lunches. The match requirement is intended to ensure school administration buy-in and sustainability of the program once the grant funding ends. Of these three vendors, all three (3) are required to provide the twenty-five percent (25%) match.

Should Governor and Executive Council not authorize these Requests, an undetermined number of students, who have drug and alcohol abuse issues may 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.

The vendors were selected for this project through a competitive bid process. A Request for Applications was posted on The Department of Health and Human Services' web site from May 24, 2016 through June 22, 2016.

Four (4) applications were received in response to the Request for Applications. Two (2) reviewers who work internal to the Department reviewed the applications. The reviewers represent seasoned administrators and managers who have experience managing agreements with vendors for various substance misuse prevention programs. Their decision followed a thorough discussion of the strengths and weaknesses of the applications. Three (3) applications were selected for funding, and one (1) was not as it did not address the Request for Applications criteria. The final decision was made through consensus scoring. The Bid Summary is attached.

As referenced in the Request for Applications and in Exhibit C-1 of this contract, these competitively procured Agreements have the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures will be used to measure the effectiveness of the agreements:

- Decrease in past 30 day use of alcohol and non-medical prescription drug including opioids and illicit opioids.
- Decrease in past 30 day binge drinking.
- Increase of parental and peer disapproval of alcohol and non-medical prescription drug misuse.
- Increase perception of risk/harm of use of alcohol and non-medical prescription drug misuse.
- Increase in family communication around alcohol and drug use.

Areas served: White Mountain Community College, Parkside, Southside and Claremont Middle Schools, Stevens High School, and towns within the school districts.

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

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

Respectfully submitted,



Katja S. Fox
Director

Approved by: 
Jeffrey A. Meyers
Commissioner

ⁱ www.dhhs.nh.gov/dphs/hsdm/yrbs.htm

ⁱⁱ <http://www.dhhs.nh.gov/dphs/hsdm/wisdom/index.htm>

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
SFY 2017 and SFY 2018 FINANCIAL DETAIL**

**05-95-49-491510-2407 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT
OF, HHS: DIV OF COMM BASEDCARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, PFS2
GRANT**

100% Federal Funds

**CFDA # 93.243
FAIN SPO20796**

North Country Health Consortium

VE # 158557-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2017	102/500731	Contracts for Program Services	49152407	100,000.00
2018	102/500731	Contracts for Program Services	49152407	100,000.00
Sub Total				200,000.00

SAU #37 - Manchester School District

VE #

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2017	102/500731	Contracts for Program Services	49152407	100,000.00
2018	102/500731	Contracts for Program Services	49152407	100,000.00
Sub Total				200,000.00

SAU #6 - Claremont School District

VE #

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2017	102/500731	Contracts for Program Services	49152407	31,470.00
2018	102/500731	Contracts for Program Services	49152407	31,470.00
Sub Total				62,940.00
TOTAL				462,940.00



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Student Assistance Program

RFA-2017-BDAS-02-STUDE

RFA Name

RFA Number

Reviewer Names

Bidder Name

1. **Claremont School District, SAU#6**

2. **Manchester School District SAU#37**

3. **North County Health Consortium**

4. **YMCA of Greater Nashua**

Maximum Points	Actual Points	Percent Scored
125	107	86%
125	119	95%
125	125	100%
125	68	54%

1. Jill Burke, Chief of Prevention & Educational Services, BDAS

2. Ann Crawford, Program Specialist, BDAS

Subject: Student Assistance Program rfa-2017-bdas-02-stude-01

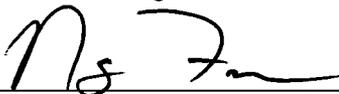
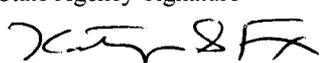
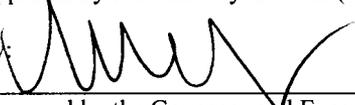
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Division of Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name North Country Health Consortium		1.4 Contractor Address 262 Cottage St., Suite 230 Littleton,, NH 03561	
1.5 Contractor Phone Number 603-259-3700	1.6 Account Number 05-95-49-491510-2407-102-500731	1.7 Completion Date 6/30/2018	1.8 Price Limitation \$200,000
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Nancy Frank Executive Director	
1.13 Acknowledgement: State of NH , County of Grafton On 8/16/16 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily procured by 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 			
1.13.2 Name and Title of Notary or Justice of the Peace Amy J Holmes, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S. Fox Director	
Date: 9/16/16			
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) (if applicable) By:  On: Megan A. Wolfe - Attorney 10/16/16			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. 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 within ten (10) days of the contract effective date.
- 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 will address underage drinking among persons aged 12 to 20, and prescription drug misuse and abuse and illicit opioid misuse and abuse among persons aged 12 to 25, and for 'high need, high risk' populations in the White Mountain Community College, and towns within the school district.

2. Definitions

- 2.1. AlcoholEdu for College - AlcoholEdu for College is an interactive online program designed to reduce the negative consequences of alcohol amongst students. More information can be found at the following link: <https://everfi.com/higher-education/alcoholedu/>
- 2.2. Environmental Strategies – Environmental Strategies work is done at the community (school, town, state etc.) level that creates shifts in attitudes, perceptions, policies and culture toward healthier lifestyles. This broad work is effective at creating population level changes. This kind of work supports the ideas that help people live in healthy communities and that healthy communities support the health and wellbeing of their citizens.
- 2.3. Evidence-Based Prevention Services –According to the Substance Abuse and Mental Health Services Administration Evidence-based prevention refers to a set of prevention activities that evaluation research has shown to be effective in producing positive outcomes.
<http://captus.samhsa.gov/prevention-practice/defining-evidence-based>.
- 2.4. 'High need, high risk' populations are local communities (cities/towns/schools/college campuses) that show that their population's prevalence rates for alcohol and/or other drugs misuse are higher than the New Hampshire's state average prevalence rates. Vendors shall demonstrate 'high need, high risk' populations by using the prevalence rate data from the 2013 or 2015 Youth Risk Behavior Survey (YRBS) or the 2014 National Survey on Drug Use and Health (NSDUH) reports or similar data.
- 2.5. Learning Collaborative - A Learning Collaborative is a teaching model that focuses on adoption of best practices in diverse service settings and emphasizes adult learning principles, interactive training methods, and skill-focused learning in the transfer of knowledge and skills among participants.
- 2.6. National Survey on Drug Use and Health (NSDUH) - NSDUH reports high risk behavior for individuals 12 and over. More information can be found at the following link:
<https://nsduhweb.rti.org/respweb/homepage.cfm>



Exhibit A

- 2.7. Partnership for Success- Partnership for Success is a federal grant that provides funding for services to communities that have the highest risk and prevalence of substance use among individuals 12 to 25.
- 2.8. Project Alert – Project alert is an evidenced based curriculum that addresses the pro-drug mindset of today’s teens and effectively increases their likelihood to remain drug-free. More information can be found at the following link: <http://www.projectalert.com/>
- 2.9. Project Success - Project Success is a student assistance program which is endorsed by the Substance Abuse and Mental Health Services Administration as an Evidenced-Based prevention program. Project Success is implemented by specially trained student assistance counselors who are imbedded in schools 2-5 days/week. It is a research-based program that uses interventions that are effective in reducing risk factors and enhancing protective factors. More information can be found at the following link: <http://www.sascorp.org/success.html>
- 2.10. Youth Risk Behavior Survey (YRBS) - YRBS reports high-risk behaviors for students in middle and high schools for grades 6 to 12. The YRBS survey is the a collaboration between the Centers for Disease Control and Prevention (CDC), the New Hampshire Department of Education, and the New Hampshire Department of Public Health. More information can be found at the following link: <https://wisdom.dhhs.nh.gov/wisdom/>

3. Scope of Services

3.1. The Contractor will be responsible for the Student Assistant Program activities as follows:

- 3.1.1. Screen individuals who are referred to the program, using the guidance provided by the Department, and using an evidenced based screening tool that must include an assessment of the individual, family, substance use issues, and if a referral to treatment is appropriate. For a list of potential tools, go to NAMI-NH’s recommendations at: www.naminh.org/uploads/NAMIREclaimingOurFuture.pdf.
- 3.1.2. Submit for Department approval within thirty (30) days of the contract effective date, the evidenced based screening tool to be used.
- 3.1.3. Refer individuals to community treatment providers, as appropriate.
- 3.1.4. Conduct individual support sessions as needed with the purpose of crisis intervention or to motivate students in participating in groups modeled after Project Success.
- 3.1.5. Conduct individual sessions as needed to assist students in:
 - 3.1.5.1. Identifying and resisting social and situational pressures to use substances.
 - 3.1.5.2. Correcting misperceptions about the prevalence and acceptability of substance use.
 - 3.1.5.3. Focusing on the personal consequences of substance use.
 - 3.1.5.4. Teaching and providing opportunities to practice resistance and coping skills.
 - 3.1.5.5. Identifying barriers to using the newly developed skills or adopting healthy

NA

8/16/16



Exhibit A

attitudes.

- 3.1.6. Conduct the Newcomers Group, the Children of Substance Abusing Parents Group and a Seniors Group beginning in year one and expanding new groups in additional years as funding will allow that are modeled after Project Success including but not limited to:
 - 3.1.6.1. Alcohol and other Drug Assessment Education Group
 - 3.1.6.2. Sibling Group
 - 3.1.6.3. Non-Users Group
 - 3.1.6.4. Parents, Peers, and Partying Group
 - 3.1.6.5. Users Group
 - 3.1.6.6. Users/Children of Substance Abusing Parents Group
 - 3.1.6.7. Recovery Group.
- 3.1.7. Provide Parent Education regarding prescription drug misuse, underage drinking and binge drinking, within the school and community.
- 3.1.8. Provide alcohol and other drug prevention education, when an applicant is a middle school or high school, using an evidence based curriculum such as Project Alert, during seventh and ninth grade transitional years that includes, but is not limited to:
 - 3.1.8.1. Adolescent alcohol, tobacco and other drug information.
 - 3.1.8.2. Family Dynamics and pressures.
 - 3.1.8.3. Skills for coping with stress and life pressure.
- 3.1.9. Submit to the Department for approval within thirty (30) days of the contract effective date, the evidence-based curriculum that will be used to meet the requirements in Section .3.1.8.
- 3.1.10. Conducting a minimum of three (3) school/community centered environmental strategies (See Section 2, Request for Application Terminology) that broadly reach populations within the school and community and focus on alcohol and other drug prevention messaging which can include utilizing existing groups and programs, as appropriate, to meet this requirement.
- 3.1.11. Increase school and community awareness of the Student Assistance Program services through media and marketing including but not limited to print media and social media such as Facebook, Instagram etc. with Department identified organizations such as the Partnership for a Drug Free NH.
- 3.1.12. Use a survey provided by the Department to conduct pre- and post-surveys of students in grades 7 through 12, who receive student assistance program services through group education such as those listed in Section 3.1.6. The Applicant will conduct pre survey of students at the start of the group education program and post survey of the same students who completed the group education program.

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Exhibit A

- 3.1.13. Use the Youth Risk Behavior Survey, as provided by the Department, to conduct a survey of all students in grades 7 through 12 during the period of March through May of 2017.
- 3.1.14. Use a survey provided by the Department to conduct a survey of all students in grades 7 through 12, during the period of March through May of 2018.
- 3.1.15. Return the completed surveys in Sections 3.1.14 through 3.1.15 as instructed by the Department.
- 3.1.16. Evaluate the existing school policies on alcohol and other drugs in the first year of the contract and make improvements to the existing policies to those based on best practice and according to the recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment that can be found at the following link:
<http://www.dhhs.nh.gov/dcbcs/bdas/documents/modelschoolpolicy.pdf>.
- 3.1.17. Implement the improvements to the alcohol and other drug school policies in Section 3.1.18 in year two of the Contract.
- 3.1.18. Participate in the Student Assistance Learning Collaborative and other mandatory trainings as identified by the Department.
- 3.1.19. Input data on a monthly or quarterly basis to an online database, as required by the Department, such as but not limited to:
 - 3.1.19.1. Number of students
 - 3.1.19.2. Demographic of students
 - 3.1.19.3. Number of environmental strategies
 - 3.1.19.4. Amount of funds received from other sources
- 3.1.20. Provide additional reports or data as required by the Department.
- 3.1.21. Allow a team authorized by the Department to meet with the applicant and staff on a quarterly basis or as needed to conduct a site visit. The Contractor shall:
 - 3.1.21.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
 - 3.1.21.2. Ensure the Department is provided with access that includes but is not limited to:
 - 3.1.21.3. Data
 - 3.1.21.4. Financial records
 - 3.1.21.5. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 3.1.21.6. Scheduled phone access to Contractor staff
 - 3.1.21.7. Timely unscheduled phone response by Contractor principals and staff.

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Exhibit A

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- 3.1.22. Provide a sustainability plan for continuation of the Student Assistance Program to the Department for review and approval 90 days before the contract end date. The sustainability plan must be made in collaboration with the region's Regional Public Health Network. For a list of Regional Public Health Network please refer to <http://www.dhhs.nh.gov/dcbcs/bdas/index.htm>.
- 3.1.23. 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.
- 3.1.24. Maintain dedicated staff to provide the student assistance program that meets the following standards:
- 3.1.24.1. One fulltime equivalent (over 37.5 hours per week) staff person to every one thousand (1,000) students.
 - 3.1.24.2. For schools serving less than one thousand (1,000) students, the staff person must be available for a minimum of two days (at 7.5 hours per day) per week and cannot serve more than two (2) buildings or campuses.
 - 3.1.24.3. Staff shall obtain Certified Prevention Specialist status within one (1) year.
 - 3.1.24.4. Provide a non-federal 25% match, which is a non-federal share of costs that the applicant is required to contribute to accomplish the activities in this Request for Application. The match shall be non-federal cash and/or a non-monetary In-kind contribution of 25% of the total dollar amount awarded by the Department in the resulting contract. The purpose of the match is to ensure sustainability of the student assistant program beyond the life of the contract.
 - a. A cash match is defined as non-federal cash from the applicant's own funds or cash donations from non-federal third parties.
 - b. An In-kind non-federal match is defined as a non-monetary contribution of personnel, goods, or services purchased or received from non-federal sources:
 - c. Schools above the state average of students receiving free or reduced lunch may include up to 10% of the total 25% cash match as in-kind contributions. More information may be found at: <http://education.nh.gov/data/attendance.htm>
 - d. The Applicant shall report monthly the amount, type of match being provided, and the source of the match with invoicing.
 - e. The applicant cannot use other federal funds as a match.

