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

Bureau of Drug and Alcohol Services

Nicholas A. Toumpas
Commissioner

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

Diane Langley, Director
Sheri Rockburn, Director

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

May 29, 2014

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

100 % Federal

REQUESTED ACTION

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

Summary of SFY 14 contracted amounts by vendor:

Vendor	SFY 14 Current Budget	Increase/Decrease Amount	SFY 14 Revised Modified Budget
Cheshire County	\$301,091.00	(\$110,600.60)	\$190,490.40
Seacoast Youth Services	\$ 96,634.77	(\$ 13,607.50)	\$ 83,027.27
Milton School District	\$ 98,861.20	(\$ 34,606.96)	\$ 64,254.24
TOTAL SFY 14	\$496,586.97	(\$158,815.06)	\$337,771.91

Summary of SFY 15 contracted amounts by vendor

Vendor	SFY 15 Current Budget	Increase/Decrease Amount	SFY 15 Revised Modified Budget
Cheshire County	\$270,526.00	\$110,600.60	\$381,126.60
Seacoast Youth Services	\$103,992.64	\$ 13,607.50	\$117,600.14
Milton School District	\$ 98,861.20	\$ 34,606.96	\$133,468.16
TOTAL SFY 15	\$473,379.84	\$158,815.06	\$632,194.90

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

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

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

EXPLANATION

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

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

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

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

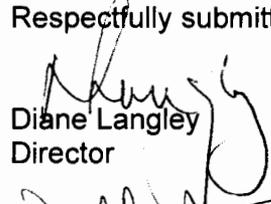
Areas served: Keene State and Franklin Pierce College and surrounding communities;
 Seabrook Middle School, Hampton Academy; and
 Milton School District.

Her Excellency, Governor Margaret Wood Hassan
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May 29, 2014
Page 3 of 3

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

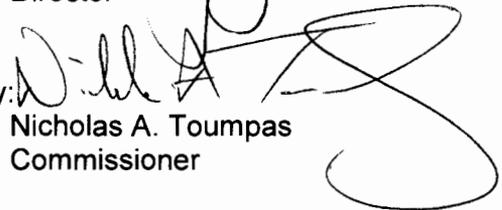
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Diane Langley
Director

Approved by:



Nicholas A. Toumpas
Commissioner



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

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

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

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

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

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

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

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

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

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

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



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

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

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

State of New Hampshire
Department of Health and Human Services

Date

NAME
TITLE

[Handwritten signature]

County of Cheshire

5/28/14

NAME John M. Pratt
TITLE Chairman

Acknowledgement:

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

Signature of Notary Public or Justice of the Peace

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

Contractor Initials: *[Handwritten initials]*
Date: 5/28/14

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



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

OFFICE OF THE ATTORNEY GENERAL

6-3-14
Date

Rosemary Wiaub
Name: Rosemary Wiaub
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: MF
Date: 5/28/14