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Method and Conditions Precedent to Payment

1. 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.
2. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.243, United States 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.
3. Payment for services shall be on a cost reimbursement basis, all-inclusive rate 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 invoice shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services. 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 5.1 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.
9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
10. The Contractor agrees to keep records of their activities related to Department programs and services.
11. The Contractor agrees not to use the funding in this Agreement to replace funding for a program already funded from another source.

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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;

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- 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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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 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 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.

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Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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Date 2/16/16

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: North Country Health Consortium

8/16/16
Date

Nancy Frank
Name: Nancy Frank
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: North Country Health Consortium

Date 8/16/16


Name: Nancy Frank
Title: Executive Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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2/11/14

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: North Country Health Consortium

8/16/16
Date


Name: Nancy Frank
Title: Executive Director



**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

Handwritten initials, possibly "DJ", in black ink.

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: North Country Health Consortium

8/16/16
Date


Name: Nancy Frank
Title: Executive Director

Exhibit G

Contractor Initials mf

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: North Country Health Consortium

Date 8/16/16

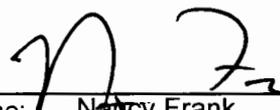

Name: Nancy Frank
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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

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8/16/16



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

9/16/16
Date

North Country Health Consortium
Name of the Contractor

Nancy Frank
Signature of Authorized Representative

Nancy Frank
Name of Authorized Representative

Executive Director
Title of Authorized Representative

8/16/16
Date

Contractor Initials NF

Date 8/16/16



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

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

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

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

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

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

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

Contractor Name: North Country Health Consortium

Date 8/13/11


Name: Nancy Frank
Title: Executive Director



FORM A

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

1. The DUNS number for your entity is: 01 771-1199-0000

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

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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 18th day of April A.D. 2016

A handwritten signature in cursive script, 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 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 8, 2016;

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 August 16, 2016.

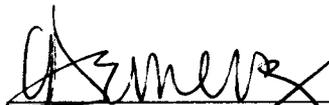
IN WITNESS WHEREOF, I have hereunto set my hand as the President of the North Country Health Consortium this 16th day of August 2016.



Edward Shanshala, President

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 16th day of August 2016 by Edward Shanshala.



Notary Public/Justice of the Peace
My Commission Expires:

CAROL A. HEMENWAY, Notary Public
My Commission Expires October 21, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/18/2016

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 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 31325

COVERAGES **CERTIFICATE NUMBER:** CL162307176 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 OTHER:			CPA 0238922 18	1/1/2016	1/1/2017	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
A	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			CAA0238923-18	1/1/2016	1/1/2017	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 OCCUR CLAIMS-MADE DED RETENTION \$			CUA 5178194-12	1/1/2016	1/1/2017	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	Y/N	N/A	WCA0277380-17	1/1/2016	1/1/2017	PER STATUTE OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Health Consortium
 NH Worker's Compensation--Excluded officers are Nancy Bishop, Charles Cotton & Edward Shanshala II

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

CANCELLATION

State of NH, DHHS 129 Pleasant Street Concord, NH 03301	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
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North Country Health Consortium Mission Statement:

“To lead innovative collaboration to improve the health status of the region.”

The North Country Health Consortium (NCHC) is a non-profit 501(c)3 rural health network, created in 1997, as a vehicle for addressing common issues through collaboration among health and human service providers serving Northern New Hampshire.

NCHC is engaged in activities for:

- Solving common problems and facilitating regional solutions
- Creating and facilitating services and programs to improve population health status
- Health professional training, continuing education and management services to encourage sustainability of the health care infrastructure
- Increasing capacity for local public health essential services
- Increasing access to health care for underserved and uninsured residents of Northern New Hampshire.

A.M. PEISCH & COMPANY, LLP

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

CONSOLIDATED FINANCIAL STATEMENTS

SEPTEMBER 30, 2015 AND 2014



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, 2015 and 2014, 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 -

401 Water Tower Circle Suite 302 Colchester, VT 05446 (802) 654-7255	27 Center Street P. O. Box 326 Rutland, VT 05702 (802) 773-2721	181 North Main Street St. Albans, VT 05478 (802) 527-0505	1020 Memorial Drive St. Johnsbury, VT 05819 (802) 748-5654	57 Farmvu Drive White River Jct., VT 05001 (802) 295-9349
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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, 2015 and 2014, 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.

Other Matters

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 12, 2016 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.

A.M. Peisch and Company, LLP

St. Johnsbury, Vermont
February 12, 2016
VT Reg. No. 92-0000102

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2015 AND 2014

ASSETS	2015	2014
Current Assets		
Cash and cash equivalents	\$ 912,270	\$ 835,671
Accounts receivable, net:		
Grants and contracts	188,257	155,441
Dental services	4,016	749
Certificates of deposit	124,509	87,420
Prepaid expenses	21,676	12,245
Restricted cash - ACO	76,701	199,144
Total Current Assets	<u>1,327,429</u>	<u>1,290,670</u>
Property and Equipment:		
Computers and equipment	72,057	61,777
Dental equipment	71,332	64,638
Furnitures and fixtures	32,257	32,257
Vehicles	18,677	18,677
Accumulated depreciation	<u>(141,048)</u>	<u>(123,965)</u>
Property and equipment, net	<u>53,275</u>	<u>53,384</u>
Total Assets	<u>\$ 1,380,704</u>	<u>\$ 1,344,054</u>
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 25,646	\$ 19,061
Accrued expenses	11,643	26,886
Accrued wages and related liabilities	71,980	71,098
Deferred revenue	212,362	232,862
Deferred revenue - ACO	74,810	199,144
Total Current Liabilities	<u>396,441</u>	<u>549,051</u>
Total Liabilities	<u>396,441</u>	<u>549,051</u>
NET ASSETS		
Unrestricted	<u>984,263</u>	<u>795,003</u>
Total Net Assets	<u>984,263</u>	<u>795,003</u>
Total Liabilities and Net Assets	<u>\$ 1,380,704</u>	<u>\$ 1,344,054</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, 2015 AND 2014

	2015	2014
Support:		
Grant and contract revenue	\$ 1,620,106	\$ 1,604,842
Revenue:		
Dental patient revenue	136,687	104,353
Fees for programs and services	232,483	224,760
Interest income	2,683	15,662
Other income	1,164	7,360
Gain (loss) on sale of property and equipment	-	(1,500)
Donated services	9,113	-
Donated assets	-	9,000
Total Revenue	<u>382,130</u>	<u>359,635</u>
Total Support and Revenue	<u>2,002,236</u>	<u>1,964,477</u>
Program Expenses:		
Workforce	519,117	311,601
Public health	164,287	171,118
Molar	412,339	508,603
CSAP	429,079	456,306
North Country ACO	111,534	154,431
Total Program Expenses	<u>1,636,356</u>	<u>1,602,059</u>
Management and General	<u>176,620</u>	<u>210,376</u>
Total Expenses	<u>1,812,976</u>	<u>1,812,435</u>
Change in net assets	189,260	152,042
NET ASSETS, beginning of the year	<u>795,003</u>	<u>642,961</u>
NET ASSETS, end of year	<u>\$ 984,263</u>	<u>\$ 795,003</u>

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Workforce	Public Health	Molar	CSAP	North Country ACO	Total Program	Management & General	Total
Personnel:								
Salaries	\$ 247,263	\$ 70,370	\$ 216,451	\$ 170,561	\$ 56,894	\$ 761,539	\$ 72,486	\$ 834,025
Payroll taxes and employee benefits	42,099	11,979	39,915	31,616	10,651	136,260	18,610	154,870
Subtotal	289,362	82,349	256,366	202,177	67,545	897,799	91,096	988,895
Site Expenses:								
Computer supplies	11,553	1,498	6,721	4,253	1,412	25,437	2,131	27,568
Medical and pharmacy supplies	113,154	62,978	93,404	117,137	30	386,703	5,118	391,821
Office supplies	7,583	3,837	2,269	11,094	340	25,123	3,986	29,109
Subtotal	132,290	68,313	102,394	132,484	1,782	437,263	11,235	448,498
General:								
Bad debts	-	-	4,551	-	-	4,551	-	4,551
Depreciation	-	-	7,985	-	-	7,985	9,099	17,084
Dues and memberships	1,644	-	250	350	102	2,346	6,890	9,236
Education and training	339	9	65	14,161	3	14,577	7,073	21,650
Equipment and maintenance	3,996	130	881	-	-	5,007	222	5,229
Rent and occupancy	17,328	4,827	16,048	13,012	4,125	55,340	6,962	62,302
Insurance	1,275	822	1,770	935	268	5,070	3,748	8,818
Miscellaneous	10,282	-	311	350	-	10,943	757	11,700
Data collection contract	-	-	-	-	21,953	21,953	-	21,953
Payroll processing fees	-	-	-	25	-	25	3,618	3,643
Postage	443	130	633	370	153	1,729	529	2,258
Printing	3,900	1,229	2,396	1,275	333	9,133	1,257	10,390
Professional fees	4,972	1,486	7,783	4,639	13,260	32,140	21,409	53,549
Training fees and supplies	38,214	1,885	41	43,507	1	83,648	3,539	87,187
Travel	14,208	2,071	5,046	14,293	1,842	37,460	7,857	45,317
Telephone	864	1,036	2,003	1,501	167	5,571	1,329	6,900
Vehicle expense	-	-	3,816	-	-	3,816	-	3,816
Subtotal	97,465	13,625	53,579	94,418	42,207	301,294	74,289	375,583
Total expenses	\$ 519,117	\$ 164,287	\$ 412,339	\$ 429,079	\$ 111,534	\$ 1,636,356	\$ 176,620	\$ 1,812,976

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT 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	-	-	670	50	-	720	195	915
Rent, housing, 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	26,662	45,039	1,085	46,124
Data collection contract	-	-	-	-	-	-	-	-
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 STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2015 AND 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 189,260	\$ 152,042
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	17,084	16,265
Bad debt expense (recovery)	4,551	(5,060)
(Gain)/loss on sale of property and equipment	-	1,500
(Increase) decrease in operating assets:		
Accounts receivable - Grants and contracts	(32,816)	10,906
Accounts receivable - Dental services	(7,818)	7,137
Prepaid expenses	(9,431)	(4,253)
Restricted cash - ACO	122,443	55,640
Increase (decrease) in operating liabilities:		
Accounts payable	6,585	(24,187)
Accrued expenses	(15,243)	23,540
Accrued wages	882	15,989
Cash in trust - ACO	-	(120,931)
Deferred revenue	(20,500)	33,245
Deferred revenue - ACO	(124,334)	65,291
Net cash provided by operating activities	<u>130,663</u>	<u>227,124</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of certificates of deposit	(61,497)	(26,391)
Maturities of certificates of deposit	24,408	24,307
Purchases of property and equipment	(16,975)	(26,235)
Proceeds from sale of property and equipment	-	1,281
Net cash used by investing activities	<u>(54,064)</u>	<u>(27,038)</u>
Net increase in cash and cash equivalents	76,599	200,086
Beginning cash and cash equivalents	<u>835,671</u>	<u>635,585</u>
Ending cash and cash equivalents	<u>\$ 912,270</u>	<u>\$ 835,671</u>

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. After this date, the Entity will be inactive.

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.

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

Dental Services and Molar – 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. There were no such transactions for the year ended September 30, 2015.

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. Amounts received aggregated \$268,386 as of September 30, 2014.

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. The payment of \$309,528 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.

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

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 for the development of systems to improve care coordination, technical improvements, data collection coordination, and promote cost saving. For the years ending September 30, 2015 and 2014, these amounts were \$74,810 and \$199,144, respectively.

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. 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 \$8,752 and \$4,200 as of September 30, 2015 and 2014, and an allowance for doubtful accounts for grants and contracts of \$0 as of September 30, 2015 and 2014. The Organization does not charge interest on its past due accounts, and collateral is generally not required.

Certificates of deposit

The Organization has three certificates of deposit with two financial institutions. These certificates carry original terms of 12 months to 24 months, have interest rates ranging from 0.25% to .45%, and mature at various dates through September 2016. All certificates are fully insured by the FDIC.

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	5-7 years
Vehicles	5 years

Depreciation expense totaled \$17,084 and \$16,265 for the years ended September 30, 2015 and 2014, respectively.

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

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.

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.

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, 2015 and 2014.

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, 2015 and 2014.

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. The tax years ending September 30, 2012 through 2015 are still open to audit.

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, 2015 and 2014.

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 .05% as of September 30, 2015.

Note 3. Donated Services

For the year ending September 30, 2015, the subsidiary recorded contribution revenue totaling \$9,113 as a result of donated legal services. The contribution revenue was recorded at fair market value.

Note 4. Operating Leases

The Organization leases office space in Littleton, NH under a three year operating lease that expires 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,		
2016	\$	57,663
2017		34,218
Thereafter		-
	\$	<u>91,881</u>

Lease expense for the aforementioned leases was \$60,777 and \$57,534 for the years ended September 30, 2015 and 2014, respectively.

Note 5. 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 2015 and 2014.

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 \$144,561 and \$214,401 for the years ended September 30, 2015 and 2014, respectively. Outstanding amounts due to these organizations as of September 30, 2015 and 2014 amounted to \$3,200 and \$0, respectively. Outstanding amounts due from these organizations as of September 30, 2015 and 2014 amounted to \$5,844 and \$8,160, respectively.

Note 6. 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, 2015 and 2014 were \$14,570 and \$16,436, respectively.

Note 7. 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 8. 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 9. Subsequent Events

The Organization did not submit an application to reapply to the Medicare Shared Savings Program, which expired December 30, 2015. As a result, North Country ACO was issued a status of non-renewal, and its participation agreement with the Shared Savings Program was terminated. As of December 31, 2015, substantially all funds were distributed to participants. A nominal cash balance remained to fund closing activities and completion of the required notifications to participants. After these activities have been completed, it is the intent of the Organization to dissolve North Country ACO.

The Organization has evaluated subsequent events through February 12, 2016, 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, 2015



NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2015**

Federal Grantor/Pass through Grantor/Program Title	Federal CFDA Number	Pass-through Grantor's Subgrant No.	Federal Expenditures
U.S Department of Health and Human Services			
<i>Direct Programs:</i>			
Rural Health Care Services Outreach Program	93.912		\$ 189,692
Quality Improvement	93.912		149,294
Network Development	93.912		<u>160,008</u>
			498,994
Health Careers Opportunity	93.329		<u>97,457</u>
<i>Total direct programs:</i>			<u>596,451</u>
<i>Passed through the State of New Hampshire:</i>			
Substance Misuse Prevention	93.959	TI010035-14	64,832
Public Health Advisory Council	93.959	TI010035-14	<u>14,967</u>
			79,799
School-Based Immunization	93.268	H23IP000757	6,696
School-Based Immunization	93.268	H23IP000757	<u>1,872</u>
			8,568
Public Health Emergency Preparedness	93.069	U90TP000535	<u>96,772</u>
Public Health Emergency Preparedness	93.074	U90TP000535	<u>26,650</u>
NH Strategic Prevention Framework Partnership for Success II	93.243	3U79SP019425	<u>224,387</u>
Public Health Advisory Council	93.758	B01OT00937	<u>9,972</u>
Hypertension	93.757	U58DP004821	<u>40,325</u>
<i>Total pass through State of New Hampshire:</i>			<u>486,473</u>
<i>Passed through the University of Dartmouth Area Health Education Center:</i>			
Area Health Education Centers	93.107	U77HP03627	<u>72,563</u>
<i>Passed through Southern NH Area Health Education Center:</i>			
Chronic Disease Self Management Program	93.189	14AANHT3PH	<u>9,656</u>
<i>Passed through the National Association of County and City Health Officials:</i>			
Medical Reserve Corps	93.008	HITEP150026	<u>2,481</u>
<i>Passed through the New Hampshire Health Plan:</i>			
Marketplace	93.525	HBEIE130156	<u>110,383</u>
Total Expenditures of Federal Awards			<u>\$ 1,278,007</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, 2015**

Note 1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of North Country Health Consortium, Inc. and Subsidiary (the Organization) under programs of the federal government for the year ended September 30, 2015. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

Note 2. Summary of Significant Accounting Policies

(1) Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, as is applicable, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

(2) Pass-through entity identifying numbers are presented where available.

A.M. PEISCH & COMPANY, LLP

CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

INDEPENDENT AUDITOR'S 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
Littleton, New Hampshire

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, 2015, 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 12, 2016.

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.

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401 Water Tower Circle Suite 302 Colchester, VT 05446 (802) 654-7255	27 Center Street P. O. Box 326 Rutland, VT 05702 (802) 773-2721	181 North Main Street St. Albans, VT 05478 (802) 527-0505	1020 Memorial Drive St. Johnsbury, VT 05819 (802) 748-5654	57 Farmvu Drive White River Jct., VT 05001 (802) 295-9349
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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.M. Reisch and Company, LLP

St. Johnsbury, Vermont
February 12, 2016
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
Littleton, New Hampshire

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, 2015. North Country Health Consortium, Inc. and Subsidiary's major federal program is 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 federal statutes, regulations, and the terms and conditions of the federal awards 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.

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.

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401 Water Tower Circle Suite 302 Colchester, VT 05446 (802) 654-7255	27 Center Street P. O. Box 326 Rutland, VT 05702 (802) 773-2721	181 North Main Street St. Albans, VT 05478 (802) 527-0505	1020 Memorial Drive St. Johnsbury, VT 05819 (802) 748-5654	57 Farmvu Drive White River Jct., VT 05001 (802) 295-9349
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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, 2015.

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. Peisch and Company, LLP

St. Johnsbury, Vermont
February 12, 2016
VT Reg. No. 92-0000102

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

**Schedule of Findings and Questioned Costs
Year Ended September 30, 2015**

A. SUMMARY OF AUDITOR'S RESULTS

1. The independent 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 program.
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, Quality Improvement, and Network Development (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, 2015.

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAM AUDIT

There were no reported findings related to the audit of the federal program for the year ended September 30, 2015.

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

**Summary Schedule of Prior Audit Findings
Year Ended September 30, 2015**

**2014 and 2013 FINDINGS AND QUESTIONED COSTS – AUDIT OF MAJOR FEDERAL
AWARD PROGRAMS**

2014 Finding:

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

2013 Finding:

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

*"To lead innovative
collaboration to improve the
health status of the region."*



North Country Health Consortium Board of Directors 2015-2016

President

Ed Shanshala, CEO, Ammonoosuc Community Health Services

Vice President

Charlie Cotton, Director, Northern Human Services

Treasurer

Jonathan Brown, CEO, Indian Stream Health Center

Secretary

Kristina Fjeld-Sparks, Director, NH AHEC/Dartmouth Medical School

Assistant Secretary

Nancy Bishop, Administrator, Grafton County Human Services

Gail Tomlinson, Executive Director, North Country Home Health & Hospice

Karen Woods, Cottage Hospital

Ken Gordon, Coos County Family Health Services

Kristy Letendre, Tri-County Community Action Program

Margo Sullivan, Androscoggin Valley Home Care

Roxie Severance, Morrison Nursing Home

Russell Keene, Androscoggin Valley Hospital

Scott Howe, Weeks Medical Center

Sharon Beaty, Mid-State Health Center

Warren West, Littleton Regional Healthcare

262 Cottage St., Ste. 230

Littleton, NH 03561

Phone: 603-259-3700 ~ www.nchcnh.org ~ Fax: 603-444-0245

Amy J. Holmes

Contact Information:
North Country Health Consortium
262 Cottage St Suite 230
Littleton, NH 03574

Education

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

Professional Experience

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

Responsibilities include:

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

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

Responsibilities include:

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

Volunteer Work

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

Responsibilities included:

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

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

Andrew Charles Brown

Summary

Over 10 years in public health focused non-profits. Extensive experience in program evaluation, strategic planning, community organizing and assessment, and technology support.

Education

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

April 2015-Present North Country Regional Prevention Network Coordinator – North Country Health Consortium
*Coordinates strategies designed to reduce substance misuse in the North Country of New Hampshire
*Works closely with NCHC Senior Program Manager to ensure effective allocation of resources and maximize strategy effectiveness.

Summer 2009-April 2015 Program Specialist – North Country Health Consortium
*Plans, coordinates and manages the use of data, communications and reporting tools and systems to meet NCHC program strategic objectives.
*Works with Community Substance Abuse Prevention Programs Manager to coordinate and evaluate the success of program activities

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

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

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

2002 – 2004 Lab Consultant – Client Information Technology Services Department: University of Vermont

LAURA J. HOSLEY
Lhosley@nchcnh.org

EDUCATION/CERTIFICATION

M.S., Applied Management

Lesley University, Cambridge, MA, 1988, Thesis: Implementing a Management Information System at New England Fellowship for Rehabilitation Alternatives, Inc.

B.A., Double Major: Psychology/Education

University of Rhode Island, Kingston, RI, 1980

Certified Student Assistance Counselor

Rhode Island Board for Certification of Chemical Dependency Professionals, 1993

Certified Prevention Specialist

Certification Board, 2015

Rhode Island

HONOR

Named Community Anti-Drug Coalitions of America (CADCA)'s Advocate of the Year (national award) for 2012

WORK HISTORY

NORTH COUNTRY HEALTH CONSORTIUM

Littleton, NH

2015 - present

Continuum of Care Facilitator

Promoting the utilization of resiliency and recovery-oriented systems of care, including assessment of substance use disorder services within Northern NH and developing a mechanism to coordinate efforts between key prevention, intervention, treatment and recovery stakeholders.

RIEAP, INC. STUDENT ASSISTANCE SERVICES DIVISION

Warwick, RI

2004 – 2015

Director of Community Prevention

Directed the Town of North Kingstown's Drug Free Communities grant and the State Block Grant for the City of Central Falls. Managed the Strategic Prevention Framework State Incentive grants for the City of Warwick and the Towns of Bristol and North Kingstown. Ensure that the needs assessment, strategic planning, program implementation, capacity building and evaluation components are carried out efficiently and effectively. Utilize evidence-based programs, policies and procedures, and environmental change strategies to influence policy development and advocate for change.

Manager of Prevention and Cessation Services

JAMESTOWN PREVENTION COALITION

Jamestown, RI

1993 – 2015

Coordinator

Recruited and motivated volunteers to serve on board; collaborated with local and state staff and administration, town departments (including schools, library, recreation and police), and citizens; provided outreach, environmental interventions and education to members of the community; prepared budgets and reports, provided resources by researching and submitting grant applications.

CANCER PREVENTION RESEARCH CENTER
URI, Kingston, RI

2001 – 2004

Project Manager/Community Coordinator (Research Associate III) for five grants:

- School Computer Programs for Teens for Six Cancer Risks
- Environmental Methods for Reducing College Drinking
- Evaluating Multiple Cancer Risk Behavior Interventions Among Parents
- Computerized Population Programs for Cancer Risks
- Individual and Campus Wide Interventions to Increase Donation Intentions Among African American Collegiate Students

RIEAP, INC. STUDENT ASSISTANCE SERVICES DIVISION
Warwick, RI

1993 – 2001

CHILD AND FAMILY SERVICES OF NEWPORT COUNTY
Newport, RI,

1990 – 1993

CHANNEL ONE WARWICK
Warwick, RI,

1989 – 1990

NEW ENGLAND FELLOWSHIP FOR REHABILITATION ALTERNATIVES, INC. (FELLOWSHIP HEALTH RESOURCES)
Providence, RI

1981 – 1989

COMMUNITY AFFILIATIONS

Founding Member, Jamestown Youth Organization/Conanicut Community Coalition/Friends of Jamestown Youth, 1995 – 2015

President/Advisor, Jamestown Parent Teacher Organization, 1998 – 2002

NANCY FRANK, MPH

PROFESSIONAL EXPERIENCE

North Country Health Consortium

Littleton, New Hampshire

August 2011 – present

Executive Director

- Responsible for supervision of all agency staff
- Director of the Northern New Hampshire Area Health Education Center
- Lead strategic planning and board development efforts
- Prepare and manage organization's budget
- Provide oversight and technical assistance to all agency projects and programs

December 2009- July 2011

Development Director/Workforce Development

- Responsible for researching and writing grant applications, developing work plans, identifying funding opportunities
- Serves as North Country Health Consortium Evaluator
- Provides consultation to member organizations and assists in community needs assessment, evaluation, and resource development
- Serves as project director on workforce development initiatives
- Provides supervision to the Workforce Development Program
- Member of NCHC Management Team

Vermont Department of Health

St. Johnsbury, Vermont

November 2006-June 2008

Public Health Supervisor

- Responsible for administration of local public health programs, including school health, immunizations, healthy babies, ladies first (breast and cervical cancer screening), and environmental health
- Participated in local emergency preparedness planning
- Collaborated with community partners to develop community health education prevention programs
- Participated in local community health assessment and identification of public health priorities
- Facilitated local Maternal/Child Health coalition
- Supervision of professional/para-professional staff

Northeastern Vermont Area Health Education Center

St. Johnsbury, Vermont

December 1999-October 2006

Community Resource Coordinator

Program Coordinator, National Community Center of Excellence in Women's Health

- Responsible for coordination of community health education programs in a six county region in Northeastern Vermont
- Collaborated with five regional hospitals to increase access to health information and education programs
- Worked with community partners to plan and implement community health and wellness programs
- Developed community health status reports
- Responsible for grant writing, including successful award for five year federal grant to establish National Community Center of Excellence in Women's Health (CCOE) in Vermont's Northeast Kingdom
- Responsible for all aspects of development, implementation, management, and evaluation of a rural

CCOE model

- Responsible for submission of all federal reports and documentation of CCOE program highlights
- Attended and presented at national meetings

Northeastern Vermont Area Health Education Center

St Johnsbury, Vermont

July 1999 – October 1999

Consultant, Community Diabetes Project

- Established partnerships with primary care provider practices to plan and implement diabetes education program
- Developed educational packets for providers and patients with an emphasis on chronic disease management

Vermont Department of Health

Burlington, Vermont

June 1992 – December 1998

Public Health Specialist (February 1998 - December 1998)

Primary Care Coordinator

- Wrote, managed, and administered Federal Grant establishing Vermont's Primary Care Cooperative Agreement
- Assessed access to primary care services for all Vermonters, particularly underserved populations
- Assisted communities, providers, and special populations in development of strategies to increase access to care
- Participated in policy development related to primary care delivery systems
- Responsible for Vermont's applications for Federal Health Professional Shortage Area designations
- Facilitated and coordinated meetings of Primary Care Cooperative Agreement Steering Committee

Maternal and Child Health Planning Specialist (October 1993 - February 1998)

Project Coordinator, State Systems Development Initiative

- Facilitated community health needs assessment process in various communities throughout the state by providing technical assistance for development and data analysis
- Managed community grants focused on integrated health care systems development for children and families.
- Responsible for development of community assessment and evaluation tools.
- Responsible for federal grant and report writing
- Member of statewide advisory boards, including the Primary Care Cooperative Agreement, the Robert Wood Johnson Making the Grade Project, and the Indicator and Outcomes Committee of the State Team for Children and Families

Maternal and Child Health Planning Specialist (June 1992 - September 1993)

- Responsible for statewide planning for maternal and child health programs and policies.
- Evaluated Department of Health programs and make recommendations for programmatic changes
- Responsible for coordinating Vermont's Maternal and Child Health Title V grant proposal and annual report
- Coordinator for statewide systems development project focused on the primary health care needs of children and adolescents in Vermont.
- Vermont Genetics Coordinator - manage contracts and grants with the Vermont Regional Genetics Center
- Responsible for grant and report writing
- Member of Vermont's Child Fatality Review Committee

University of Illinois at Chicago, School of Public Health

Prevention Research Center, Chicago, IL

January 1990 – May 1991

Project Director, Youth AIDS Prevention Project

- Responsible for directing all aspects of a multiple risk reduction HIV prevention education/research project
- Developed comprehensive risk reduction curriculum for 7th and 8th grade students
- Developed research questionnaires for students, parents, and school administrators
- Responsible for writing annual National Institutes of Mental Health progress and evaluation reports
- Participated in budget management of project
- Supervised staff of three health educators and two research assistants

Cook County Department of Public Health

Maywood, Illinois

September 1987 – January 1990

AIDS Education Coordinator (July 1988 - January 1990)

- Responsible for administration, planning and implementation for all HIV/AIDS community and school-based education programs
- Managed subcontracts with community based organizations
- Responsible for writing quarterly progress/evaluation reports submitted to the Illinois Department of Public Health
- Supervised staff of four health educators

Community Health Educator (September 1987 - July 1988)

- Organized and conducted conferences, workshops, training, and classes for students, teachers, and community groups on a variety of public health issues, emphasis on HIV/AIDS and sexuality education

Case Western Reserve University

Cleveland, Ohio

November 1982 – May 1985

Research Assistant, Department of Nutrition

- Primary research assistant for the laboratory analysis component of a project to study the vitamin D levels of bottle-fed versus breast-fed infants

Research Assistant, Department of Medicine

- Prepared statistical and technical data for publications
- Managed research grants

PROFESSIONAL AFFILIATIONS/BOARDS

- Grafton County Mental Health Court, Advisory Council
- New England Rural Health Round Table, Board Member
- New Hampshire Oral Health Coalition, Steering Committee
- New Hampshire Governor's Primary Care Workforce Commission
- National Cooperative of Health Networks
- American Public Health Association

EDUCATION

May 1987 Master of Public Health, Community Health Sciences, Maternal & Child Health
University of Illinois at Chicago, School of Public Health

June 1981 Bachelor of Science, Consumer Science

Colleen Gingue

Self-Starter

Team Player

Task Oriented

Cheerful

Highlights of Qualifications

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

Experience

Finance Director *North Country Health Consortium* *2012-Present*

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

Multi-Client Bookkeeper Service *Abacus Bookkeeping* *2012*

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

Accounting Manager *microDATA 911, Inc.* *2002-2011*

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

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

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

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: North Country Health Consortium

Name of Contract: Student Assistance Program

BUDGET PERIOD		SFY 17		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Amy Holmes	Public Health Director	\$66,851	7.50%	\$5,013.84
Drew Brown	IT Support	\$57,845	7.50%	\$4,336.36
Laura Hosley	Project Coordinator	\$65,000	22.50%	\$14,622.89
Nancy Frank	Program Director	\$96,013	1.50%	\$1,440.19
Colleen Gingue	Finance Director	\$69,846	1.50%	\$1,047.70
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$26,460.98

BUDGET PERIOD		SFY 18		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Amy Holmes	Public Health Director	\$68,857	10.00%	\$6,885.67
Drew Brown	IT Support	\$59,580	8.00%	\$4,766.41
Laura Hosley	Project Coordinator	\$66,950	30.00%	\$20,085.00
Nancy Frank	Program Director	\$98,893	2.50%	\$2,472.33
Colleen Gingue	Finance Director	\$71,942	2.00%	\$1,438.84
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$35,648.25

Subject: Student Assistance Program rfa-2017-bdas-02-stude-03

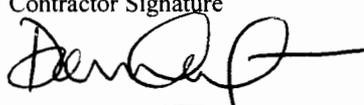
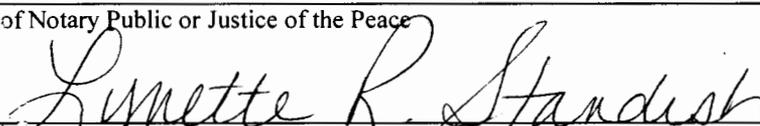
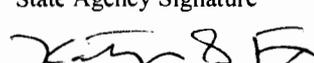
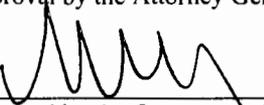
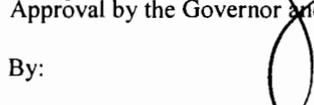
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

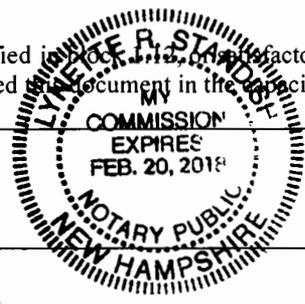
AGREEMENT

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 Division of Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name School Administrative Unit #37 - Manchester School District		1.4 Contractor Address 195 McGregor Street, Suite 201 Manchester, NH 03102	
1.5 Contractor Phone Number 603-624-6300	1.6 Account Number 05-95-49-491510-2407-102-500731	1.7 Completion Date 6/30/2018	1.8 Price Limitation \$200,000
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory David Ryan Assistant Superintendent of Curriculum & Instruction	
1.13 Acknowledgement: State of <u>NEW HAMPSHIRE</u> County of <u>Hillsborough</u> On <u>September 15, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.11, and acknowledged that s/he executed the 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 <u>LYNETTE R. STANDISH Notary Public</u>			
1.14 State Agency Signature  Date: <u>9/16/16</u>		1.15 Name and Title of State Agency Signatory Katja S. Fox Director	
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) (if applicable) By:  On: <u>Megan York - Attorney</u> <u>10/10/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By:  On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. 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 within ten (10) days of the contract effective date.
- 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 will address underage drinking among persons aged 12 to 20, and prescription drug misuse and abuse and illicit opioid misuse and abuse among persons aged 12 to 25, and for 'high need, high risk' populations in the Parkside Middle School and Southside Middle School, and towns within the school districts.

2. Definitions

- 2.1. AlcoholEdu for College - AlcoholEdu for College is an interactive online program designed to reduce the negative consequences of alcohol amongst students. More information can be found at the following link: <https://everfi.com/higher-education/alcholedu/>
- 2.2. Environmental Strategies – Environmental Strategies work is done at the community (school, town, state etc.) level that creates shifts in attitudes, perceptions, policies and culture toward healthier lifestyles. This broad work is effective at creating population level changes. This kind of work supports the ideas that help people live in healthy communities and that healthy communities support the health and wellbeing of their citizens.
- 2.3. Evidence-Based Prevention Services –According to the Substance Abuse and Mental Health Services Administration Evidence-based prevention refers to a set of prevention activities that evaluation research has shown to be effective in producing positive outcomes.
<http://captus.samhsa.gov/prevention-practice/defining-evidence-based>.
- 2.4. 'High need, high risk' populations are local communities (cities/towns/schools/college campuses) that show that their population's prevalence rates for alcohol and/or other drugs misuse are higher than the New Hampshire's state average prevalence rates. Vendors shall demonstrate 'high need, high risk' populations by using the prevalence rate data from the 2013 or 2015 Youth Risk Behavior Survey (YRBS) or the 2014 National Survey on Drug Use and Health (NSDUH) reports or similar data.
- 2.5. Learning Collaborative - A Learning Collaborative is a teaching model that focuses on adoption of best practices in diverse service settings and emphasizes adult learning principles, interactive training methods, and skill-focused learning in the transfer of knowledge and skills among participants.
- 2.6. National Survey on Drug Use and Health (NSDUH) - NSDUH reports high risk behavior for individuals 12 and over. More information can be found at the following link:
<https://nsduhweb.rti.org/respweb/homepage.cfm>



Exhibit A

- 2.7. Partnership for Success- Partnership for Success is a federal grant that provides funding for services to communities that have the highest risk and prevalence of substance use among individuals 12 to 25.
- 2.8. Project Alert – Project alert is an evidenced based curriculum that addresses the pro-drug mindset of today's teens and effectively increases their likelihood to remain drug-free. More information can be found at the following link: <http://www.projectalert.com/>
- 2.9. Project Success - Project Success is a student assistance program which is endorsed by the Substance Abuse and Mental Health Services Administration as an Evidenced-Based prevention program. Project Success is implemented by specially trained student assistance counselors who are imbedded in schools 2-5 days/week. It is a research-based program that uses interventions that are effective in reducing risk factors and enhancing protective factors. More information can be found at the following link: <http://www.sascorp.org/success.html>
- 2.10. Youth Risk Behavior Survey (YRBS) - YRBS reports high-risk behaviors for students in middle and high schools for grades 6 to 12. The YRBS survey is the a collaboration between the Centers for Disease Control and Prevention (CDC), the New Hampshire Department of Education, and the New Hampshire Department of Public Health. More information can be found at the following link: <https://wisdom.dhhs.nh.gov/wisdom/>

3. Scope of Services

- 3.1. The Contractor will be responsible for the Student Assistant Program activities as follows:
 - 3.1.1. Screen individuals who are referred to the program, using the guidance provided by the Department, and using an evidenced based screening tool that must include an assessment of the individual, family, substance use issues, and if a referral to treatment is appropriate. For a list of potential tools, go to NAMI-NH's recommendations at: www.naminh.org/uploads/NAMIReclaimingOurFuture.pdf.
 - 3.1.2. Submit for Department approval within thirty (30) days of the contract effective date, the evidenced based screening tool to be used.
 - 3.1.3. Refer individuals to community treatment providers, as appropriate.
 - 3.1.4. Conduct individual support sessions as needed with the purpose of crisis intervention or to motivate students in participating in groups modeled after Project Success.
 - 3.1.5. Conduct individual sessions as needed to assist students in:
 - 3.1.5.1. Identifying and resisting social and situational pressures to use substances.
 - 3.1.5.2. Correcting misperceptions about the prevalence and acceptability of substance use.
 - 3.1.5.3. Focusing on the personal consequences of substance use.
 - 3.1.5.4. Teaching and providing opportunities to practice resistance and coping skills.
 - 3.1.5.5. Identifying barriers to using the newly developed skills or adopting healthy



attitudes.

- 3.1.6. Conduct the Newcomers Group, the Children of Substance Abusing Parents Group and a Seniors Group beginning in year one and expanding new groups in additional years as funding will allow that are modeled after Project Success including but not limited to:
 - 3.1.6.1. Alcohol and other Drug Assessment Education Group
 - 3.1.6.2. Sibling Group
 - 3.1.6.3. Non-Users Group
 - 3.1.6.4. Parents, Peers, and Partying Group
 - 3.1.6.5. Users Group
 - 3.1.6.6. Users/Children of Substance Abusing Parents Group
 - 3.1.6.7. Recovery Group.
- 3.1.7. Provide Parent Education regarding prescription drug misuse, underage drinking and binge drinking, within the school and community.
- 3.1.8. Provide alcohol and other drug prevention education, when an applicant is a middle school or high school, using an evidence based curriculum such as Project Alert, during seventh and ninth grade transitional years that includes, but is not limited to:
 - 3.1.8.1. Adolescent alcohol, tobacco and other drug information.
 - 3.1.8.2. Family Dynamics and pressures.
 - 3.1.8.3. Skills for coping with stress and life pressure.
- 3.1.9. Submit to the Department for approval within thirty (30) days of the contract effective date, the evidence-based curriculum that will be used to meet the requirements in Section .3.1.8.
- 3.1.10. Conducting a minimum of three (3) school/community centered environmental strategies (See Section 2, Request for Application Terminology) that broadly reach populations within the school and community and focus on alcohol and other drug prevention messaging which can include utilizing existing groups and programs, as appropriate, to meet this requirement.
- 3.1.11. Increase school and community awareness of the Student Assistance Program services through media and marketing including but not limited to print media and social media such as Facebook, Instagram etc. with Department identified organizations such as the Partnership for a Drug Free NH.
- 3.1.12. Use a survey provided by the Department to conduct pre- and post-surveys of students in grades 7 through 12, who receive student assistance program services through group education such as those listed in Section 3.1.6. The Applicant will conduct pre survey of students at the start of the group education program and post survey of the same students who completed the group education program.



Exhibit A

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- 3.1.13. Use the Youth Risk Behavior Survey, as provided by the Department, to conduct a survey of all students in grades 7 through 12 during the period of March through May of 2017.
 - 3.1.14. Use a survey provided by the Department to conduct a survey of all students in grades 7 through 12, during the period of March through May of 2018.
 - 3.1.15. Return the completed surveys in Sections 3.1.14 through 3.1.15 as instructed by the Department.
 - 3.1.16. Evaluate the existing school policies on alcohol and other drugs in the first year of the contract and make improvements to the existing policies to those based on best practice and according to the recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment that can be found at the following link:
<http://www.dhhs.nh.gov/dcbcs/bdas/documents/modelschoolpolicy.pdf>.
 - 3.1.17. Implement the improvements to the alcohol and other drug school policies in Section 3.1.18 in year two of the Contract.
 - 3.1.18. Participate in the Student Assistance Learning Collaborative and other mandatory trainings as identified by the Department.
 - 3.1.19. Input data on a monthly or quarterly basis to an online database, as required by the Department, such as but not limited to:
 - 3.1.19.1. Number of students
 - 3.1.19.2. Demographic of students
 - 3.1.19.3. Number of environmental strategies
 - 3.1.19.4. Amount of funds received from other sources
 - 3.1.20. Provide additional reports or data as required by the Department.
 - 3.1.21. Allow a team authorized by the Department to meet with the applicant and staff on a quarterly basis or as needed to conduct a site visit. The Contractor shall:
 - 3.1.21.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
 - 3.1.21.2. Ensure the Department is provided with access that includes but is not limited to:
 - 3.1.21.3. Data
 - 3.1.21.4. Financial records
 - 3.1.21.5. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 3.1.21.6. Scheduled phone access to Contractor staff
 - 3.1.21.7. Timely unscheduled phone response by Contractor principals and staff.



Exhibit A

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- 3.1.22. Provide a sustainability plan for continuation of the Student Assistance Program to the Department for review and approval 90 days before the contract end date. The sustainability plan must be made in collaboration with the region's Regional Public Health Network. For a list of Regional Public Health Network please refer to <http://www.dhhs.nh.gov/dcbcs/bdas/index.htm>.
- 3.1.23. 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.
- 3.1.24. Maintain dedicated staff to provide the student assistance program that meets the following standards:
- 3.1.24.1. One fulltime equivalent (over 37.5 hours per week) staff person to every one thousand (1,000) students.
 - 3.1.24.2. For schools serving less than one thousand (1,000) students, the staff person must be available for a minimum of two days (at 7.5 hours per day) per week and cannot serve more than two (2) buildings or campuses.
 - 3.1.24.3. Staff shall obtain Certified Prevention Specialist status within one (1) year.
 - 3.1.24.4. Provide a non-federal 25% match, which is a non-federal share of costs that the applicant is required to contribute to accomplish the activities in this Request for Application. The match shall be non-federal cash and/or a non-monetary In-kind contribution of 25% of the total dollar amount awarded by the Department in the resulting contract. The purpose of the match is to ensure sustainability of the student assistant program beyond the life of the contract.
 - a. A cash match is defined as non-federal cash from the applicant's own funds or cash donations from non-federal third parties.
 - b. An In-kind non-federal match is defined as a non-monetary contribution of personnel, goods, or services purchased or received from non-federal sources:
 - c. Schools above the state average of students receiving free or reduced lunch may include up to 10% of the total 25% cash match as in-kind contributions. More information may be found at: <http://education.nh.gov/data/attendance.htm>
 - d. The Applicant shall report monthly the amount, type of match being provided, and the source of the match with invoicing.
 - e. The applicant cannot use other federal funds as a match.



Method and Conditions Precedent to Payment

1. 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.
2. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.243, United States 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.
3. Payment for services shall be on a cost reimbursement basis, all-inclusive rate 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 invoice shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services. 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 5.1 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.
9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
10. The Contractor agrees to keep records of their activities related to Department programs and services.
11. The Contractor agrees not to use the funding in this Agreement to replace funding for a program already funded from another source.

DWR

9-15-16



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 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 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.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

4. Insurance

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

14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$275,000 per claim and \$925,000 per occurrence.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: School Administrative Unit #37
Manchester School District

9-15-16
Date


Name: David Ryan
Title: Assistant Superintendent of Curriculum & Instruction



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: School Administrative Unit #37
Manchester School District

9-15-16
Date


Name: David Ryan
Title: Assistant Superintendent of Curriculum & Instruction



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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9-15-16



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: School Administrative Unit #37
Manchester School District

9-15-16
Date

David Ryan
Name: David Ryan
Title: Assistant Superintendent of Curriculum & Instruction



**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 DM

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.

School Administrative Unit #37
Contractor Name: Manchester School District

9-15-16
Date


Name: David Ryan
Title: Assistant Superintendent of Curriculum & Instruction

Exhibit G

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

Contractor Initials DRR

Date 9-15-16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: School Administrative Unit #37
Manchester School District

9-15-16
Date

David Ryan
Name: David Ryan
Title: Assistant Superintendent of Curriculum & Instruction



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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9-15-16



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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9-15-16



Exhibit I

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

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

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9-15-16



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

[Signature]
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

9/16/16
Date

School Administrative Unit #37
Manchester School District

Name of the Contractor
[Signature]
Signature of Authorized Representative

David Ryan
Name of Authorized Representative
Assistant Superintendent of Schools
Curriculum & Instruction

Title of Authorized Representative
9-15-16
Date



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

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

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

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

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

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

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

Contractor Name: School Administrative Unit #37
Manchester School District

9-15-16
Date


Name: David Ryan
Title: Assistant Superintendent of Curriculum & Instruction



FORM A

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

1. The DUNS number for your entity is: 100 36 3639
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____



MANCHESTER SCHOOL DISTRICT
 SCHOOL ADMINISTRATIVE UNIT NO. 37
 195 McGregor Street, Suite 201
 Manchester, NH 03102
 Telephone: 603.624.6300 • Fax: 603.624.6337

Debra Livingston, Ed.D.
 Superintendent of Schools

David M. Ryan
 Assistant Superintendent
 Curriculum & Instruction

Christine D. Martin, Ed.D.
 Assistant Superintendent
 Elementary Education

Karen DeFrancis
 Business Administrator

Vacant
 Exec. Dir. Innovation Zone

CERTIFICATE OF VOTE
 (Corporation without Seal)

I, Theodore Gatsas, do hereby certify that:

1. I am a duly elected Mayor of the City of Manchester and the Chairman of the Manchester Board of School Committee.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of School Committee of the Manchester School District duly held on September 14, 2016.

RESOLVED: That the Manchester School District enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of Student Assistance Program Services.

RESOLVED: That the Superintendent of Schools and/or the Assistant Superintendent of Curriculum & Instruction are hereby authorized on behalf of the Manchester Board of School Committee 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 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 15th day of Sept, 2016. (Date Contract Signed)

4. David Ryan is the duly elected Assistant Superintendent of Curriculum & Instruction of the Manchester School District.

(Signature of Mayor Gatsas)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 15th day of Sept, 2016.

By Mayor Theodore Gatsas

(Notary Public/Justice of the Peace)
 (N.H. STATE SEAL)

VICTORIA L. FERRARO, Notary Public
My Commission Expires June 24, 2020

Commission Expires: _____

It is the policy of the Manchester Board of School Committee, in its actions, and those of its employees, that there shall be no discrimination on the basis of age, sex, race, color, marital status, physical or mental disability, religious creed, national origin or sexual orientation for employment in, or operation and administration of any program or activity in the Manchester School District. The Title IX Coordinator is Pamela Hogan; the 504 Coordinator is Christine D. Martin, Ed.D. Please see above for contact information.

Kevin J. O'Neil
Risk Manager



CITY OF MANCHESTER
Office of Risk Management
CERTIFICATE OF COVERAGE

DEPARTMENT OF HEALTH & HUMAN SERVICES
STATE OF NEW HAMPSHIRE
129 Pleasant Street
Concord, New Hampshire 03301

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 within the financial limits of RSA 507-B as follows:

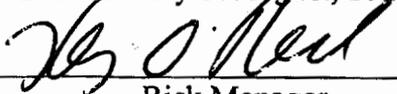
	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	925
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	925
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, 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 limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD

For the City of Manchester's RFA-2017 – BDAS-02-STUDE
For Student Assistance Program with the State of New Hampshire Department of Health and Human Services.

Issued the 2nd day of August, 2016.



Risk Manager



MANCHESTER SCHOOL DISTRICT
SCHOOL ADMINISTRATIVE UNIT NO. 37
195 McGregor Street, Suite 201
Manchester, NH 03102
Telephone: 603.624.6300 • Fax: 603.624.6337

Debra Livingston, Ed.D.
Superintendent of Schools

David M. Ryan
Assistant Superintendent
Curriculum & Instruction

Christine D. Martin, Ed.D.
Assistant Superintendent
Elementary Education

Karen DeFrancis
Business Administrator

Vacant
Exec. Dir. Innovation Zone

2016 Board of School Committee

The following citizens are members of the Manchester School District Board of School Committee:

- Chairman of the Board, Mayor Ted Gatsas
- Ward 1, Sarah Ambrogi
- Ward 2, Debra Gagnon Langton
- Ward 3, Mary Ngwanda Georges
- Ward 4, Leslie Want
- Ward 5, Lisa M. Freeman
- Ward 6, Dan Bergeron
- Ward 7, Ross Terrio
- Ward 8, Erika Connors
- Ward 9, Arthur Beaudry
- Ward 10, John Avard
- Ward 11, Katie Desrochers
- Ward 12, Connie Van Houten
- At-Large, Richard H. Girard
- At-Large, Nancy Tessier

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DEBRA LIVINGSTON, Ed. D.

dlivingston@mansd.org

Work (603) 624-6300

EDUCATION

Doctor of Education– <i>Educational Leadership & Administration</i> UNIVERSITY OF TEXAS AT EL PASO	2004 El Paso, Texas
Master of Education– <i>Educational Administration</i> UNIVERSITY OF TEXAS AT EL PASO	1994 El Paso, Texas
Bachelor of Arts in Liberal Studies UNIVERSITY OF NEW ENGLAND-ST. FRANCIS COLLEGE	1983 Biddeford, Maine
Associate of Arts UNIVERSITY OF WISCONSIN-CENTER SYSTEM	1977 Rice Lake, Wisconsin

Certifications: New Hampshire Superintendent, Texas English Teacher, Texas Principal

PROFESSIONAL EXPERIENCE

Superintendent of Schools Manchester School District 15,000 Students Leads the educational program of a diverse population of students in 22 schools. Works closely with the 15 member Board of School Committee to meet goals and implement the strategic plan. Plans and prepares the \$162M budget. Oversees all instructional programs, facilities, technology, elementary and secondary education, and human resources. Developed the Innovation Zone, increased technology availability and utilization, introduced new computer programming to the district office to enhance efficiency, implemented STEAM AHEAD at West High School and First Robotics for all elementary schools, strengthened the English Learner and SPED programs, and developed a culture of urgency and innovation.	July 1, 2013-Present Manchester, NH
Superintendent of Schools Fall Mountain Regional School District (SAU60) 1500 Students Responsible for Pre-K -12 in the towns of Alstead, Acworth, Charlestown, Walpole, and Langdon that includes 11 schools. Works closely with the seven-member school board to set a vision and follow through with goals, policy writing and implementation, curriculum and instruction and instructional reform efforts. Prepares and implements the operating budget of \$28M. Secures and nominates all employees. Ensures the implementation of the curricular program and implementation of innovative programs such as Read 180, Special Education Alternative Programs, Technology Integration (1:1 Computing), and two new Pre-Kindergarten Programs. Passed 4.5M bond to renovate Fall Mountain Regional High School in 2010. Commissioner's Excellence in Education Awards 2012-13 at Alstead Primary School, North Charlestown School, and Charlestown Primary School, 2012 New Hampshire School Board of the Year, 2012 Healthy Eating Active Living Award for North Charlestown School, 2012 What Parents Want Award.	2007-2013 Charlestown, NH

Executive Director of Curriculum and Instruction 2005-2007
SOCORRO INDEPENDENT SCHOOL DISTRICT (SISD) El Paso, Texas
 38,000 Students
 Member of the Superintendent's Cabinet. Guided the objectives of the Instructional Program. Responsible for districtwide curriculum development, testing, evaluation and standardized test scores. Oversaw the departments of Fine Arts, Special Education, Career and Technology Education, Elementary Education, Secondary Education, Guidance and Counseling, Research and Evaluation, State and Federal Programs, Bilingual and ESL, Library Services, and TIPS Program. Initiated and presented the SISD Principals Academy. SISD Teacher Academy Leader. Initiated Pre-AP courses at all district middle schools.

Director of Secondary Education 2003-2005
SOCORRO INDEPENDENT SCHOOL DISTRICT El Paso, Texas
 Provided vision and direction to school district's Secondary Education Department. Oversaw management of \$2 million in Title II parts A & D budgets. Developed support teams to assist struggling schools. Revamped focus of secondary education to improve performance on state assessments. Provided professional development for all secondary staff.

Principal 2000-2003
ENSOR MIDDLE SCHOOL (SISD) El Paso, Texas
 600 Students
 Oversaw successful opening of this new school. Guided and directed all aspects of administration and instruction at the 5-8 grade school level. Promoted a team-building atmosphere and delegated through a staff comprising assistant principals, department chairs, teachers, counselors, and support staff. Charged with full budget responsibilities.

Principal 1997-2000
MONTWOOD MIDDLE SCHOOL (SISD) El Paso, Texas
 1300 students
 Opened this new school with 700 students. Effectively managed daily operations of middle school that grew to a population of 1,300 students. Supervised 100 faculty and staff and provided on-site professional development. Led curriculum development, technology integration. Developed the school budget, and conducted fundraising. A TEA Recognized School in 2000.

Assistant Principal 1994-1997
SOCORRO MIDDLE SCHOOL (SISD) El Paso, Texas
 800 Students
 Supervised instructional goals and objectives. Led staff, managed operational budgets, and coordinated special activities. Provided professional development for all staff. Opened the school's first parent center. Implemented home visit program.

TEACHING EXPERIENCE

Lecturer 2003-2007
UNIVERSITY OF TEXAS AT EL PASO El Paso, Texas
 Taught credited courses in the Department of Educational Leadership: Educational Law, School Management Internship I and II, School Based Budgeting, Administration of School Personnel Services, Multicultural Education, Introduction to School Administration, and Supervision.

Writing Center Teacher 1988-1994
SOCORRO HIGH SCHOOL (SISD) El Paso, Texas
 Introduced a comprehensive, cross-curricular writing program to SISD.

Middle School Teacher 1987-1988

ESCONTRIAS SCHOOL (SISD)
7th and 8th Grade English and Reading

El Paso, Texas

Middle School Teacher
LAMAR SCHOOL
7th and 8th Grade English and Reading

1985-1987
Lamar, Arkansas

Middle School Teacher
SACO MIDDLE SCHOOL
7th Grade English (One Year Position)

1983-1984
Saco, Maine

COMMUNITY AND STATE SERVICE

Board of Trustee Member of the Manchester YMCA 2015-Present
NH State Legislature's Pre-Engineering Technology Advancement Council 2014-Present
NH Scholars Board Member, 2014-Present
NH Governor's Advanced Manufacturing Council, 2012-Present
NH DOE Teacher Evaluation Task Force, 2011-2012
Valley Regional Hospital Board Member, Claremont, New Hampshire, 2008-2011
Core Planning Group Member for the Northeast Educator Effectiveness Alliance, 2012-Present
City of Manchester Neighborhood Health Improvement Strategy (NHIS) Leadership Team Member
Manchester, NH YMCA Board of Trustees

NATIONAL AND STATE PUBLICATIONS AND PRESENTATIONS

K-20 Partnerships and Alignment Panel Member, Commissioner's Joint Meeting of the PSB/CTE/HE Network, Southern New Hampshire University, October 31, 2014.

Justice Studies Panel Member, University of New Hampshire, Durham, NH, March 22, 2013.

School Emergency Response: Three Case Studies, Best practices Conference on School Operations, Finance & Business Leaders, September 24, 2012, Concord, NH. Presented with NH Department of Safety and Homeland Security

School Emergencies: A Coordinated Joint Response 8th Annual NH Emergency Preparedness Conference, Concord NH

Improving Lives through Curriculum Alignment and Articulation (October, 2006). Texas Association of School Boards/Texas Association of School Administrators, Houston, Texas and the January 2007 Mid-Winter Conference in Austin, Texas.

Creating Student Success through Best Practices for Beginning Teachers. Keynote Speaker. 2nd Annual ABC Conference. University of Texas at El Paso, College of Education (September, 2006).

Forum for Developing School Culture: Learning Communities. Regional Student Performance Network, Education Service Center Region 19. Keynote Speaker. (June, 2006)

An American Principal in Japan (April / May, 2001). TASSP, Texas Study for Secondary Education.

A Retreat from Ordinary Staff Development (1999). TASSP, Texas Study for Secondary Education.

Home Visits to Middle-Schoolers (November, 1997). Education Digest.

Home Visits: Shortening the Path Between Home and School (September / October, 1997). Schools in the Middle, A NASSP Publication.

Parent Involvement: A Must for Today's Middle Schools (March, 1997). Schools in the Middle, A NASSP Publication.

AWARDS / RECOGNITION

NH Jobs for America's Graduates Award	2015
City Year Award	2015
US State Department Fellowship with Brazil	2013
The Outstanding Dissertation for UTEP	2004
<i>Principal of the Year for Region 19</i> Texas Association of Secondary School Principals	2003
<i>Fulbright Teacher Fund Program Award</i> Studied educational programs in Japan	2000
<i>Assistant Principal of the Year for the State of Texas</i> Texas Association of Secondary School Principals	1997
<i>Outstanding Middle School Assistant Principal</i> Texas Region 19	1996

DAVID M. RYAN

Manchester School District
195 McGregor Street, Suite 201
Manchester, NH 03102
603-624-6300 ext. 111
dryan@mansd.org

EDUCATION

BOSTON COLLEGE, Chestnut Hill, MA

Graduate School of Education

Doctor of Education (Ed.D.), Education Leadership, May 2018

UNIVERSITY OF NEW HAMPSHIRE, Durham, NH

Graduate School of Education

Education Specialist (Ed.S.), Educational Administration and Supervision, December 2012

BOSTON COLLEGE, Chestnut Hill, MA

Graduate School of Education

Master of Education (M.Ed.), Educational Administration, August 2000

PLYMOUTH STATE COLLEGE, Plymouth, NH

B.A., English, 1994

NH CREDENTIALS: English Education (0500), Principal (0003), Superintendent (0001)

MA CREDENTIALS: MEPID 53627535 Principal, Assistant Superintendent/Superintendent in review

PROFESSIONAL EXPERIENCE

MANCHESTER SCHOOL DISTRICT, Manchester, NH

2013 – present

Assistant Superintendent for Curriculum and Instruction

Serve as the primary leader for improvement in curriculum, instruction and assessment through program development in academic leadership with building-level administration and teacher leadership corps. Presently leading the school district in developing its own set of learning standards (preK – 12) using the Common Core State Standards as a framework of origin with subsequent leadership role in revising, rewriting and aligning curriculum and units of study. We have established a unified vision for curriculum development and promote an interdependency with other topics leading to improvement in student learning such as Focused Monitoring, program evaluation, assessment for instruction, data mining, analysis and action plans, professional development of instructional and leadership staff, and accountability.

- Develop positive relationships with Board of School Committee members to frame the academic, political, human resource, and structural policies and processes within the district while collaborating with the Board as a Whole to promote the growth and success of all Manchester students.
- Established and chair District Standards and Curriculum Committee, a team of educators collaborating around the improvement of curriculum, instruction and assessment.
- Framed recommendations from the 2013 school district curriculum audit performed by the International Curriculum Management Audit Center (PDK) and organized into a five-year timeline with coherence to the school district strategic plan.
- Established and lead Principals Leadership Academy, Assistant Principal Leadership Academy, and Aspiring Leaders Academy for the school district, with the latter in partnership with Southern New Hampshire University.
- Full supervision duties for curriculum, instruction and assessment for a twenty-two school urban school district, including eight Title I schools and four SIG schools, as well as direct operations supervision of all secondary and alternative education (4 middle schools, 4 high schools, regional CTE program, and development of NH Job Corps Academy partnership).
- Counsel to the Superintendent in all matters including Board of School Committee, budget, safety, security, communications, human resources, media relations.
- Supervise and collaborate with directors of Professional Development, Federal Projects, Grant Writer, Athletics, Data Analyst, EL Instruction, and Alternative Education.

NASHUA HIGH SCHOOL NORTH, Nashua, NH

2006 – 2013

Principal

Instructional leader and operations manager of all facets for improvement in this 1800-pupil comprehensive urban high school. Recruit, hire, train, lead and evaluate 135 professional educators, 7 administrators and 60 hourly support staff. Boast advancements in academics including SAT, PSAT and AP participation and increased achievement, decrease in annual student failure rate, significant decrease in annual dropout rate, and increase in graduation rate and enrollments in two and four year postsecondary institutions.

- Provide significant leadership in the redesign of curriculum, development of high level assessments, and implementation of effective instructional practice for all levels of learners.
- Teacher of students in extended learning opportunities, civic and leadership projects, and personal development.
- Lead district steering committee for three teacher working groups on grading, competency development and assessment, and establishment of an advisory and enrichment block at the high schools.
- Member of the district-wide Curriculum and Professional Development Committee as well as the Professional Development Master Plan Committee.
- Manage overall operations and budget for a 450,000 square foot state-of-the-art facility including instructional technology acquisition, 40% membership in National School Lunch Program, and 8 career and technology education programs.

- Named 2012 New Hampshire State Principal of the Year and one of three 2013 Finalists for NASSP/MetLife National Principal of the Year.

SOUTHERN NEW HAMPSHIRE UNIVERSITY, Manchester, NH 2013 – Present

Instructor, School of Education

Developed the innovative Leadership Academy for the Manchester School District in partnership with SNHU to train and develop aspiring school leaders as well as current school administration. The program is part of the Graduate School and leads to an M.Ed. in Curriculum and Instruction or School Leadership. Teach/have taught School Organizational Leadership, School Law and Ethics, and Community Relations within the program.

BOSTON COLLEGE, Chestnut Hill, MA 2008

Lynch Graduate School of Education

University Supervisor, Principal Field Interns

Supervised the graduate practicum of aspiring principals pursuing the master of education degree in education administration.

MANCHESTER HIGH SCHOOL CENTRAL, Manchester, NH 2000 – 2006

Assistant Principal and Curriculum Coordinator

Aside from leading a student management program caseload of almost 600 students I collaborated with guidance and building-level instructional leaders to develop a core curriculum aligned with the state curriculum frameworks and delivered it through a student-centered master schedule.

- Established curriculum summits with all sending schools including Hooksett, Candia and Auburn to vertically align curriculum and instructional practices, bridge gaps in materials and skills, and eliminate overlaps.
- Established and facilitated weekly curriculum and instruction meetings/work sessions with building-level instructional leaders leading to greater flexibility in building the master schedule with fewer conflicts.
- Fostered increased collaboration among teachers between grades 6-12 and improved communication between all grade levels.
- Embarked on a teacher recruiting tour by visiting area colleges and universities in search of a more culturally diversified teaching staff.

BISHOP GUERTIN HIGH SCHOOL, Nashua, NH 1998 – 2000

Director of Alumni and Development

Leader of all charitable gift solicitation efforts including Annual Fund, capital campaign, e-rate reimbursement, and grant applications. Successfully completed a capital campaign that enabled the school to build a new field house and redesign learning space in the adjoined residence. Wrote for and published a quarterly alumni magazine, monthly alumni newsletter and served as the public relations director for the school.

DANIEL WEBSTER COLLEGE, Nashua, NH

Instructor, Division of Sport Management

1997 – 1999

Taught undergraduate courses in *Sport and Media Relations* and *Communications in Athletics*.

Director of Public Relations

1997 – 1998

Working in the advancement office and directly for the president of the college, lead all print and electronic communications efforts in advancing the college's mission through relationships with members of the local, regional and national media. Supported the admissions office in marketing and advertising efforts to expand the reputation of the school and promotion of the academic opportunities to applicants.

ST. JOSEPH REGIONAL JUNIOR HIGH SCHOOL

1994 – 1995

Teacher of Reading, Drama and Religion

Developed the curriculum for and taught seventh and eighth grade students in the subjects of developmental reading, dramatic arts and religion. Served as an athletic coach for girl's soccer, co-ed cross country, ice hockey and baseball.

NATIONAL/REGIONAL ACTIVITIES/AFFILIATIONS

Member, Commission on Public Secondary Schools, NEASC

2015 - present

NH School Administrators Association

2013 - present

College Board, National Principal's Advisory Board

2012 - 2013

Southern New Hampshire University, School of Education Advisory Board

2010 – present

Plymouth State University, Pre-Service Teacher Seminar Facilitator

2008 – present

HONORS AND ACHIEVEMENTS

NASSP/MetLife National High School Principal of the Year, Finalist

2013

New Hampshire Charles A. Napoli Secondary School Principal of the Year

2012

Phi Delta Kappa Emerging Leader

2009

Outstanding Leadership for School Youth Development Award

2005

PUBLISHED WORK

Duty, L. and Kern, T. (2014). So You Think You Want to Innovate? *Emerging Lessons and a New Tool for State and District Leaders Working to Build a Culture of Innovation*. 2Rev and The Learning Accelerator. New York, NY. Acknowledged contributions.

Ryan, D. M. (2013). A Twist on School-Centered Student Communication. *Principal Leadership*, Vol. 14 (4), p. 64.

Ryan, D. M. (2016). Be Careful What You Wish For. *Educational Leadership in Action*. Sadeghi, L. and Callahan, K. (Ed.), Routledge/Taylor & Francis, New York, NY.

PRESENTATIONS AND WORKSHOPS

Summary of local, regional, and national presentations, workshops and keynote addresses can be furnished upon request.

Christine D. Martin, Ed. D.
195 McGregor Street, Suite 201
Manchester, NH 03102
603-624-6300
cmartin@mansd.org

EXPERIENCE

Assistant Superintendent of Elementary Education, Manchester, New Hampshire

2016 – present

- Support 14 elementary schools and their principals in PreK through grade 5 initiatives
- Support students with disabilities and their professional staff ages PreK through 21
- Coordinate transportation for PreK through high school age students

Principal, Webster Elementary School, Manchester, New Hampshire

2010-present

- Coordinate and supervise instructional activities for grades K-5
- Evaluate 65 professional staff
- Lead the implementation of the Manchester Academic Standards
- Lead the efficient implementation of Smarter Balanced Assessment testing
- Provide professional development to staff in order to convert to the Google platform
- Lead the district's only Bring Your Own Device program for elementary students grades 3, 4, and 5
- Provide professional development in Sheltered Instructional Strategies for all Webster teachers
- Lead the district's Emotional Behavioral Disorder magnet program for elementary schools
- Represent the district's legal interests as LEA for special education students
- Lead a magnet EL/English dominant learner classroom experiment in grade 5
- Train 100 district staff in Crisis Prevention Intervention

Director of Professional Development, Manchester School District, Manchester, New Hampshire

2009-2010

- Run all aspects of the Greater Manchester Professional Development Center
- Participate in the Local Educational Support Network
- Train educators in the development of SMART goals relative to their professional development
- Lead the development of competencies and performance assessments at the high school level
- Lead the development of a high school grading philosophy system geared towards standards-based grading
- Participate in the NH Department of Education competency validation process
- Screen educator recertification documents for acceptable practices
- Develop appropriate professional development activities to address instructional deficiencies through student assessment results

- Provide extensive training for teachers and administrators in Sheltered Instructional Strategies for English Learners
- Participate in NECAP data analysis as it relates to the professional development needs of district educators

Director of Fine Arts, Manchester School District, Manchester, New Hampshire
2003-2009

- Train to become a National Institute of School Leadership trainer
- Collaborate with district level colleagues on the Superintendent's Executive Team
- Coordinate the West High School Performing Arts Academy Plan
- Train music and art teachers in Tech Paths Curriculum Mapping
- Perform professional educator evaluations
- Schedule all elementary and art music classes, including beginning band and string classes
- Formulate and manage the 5.6 million dollar budget for district wide art and music programs
- Monitor art supply consumption and product usage
- Mentor and recruit new Fine Arts teachers
- Coordinate transportation for 3000 students in the music program
- Screen applicants and conduct interviews for all Fine Arts staff
- Coordinate enrichment opportunities for accelerated students
- Generate donations of supplies and equipment for Fine Arts students
- Facilitate curriculum revision in the area of Art and Music
- Oversee curriculum resource selection for Fine Arts teachers
- Present policy and procedural issues to the Board of School Committee for approval
- Maintain communication with parent groups and community arts organizations
- Produce Focus On The Arts, an MCTV television show highlighting student work

Music Teacher/Band Director, Southside Middle School, Manchester, New Hampshire
1997-2003

Music Teacher/Choral Director, Hillside Middle School, Manchester, New Hampshire
1994-1997

Music Teacher, Beech Street Elementary School, Manchester, New Hampshire
1992-1994

Music Teacher/Choral Director, Hood Junior High School, Derry, New Hampshire
1991-1992

Music Teacher/Choral Director, Pelham Middle School, Pelham, New Hampshire
1990-1991

Music Teacher/Choral Director, Hillside Junior High School, Manchester, New Hampshire
1988-1991

EDUCATION

Plymouth State University, Plymouth, New Hampshire – Ed. D. Education, Leadership, and Community, May 14, 2016. Dissertation title: “The Lived Experiences of Iraqi Refugee High School Students in Two New Hampshire Public Schools”.

University of New Hampshire, Durham, New Hampshire – C.A.G.S. Educational Administration and Supervision, December 2009

University of New Hampshire, Durham, New Hampshire – M. Ed. Educational Administration and Supervision, December 2004

University of New Hampshire, Durham, New Hampshire – B.M. Music Education, September 1988

CERTIFICATIONS

New Hampshire Superintendent Certificate

New Hampshire Principal Certificate

New Hampshire Experienced Educator Certificate, K-12 Music Education

New Hampshire Certificate of Eligibility, General Special Education

PROFESSIONAL ACTIVITIES

UNH English Language Learner Cooperative Grant Advisory Board

Guest lecturer, UNH, Topic: Sheltered Instruction Strategies for the Regular Education Teacher

National Association of Secondary School Principals

DINI Curriculum Team Chairperson

Palace Theater Advisory Board

New Hampshire Integrated Learning Project Design Team

New Hampshire Association for Supervision and Curriculum Development

Music Educators' National Conference

New Hampshire Band Directors' Association

New Hampshire Department of Education Teacher Certification Standards Committee

New Hampshire Music Educators' Association Middle School Festival Chairperson

NELMS Unified Arts Conference Presenter

Co-author “Teaching Guide to Betsy Byars” Cracker Jackson, a publication of the Manchester School District

Commitment Writing Curriculum Guide

Guest lecturer, Keene State College. Topics: “What They Didn’t Teach You in Music School” and “Women in Music”

Presenter, Christa McAuliffe Technology Conference

Presenter, Max Warburg 6th grade Courage Curriculum Workshop

AWARDS

MCTV Star 2009

Greater Manchester Chamber of Commerce “Excellence in Education” Award

New Hampshire Music Educators’ Distinguished Service Award

“For Manchester” School Volunteer Award

NH Principals’ Association Award for Outstanding Use of Technology in the Classroom

***KAREN DeFRANCIS
195 McGregor Street
Suite 201
Manchester, NH 03102
603-624-6300***

Summary of Qualifications

- 30+ years of progressive financial responsibilities, including 18 years of School District accounting and financial management experience.
- Ability to analyze and report complex financial data.
- Expertise in budget development and management for \$190 million organization.
- Capability to organize and manage special assignments in a timely and efficient manner.
- Effective communication skills with all levels of the organization as well as with vendors, consultants and the public.
- Supervisory experience in establishing and maintaining a cooperative office environment.
- Reporting Experience: NH DOE-25, NH MS-24, GASB and GAAP financial statements, State and Federal grant reports, NJ Department of Transportation reports, Insurance Industry annual statement "Yellow Book", Federal & State Quarterly Payroll Forms, W-2's, 1099's, 1095 ACA reports, Corporate, Partnership, Individual tax returns.

Professional Experience

Manchester School District, NH-Business Administrator 2006-current
Manchester School District, NH-Assistant Business Administrator 2001-2006
Manchester School District, NH-Accounting Manager 1998-2001
Home Health Corporation of America, NH-Sr. Accountant 1996-1998
Academy Bus Tours, NJ-Senior Accountant 1993-1995
Midrox Insurance Company, NY-Accountant 1990-1993
Sperry, Cuono, Holgate & Churchill, CPA's, NY-Senior Accountant 1988-1990
Troy Chemical Corporation, NJ-Accounts Receivable/Collections Clerk 1982-1988

Education & Certifications

Business Administrator, New Hampshire
Certified Public Accountant, New York
Bachelors of Science Degree-Rutgers University, New Jersey
Associate of Science Degree-Essex County College, New Jersey

Computer Experience

Accounting software: Munis, Amase, H.T.E., Hyperion, Platinum, SBT, MAS90, MBA, Quicken, One-Write Plus.
Conversions: Project Manager for Amase to Munis conversion & H.T.E to Amase conversion, assisted in conversion of MAS90 to Hyperion.
Extensive experience with Microsoft Excel and proficient in other Microsoft Office programs as well as Google.docs

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Manchester School District

Name of Contract: Student Assistance Program

BUDGET PERIOD: SFY 17			PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
NAME	JOB	SALARY		
Dr. Debra Livingston	Superintendent	\$163,749.28	0.00%	\$0.00
David Ryan	Assistant Superintendent Curriculum & Instruction	\$111,000.00	0.00%	\$0.00
Dr. Christine Martin	Assistant Superintendent Curriculum & Instruction	\$104,163.00	0.00%	\$0.00
Karen DeFrancis	Business Administrator	\$109,235.30	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)				\$0.00

BUDGET PERIOD: SFY 18			PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
NAME	JOB	SALARY		
Dr. Debra Livingston	Superintendent	\$163,749.28	0.00%	\$0.00
David Ryan	Assistant Superintendent Curriculum & Instruction	\$111,000.00	0.00%	\$0.00
Dr. Christine Martin	Assistant Superintendent Curriculum & Instruction	\$104,163.00	0.00%	\$0.00
Karen DeFrancis	Business Administrator	\$109,235.30	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)				\$0.00

Subject: Student Assistance Program rfa-2017-bdas-02-stude-02

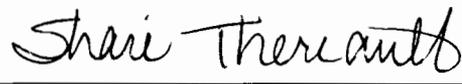
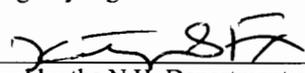
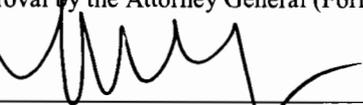
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Division of Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name School Administrative Unit #6 - Claremont School District		1.4 Contractor Address 165 Broad Street Claremont, NH 03743	
1.5 Contractor Phone Number 603-543-4200	1.6 Account Number 05-95-49-491510-2407-102-500731	1.7 Completion Date 6/30/2018	1.8 Price Limitation \$62,940
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Cory LeClair Assistant Superintendent SAU#6	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Sullivan</u> On <u>Aug. 26, 2016</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] 		SHARI THERIAULT NOTARY PUBLIC State of New Hampshire My Commission Expires December 14, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace Shari Theriault			
1.14 State Agency Signature  Date: <u>9/16/16</u>		1.15 Name and Title of State Agency Signatory Katja S. Fox Director	
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) (if applicable) By:  On: <u>Megan Yule - Attorney</u> <u>10/10/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials

Date 8/26/16

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. 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 within ten (10) days of the contract effective date.
- 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 will address underage drinking among persons aged 12 to 20, and prescription drug misuse and abuse and illicit opioid misuse and abuse among persons aged 12 to 25, and for 'high need, high risk' populations in the Claremont Middle School and Stevens High School, and towns within the school district.

2. Definitions

- 2.1. AlcoholEdu for College - AlcoholEdu for College is an interactive online program designed to reduce the negative consequences of alcohol amongst students. More information can be found at the following link: <https://everfi.com/higher-education/alcoholedu/>
- 2.2. Environmental Strategies – Environmental Strategies work is done at the community (school, town, state etc.) level that creates shifts in attitudes, perceptions, policies and culture toward healthier lifestyles. This broad work is effective at creating population level changes. This kind of work supports the ideas that help people live in healthy communities and that healthy communities support the health and wellbeing of their citizens.
- 2.3. Evidence-Based Prevention Services –According to the Substance Abuse and Mental Health Services Administration Evidence-based prevention refers to a set of prevention activities that evaluation research has shown to be effective in producing positive outcomes. <http://captus.samhsa.gov/prevention-practice/defining-evidence-based>.
- 2.4. 'High need, high risk' populations are local communities (cities/towns/schools/college campuses) that show that their population's prevalence rates for alcohol and/or other drugs misuse are higher than the New Hampshire's state average prevalence rates. Vendors shall demonstrate 'high need, high risk' populations by using the prevalence rate data from the 2013 or 2015 Youth Risk Behavior Survey (YRBS) or the 2014 National Survey on Drug Use and Health (NSDUH) reports or similar data.
- 2.5. Learning Collaborative - A Learning Collaborative is a teaching model that focuses on adoption of best practices in diverse service settings and emphasizes adult learning principles, interactive training methods, and skill-focused learning in the transfer of knowledge and skills among participants.
- 2.6. National Survey on Drug Use and Health (NSDUH) - NSDUH reports high risk behavior for individuals 12 and over. More information can be found at the following link: <https://nsduhweb.rti.org/respweb/homepage.cfm>



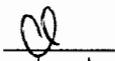
Exhibit A

- 2.7. Partnership for Success- Partnership for Success is a federal grant that provides funding for services to communities that have the highest risk and prevalence of substance use among individuals 12 to 25.
- 2.8. Project Alert – Project alert is an evidenced based curriculum that addresses the pro-drug mindset of today’s teens and effectively increases their likelihood to remain drug-free. More information can be found at the following link: <http://www.projectalert.com/>
- 2.9. Project Success - Project Success is a student assistance program which is endorsed by the Substance Abuse and Mental Health Services Administration as an Evidenced-Based prevention program. Project Success is implemented by specially trained student assistance counselors who are imbedded in schools 2-5 days/week. It is a research-based program that uses interventions that are effective in reducing risk factors and enhancing protective factors. More information can be found at the following link: <http://www.sascorp.org/success.html>
- 2.10. Youth Risk Behavior Survey (YRBS) - YRBS reports high-risk behaviors for students in middle and high schools for grades 6 to 12. The YRBS survey is the a collaboration between the Centers for Disease Control and Prevention (CDC), the New Hampshire Department of Education, and the New Hampshire Department of Public Health. More information can be found at the following link: <https://wisdom.dhhs.nh.gov/wisdom/>

3. Scope of Services

3.1. The Contractor will be responsible for the Student Assistant Program activities as follows:

- 3.1.1. Screen individuals who are referred to the program, using the guidance provided by the Department, and using an evidenced based screening tool that must include an assessment of the individual, family, substance use issues, and if a referral to treatment is appropriate. For a list of potential tools, go to NAMI-NH's recommendations at: www.naminh.org/uploads/NAMIR reclaimingOurFuture.pdf.
- 3.1.2. Submit for Department approval within thirty (30) days of the contract effective date, the evidenced based screening tool to be used.
- 3.1.3. Refer individuals to community treatment providers, as appropriate.
- 3.1.4. Conduct individual support sessions as needed with the purpose of crisis intervention or to motivate students in participating in groups modeled after Project Success.
- 3.1.5. Conduct individual sessions as needed to assist students in:
 - 3.1.5.1. Identifying and resisting social and situational pressures to use substances.
 - 3.1.5.2. Correcting misperceptions about the prevalence and acceptability of substance use.
 - 3.1.5.3. Focusing on the personal consequences of substance use.
 - 3.1.5.4. Teaching and providing opportunities to practice resistance and coping skills.
 - 3.1.5.5. Identifying barriers to using the newly developed skills or adopting healthy


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attitudes.

- 3.1.6. Conduct the Newcomers Group, the Children of Substance Abusing Parents Group and a Seniors Group beginning in year one and expanding new groups in additional years as funding will allow that are modeled after Project Success including but not limited to:
 - 3.1.6.1. Alcohol and other Drug Assessment Education Group
 - 3.1.6.2. Sibling Group
 - 3.1.6.3. Non-Users Group
 - 3.1.6.4. Parents, Peers, and Partying Group
 - 3.1.6.5. Users Group
 - 3.1.6.6. Users/Children of Substance Abusing Parents Group
 - 3.1.6.7. Recovery Group.
- 3.1.7. Provide Parent Education regarding prescription drug misuse, underage drinking and binge drinking, within the school and community.
- 3.1.8. Provide alcohol and other drug prevention education, when an applicant is a middle school or high school, using an evidence based curriculum such as Project Alert, during seventh and ninth grade transitional years that includes, but is not limited to:
 - 3.1.8.1. Adolescent alcohol, tobacco and other drug information.
 - 3.1.8.2. Family Dynamics and pressures.
 - 3.1.8.3. Skills for coping with stress and life pressure.
- 3.1.9. Submit to the Department for approval within thirty (30) days of the contract effective date, the evidence-based curriculum that will be used to meet the requirements in Section .3.1.8.
- 3.1.10. Conducting a minimum of three (3) school/community centered environmental strategies (See Section 2, Request for Application Terminology) that broadly reach populations within the school and community and focus on alcohol and other drug prevention messaging which can include utilizing existing groups and programs, as appropriate, to meet this requirement.
- 3.1.11. Increase school and community awareness of the Student Assistance Program services through media and marketing including but not limited to print media and social media such as Facebook, Instagram etc. with Department identified organizations such as the Partnership for a Drug Free NH.
- 3.1.12. Use a survey provided by the Department to conduct pre- and post-surveys of students in grades 7 through 12, who receive student assistance program services through group education such as those listed in Section 3.1.6. The Applicant will conduct pre survey of students at the start of the group education program and post survey of the same students who completed the group education program.



Exhibit A

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- 3.1.13. Use the Youth Risk Behavior Survey, as provided by the Department, to conduct a survey of all students in grades 7 through 12 during the period of March through May of 2017.
- 3.1.14. Use a survey provided by the Department to conduct a survey of all students in grades 7 through 12, during the period of March through May of 2018.
- 3.1.15. Return the completed surveys in Sections 3.1.14 through 3.1.15 as instructed by the Department.
- 3.1.16. Evaluate the existing school policies on alcohol and other drugs in the first year of the contract and make improvements to the existing policies to those based on best practice and according to the recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment that can be found at the following link:
<http://www.dhhs.nh.gov/dcbcs/bdas/documents/modelschoolpolicy.pdf>.
- 3.1.17. Implement the improvements to the alcohol and other drug school policies in Section 3.1.18 in year two of the Contract.
- 3.1.18. Participate in the Student Assistance Learning Collaborative and other mandatory trainings as identified by the Department.
- 3.1.19. Input data on a monthly or quarterly basis to an online database, as required by the Department, such as but not limited to:
- 3.1.19.1. Number of students
 - 3.1.19.2. Demographic of students
 - 3.1.19.3. Number of environmental strategies
 - 3.1.19.4. Amount of funds received from other sources
- 3.1.20. Provide additional reports or data as required by the Department.
- 3.1.21. Allow a team authorized by the Department to meet with the applicant and staff on a quarterly basis or as needed to conduct a site visit. The Contractor shall:
- 3.1.21.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
 - 3.1.21.2. Ensure the Department is provided with access that includes but is not limited to:
 - 3.1.21.3. Data
 - 3.1.21.4. Financial records
 - 3.1.21.5. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 3.1.21.6. Scheduled phone access to Contractor staff
 - 3.1.21.7. Timely unscheduled phone response by Contractor principals and staff.



Exhibit A

- 3.1.22. Provide a sustainability plan for continuation of the Student Assistance Program to the Department for review and approval 90 days before the contract end date. The sustainability plan must be made in collaboration with the region's Regional Public Health Network. For a list of Regional Public Health Network please refer to <http://www.dhhs.nh.gov/dcbcs/bdas/index.htm>.
- 3.1.23. 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.
- 3.1.24. Maintain dedicated staff to provide the student assistance program that meets the following standards:
- 3.1.24.1. One fulltime equivalent (over 37.5 hours per week) staff person to every one thousand (1,000) students.
 - 3.1.24.2. For schools serving less than one thousand (1,000) students, the staff person must be available for a minimum of two days (at 7.5 hours per day) per week and cannot serve more than two (2) buildings or campuses.
 - 3.1.24.3. Staff shall obtain Certified Prevention Specialist status within one (1) year.
 - 3.1.24.4. Provide a non-federal 25% match, which is a non-federal share of costs that the applicant is required to contribute to accomplish the activities in this Request for Application. The match shall be non-federal cash and/or a non-monetary In-kind contribution of 25% of the total dollar amount awarded by the Department in the resulting contract. The purpose of the match is to ensure sustainability of the student assistant program beyond the life of the contract.
 - a. A cash match is defined as non-federal cash from the applicant's own funds or cash donations from non-federal third parties.
 - b. An In-kind non-federal match is defined as a non-monetary contribution of personnel, goods, or services purchased or received from non-federal sources:
 - c. Schools above the state average of students receiving free or reduced lunch may include up to 10% of the total 25% cash match as in-kind contributions. More information may be found at: <http://education.nh.gov/data/attendance.htm>
 - d. The Applicant shall report monthly the amount, type of match being provided, and the source of the match with invoicing.
 - e. The applicant cannot use other federal funds as a match.



Method and Conditions Precedent to Payment

1. 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.
2. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.243, United States 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.
3. Payment for services shall be on a cost reimbursement basis, all-inclusive rate 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 invoice shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services. 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 5.1 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.
9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
10. The Contractor agrees to keep records of their activities related to Department programs and services.
11. The Contractor agrees not to use the funding in this Agreement to replace funding for a program already funded from another source.

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8/26/16



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

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- 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.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:
This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: School Administrative Unit #6
Claremont School District

8/26/16
Date

Cory LeClair
Name: Cory LeClair
Title: Assistant Supt. SAU 6



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: School Administrative Unit #6
Claremont School District

8/26/16
Date

Cory LeClair
Name: Cory LeClair
Title: Assistant Supt. SAU #6



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

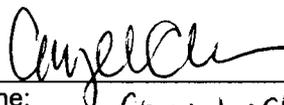
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

LOWER TIER COVERED TRANSACTIONS

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

School Administrative Unit #6
Contractor Name: Claremont School District

8/26/16
Date


Name: Cory LeClair
Title: SAU #6 Assistant Supt.



**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

Handwritten initials, possibly 'Q' or 'C', written in black ink.

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

8/26/14

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: School Administrative Unit #6
Claremont School District

8/26/16
Date

[Signature]
Name: Cory LeClair
Title: Assistant Supt. SAU #6

Exhibit G

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

Contractor Initials CL

Date 8/26/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: School Administrative Unit #6
Claremont School District

8/26/16
Date

Cory Leclair
Name: Cory Leclair
Title: Assistant Supt. SAU #6



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

9/16/16
Date

School Administrative Unit #6
Claremont School District
Name of the Contractor

Cory LeClair
Signature of Authorized Representative

Cory LeClair
Name of Authorized Representative

Assistant Supt. SAU #6
Title of Authorized Representative

8/26/16
Date



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

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

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

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

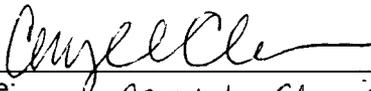
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name: School Administrative Unit #6
Claremont School District

Date 8/26/16


Name: Cory LeClair
Title: Assistant Supt. SAU #6



FORM A

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

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

_____ NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____	Amount: _____

CERTIFICATE OF VOTE

Claremont School District

I, Middleton K. McGoodwin, do hereby certify that:

- 1. I am the duly elected Superintendent of Schools of School Administrative Unit #6
- 2. The following are true copies of two resolutions duly adopted at a meeting of the School Board held on August 17, 2016 and July 6, 2016 .

RESOLVED: That this Municipality enter into contracts with the State of New Hampshire, acting through its Department of Health and Human Services. 8/17/16

RESOLVED: That the Assistant Superintendent is hereby authorized on behalf of this District to enter into the 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. 7/6/16

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 31st day of August, 2016.

4. Cory LeClair is the duly elected Assistant Superintendent of School Administrative Unit #6 -- Claremont School District.



Middleton K. McGoodwin Ed.D
Superintendent of Schools, SAU 6

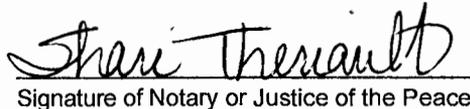
STATE OF NEW HAMPSHIRE

COUNTY OF Sullivan

On August 31, 2016, before the undersigned officer, personally appeared the person identified directly 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.

Notary Seal

SHARI THERIAULT
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
December 14, 2016


Signature of Notary or Justice of the Peace

Notary
Name/Title of Notary or Justice of Peace

My Commission Expires: 12/14/16



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: Claremont School District SAU #6 165 Broad Street Claremont, NH 03743		Member Number: 909		Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
X	General Liability (Occurrence Form)	7/1/2016	7/1/2017	Each Occurrence	\$ 5,000,000
	Professional Liability (describe)			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				
X	Workers' Compensation & Employers' Liability	7/1/2016	7/1/2017	X Statutory	\$2,000,000
				Each Accident	\$2,000,000
				Disease – Each Employee	
				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
			By: <i>Tammy Denver</i>
			Date: 8/23/2016 tdenver@nhprimex.org
State of NH DHHS 129 Pleasant St Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



SAU #6

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Claremont School Board

Claremont School Board Members

[Patrick Adrian](#)
[Becky Ferland](#)
[Brent Ferland](#)
[Chris Irish](#), Vice Chair
[Michelle Pierce](#)
[Brian Rapp](#), Chair
[Frank Sprague](#)

School Board Agendas

[2016-17 Agendas and Packets](#)
[2015-16 Archived Agendas](#)
[2014-15 Archived Agendas](#)

School Board Minutes

[2016-17 Meeting Minutes](#)
[2015-16 Archived Minutes](#)
[2014-15 Archived Minutes](#)

March 2016 Budget Prep. Information

[16-17 Budget Prep.
Documents](#)

[March 2016 Claremont Annual
Report](#)

[3-8-2016 Claremont Sample
Ballot](#)

Board Claremont School Meetings

Today

Friday, August

8/26.

[Look for earlier events](#)

**Wednesday,
September 21**

6:30pm Claremont S

**Wednesday, October
19**

6:30pm Claremont S

Showing events until
10/31. [Look for more](#)

Events shown
in time zone:

Calendar

School Board Meeting Information Packets

[2015-16 Meeting Packets](#)

Documents & Resources

Please [click here](#) to find
Claremont School Board
documents and resources.

Claremont School Board

[Early Childhood Education
Feasibility Study Information](#)

The Claremont School Board
holds regular meetings on
the first and third Wednesday of
each month.

[Sugar River Valley Regional
Technical Center](#)

John Goodrich Business &
Community Room

111 South St.

Claremont, NH 03743

Cornish School District, SAU
Planning Committee:

KARA R. TOMS

EDUCATION & CERTICATIONS

Colby College, Waterville, ME B.A. 1995
Major: Anthropology
Minor: Environmental Studies
Honors: Magna Cum Laude
Phi Beta Kappa 1995
Most Outstanding Anthropology Student 1995
Received grant from Clare Booth Luce Fund for Biology research 1991-1994

Saint Michael's College M.Ed. 2005
Master of Education

Apprentice Addiction Professional (Vermont Alcohol and Drug Addiction Certification Board) 2015

PROFESSIONAL EXPERIENCE

Second Growth, Wilder, VT
Student Assistance Provider – Thetford Academy 2015-present
Student Assistance Provider – Claremont School District Aug. 2016-present
Teach prevention and intervention curriculums such as Project Alert and Project SUCCESS. Help students overcome barriers such as substance use disorders and mental health issues. Collaborate with school personnel to assist students in reaching their goals.

Coaching for Captains Program Director 2012-present
Run a leadership program for high school athletes that uses experiential learning to educate, support, and develop leadership skills and healthy behaviors. Responsibilities include curriculum creation, facilitation of trainings, supporting individual participants both in crisis and preparation for their future, developing marketing materials, seeking funding opportunities, managing a budget, supervising and training staff, communicating with coaches, school personnel, and parents, creating an evidenced-based program and program evaluation.

NAMI NH Connect Trainer 2014-present
Facilitate trainings for bullying and violence prevention around NH and VT. Deliver NAMI Connect suicide prevention and postvention trainings to organizations, schools, and community members.

Successful School Change Consulting, Plainfield, NH
Experiential Education Consultant 2010-2012
Created and facilitated training sessions for teachers, parents, and teens on various topics including school climate, parenting, internet safety, homework, intuition, teambuilding, and adolescent development.

Green Mountain Prevention Projects, Burlington, VT
Peer Leadership Program Director 1999-2000
Directed substance abuse prevention and leadership training program based in experiential education. Trained staff, marketed, budgeted, and executed programs for communities throughout the state of Vermont for middle and high school students. Developed two new programs, an advanced leadership training for high school students with leadership experience and the other, Leaders in Action, a summer substance abuse prevention and leadership training program for high school students from Vermont.

Pine Ridge Adventure Center, Williston, VT
Ropes Course Facilitator 2000
Facilitated both youth and adult ropes course programs. Responsibilities included running both high and low elements with specific and meaningful processing, knowledge of climbing hardware and procedures, and maintaining physical and emotional safety for all participants.

Dynamy's John S. Laws Institute, Worcester, MA
Program Advisor 1996-1999
Advised and mentored low income, talented high school youth in every phase of a leadership, college preparation program. Organized and led week long canoeing and hiking wilderness challenge trips, wrote grants, worked cooperatively with school personnel, oversaw and monitored internships, met with families, while supporting and guiding students as they made personal, academic, and other life choices.

Center for Ventures in Girls Education, Wellesley, MA
Wilderness Instructor Summer 1998
Led wilderness "Circles of Courage" trips based on cutting edge research in girls development. Issues such as authentic relationships, the "perfect girl," courage, and self-esteem were the focus during trips with teenage girls.

- Aspen Achievement Academy, Loa, Utah**
Wilderness Instructor 1996
 Led 13-17 year old "youth at risk" in a wilderness therapy program. Responsibilities included helping students improve self-esteem, increase interpersonal skills, resolve harmful emotional behavior, develop problem-solving skills, improve family relationships, and develop the hard skills essential to wilderness survival.
- Kieve Leadership Decisions Institute, Nobleboro, ME**
Sexuality/Skills Teacher 1995
 Taught middle schoolers through experiential education about life's risks and prevention of them. Topics included communication, decision making, human sexuality, alcohol, tobacco and other drugs, and self-esteem.
- Maine Conservation Corps, Augusta, ME**
Team Leader Summer 1995
 Led a team of "youth at risk" corps members in trail work. Supervised the corps members, performed physical labor alongside the corps members, coordinated team efforts with several agencies, organized supplies, equipment and tools, evaluated corps members' performance, and coordinated educational, training and counseling activities.
- Waterville Junior High and High School, Waterville, ME**
Substitute Teacher 1995
 Supervised and taught students in the classroom when their regular teachers were absent.
Student Teacher Fall 1994
 Served as an assistant teacher in the seventh and eighth grade Alternative Education Program. Assumed responsibility for developing and instructing lesson plans, discipline, and fostering human development.
- Adult Basic Education, Waterville, ME**
Tutor/Teacher 1991 - 1995
 Taught adults basic reading, writing, and math skills. Assisted students working towards their GED.
- Big Brothers/Big Sisters, Keene, NH**
Paid Intern 1994
 Piloted the program Life Choices. Developed a curriculum that covered topics such as decision making, sexuality, communication, body image, career awareness, and self-esteem. Subsequently taught these topics to girls.
Big Sister Volunteer 1989-1991
 Established a mentoring relationship with a motherless seven-year-old girl as a Big Sister.
- Family Planning, Waterville, ME**
Intern 1994
 Counseled women on birth control options, sexuality, and health awareness. Taught seventh graders issues pertaining to sexuality. Gained experience in administration and management.
- Colby College, Waterville, ME**
Biology and Anthropology Research Assistant 1994-1995
 Researched molecular plant biology. Gained expertise in the isolating, cloning, and sequencing of genes.
Rugby Captain Spring 1995
 Organized and led the Colby Rugby Club.
Colby Outing Club Trip Leader 1993-1996
 Designed, coordinated, and led several outdoor excursions for Colby students.

OTHER ACTIVITIES

- Plainfield Libraries Board, Plainfield, NH**
Library Trustee 2010-2013
 Participated as a member of the board to oversee the operations and development of the Plainfield Libraries.
- Twin Valley Youth Hockey, Meriden, NH**
Youth Hockey Coach 2009-present
 Coach Learn-to-Play, Learn-to-Skate, Mite, U10 and U12 players the skills and joys of the game of hockey.
- The Growlers Women's Hockey Team**
Captain 2009-present
 Created, play in, organize and gained sponsorship for a traveling women's hockey team from the Upper Valley.
- Four Winds Nature Institute**
Parent Volunteer 2009-2014
 Attend trainings and teach programs about nature to students at Plainfield Elementary School.

FAMILY ▪ SPECIAL INTERESTS ▪ SKILLS

Language: Proficient in Spanish and French
 Activities: Skiing (telemark, classic, skate, skijor), hockey, mountain biking, hiking, canoeing, travel, gardening
 Computers: Proficient in Microsoft Word, Publisher, PowerPoint and Excel.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: SAU # 6 Claremont School District

Name of Contract: Student Assistance Program

BUDGET PERIOD		SFY 17		PERCENT PAID	AMOUNT PAID
NAME	JOB	SALARY	PERCENT PAID	FROM THIS CONTRACT	AMOUNT PAID
Kara Toms	Student Assistance Program	\$30,000	100.00%		\$30,000.00
	Advisor	\$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)					\$30,000.00

BUDGET PERIOD		SFY 18		PERCENT PAID	AMOUNT PAID
NAME	JOB	SALARY	PERCENT PAID	FROM THIS CONTRACT	AMOUNT PAID
Kara Toms	Student Assistance Program	\$30,000	100.00%		\$30,000.00
	Advisor	\$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)					\$30,000.00