Exhibit B-1 Amendment #1

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

AMENDMENT/RENEWAL BUDGET FORM

Bidder/Program Name: County of Cheshire

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

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

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

Exhibit B-2 Amendment #1

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

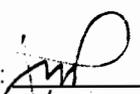
AMENDMENT/RENEWAL BUDGET FORM

Bidder/Program Name: County of Cheshire

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

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

Line Item	SFY 15 Current Modified Budget	SFY 15 Increase / (Decrease) Budget	SFY 15 Revised Modified Budget	Match funding
1. Total Salary/Wages	\$ 43,000.00	\$ -	\$ 43,000.00	\$ 79,481
2. Employee Benefits	\$ 20,500.00	\$ -	\$ 20,500.00	\$ 17,460
3. Consultants			\$ -	\$ -
4. Equipment:	\$ -		\$ -	\$ -
Rental	\$ -		\$ -	\$ -
Repair and Maintenance	\$ -		\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -		\$ -	\$ -
Educational	\$ 31,250.00	\$ -	\$ 31,250.00	\$ -
Lab	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -		\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -
Office	\$ -		\$ -	\$ -
6. Travel	\$ 8,166.00	\$ 2,450.00	\$ 10,616.00	\$ -
7. Occupancy	\$ -		\$ -	\$ -
8. Current Expenses	\$ -		\$ -	\$ -
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -
Postage	\$ 5,070.00	\$ (1,060.00)	\$ 4,010.00	\$ -
Subscriptions	\$ -		\$ -	\$ -
Audit and Legal	\$ -		\$ -	\$ -
Insurance	\$ -		\$ -	\$ -
Board Expenses	\$ -		\$ -	\$ -
9. Software	\$ -	\$ 4,995.00	\$ 4,995.00	\$ -
10. Marketing/Communications	\$ 30,800.00	\$ 9,250.00	\$ 40,050.00	\$ 7,050
11. Staff Education and Training	\$ 2,500.00	\$ 4,047.84	\$ 6,547.84	\$ -
12. Subcontracts/Agreements	\$ 68,717.00	\$ 19,508.00	\$ 88,225.00	\$ -
13. Other (specific details mandatory)	\$ -		\$ -	\$ -
Implementation	\$ 26,250.00	\$ 60,135.50	\$ 86,385.50	\$ -
Student Stipends	\$ 3,680.00	\$ 3,000.00	\$ 6,680.00	
Meeting Expenses	\$ 4,800.00	\$ 400.00	\$ 5,200.00	\$ -
	\$ -	\$ -	\$ -	
Sub-Total Direct Costs	\$ 245,933.00	\$ 102,726.34	\$ 348,659.34	\$ 103,991
14. Indirect Costs (not to exceed 10%)	\$ 24,593.00	\$ 7,874.26	\$ 32,467.26	\$ -
TOTAL	\$ 270,526.00	\$ 110,600.60	\$ 381,126.60	\$ 103,991

Contractors Initials: 
Date: 3/28/14

CERTIFICATE OF VOTE

I, Roger Zerba, do hereby certify that:

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



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 28th day of May, 2014,

By John M. Pratt.



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

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.

<i>Participating Member:</i> Cheshire County 33 West Street Keene, NH 03431		<i>Member Number:</i> 601	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	1/1/2014	1/1/2015	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: \$1,000			Aggregate	
	<input type="checkbox"/> Any auto				
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	\$
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
			Date: 5/8/2014 tdenver@nhprimex.org
State of NH Department of Health & Human Services 129 Pleasant St Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



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

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
 Commissioner

Nancy L. Rollins
 Associate Commissioner

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

October 31, 2013

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

REQUESTED ACTION

100% Federal funds

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

Performance measures for this agreement include the following:

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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
October 31, 2013
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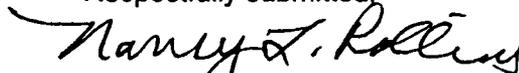
- A 2006 study shows that 30% of college attrition is related to "alcohol-related problems", factoring in the rate of Non-medical Prescription Drug "related problems" it can be assumed that this rate is higher. Both campuses anticipate a reduction in attrition and improved health and wellness of students on campus.

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

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

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

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

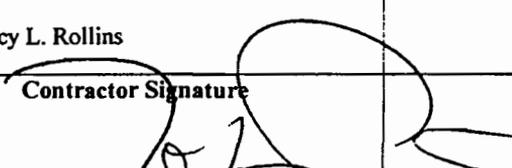
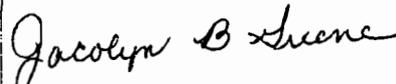
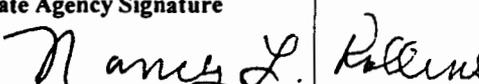
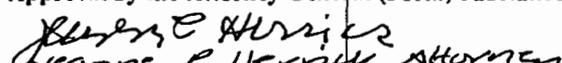
Subject: NH Strategic Prevention Framework Partnership for Success II Cohort II

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name County of Cheshire		1.4 Contractor Address 33 West Street Keene, New Hampshire 03431	
1.5 Contractor Phone Number 603-352-8215	1.6 Account Number 05-95-49-491510-29880000-102-500734	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$571,617.00
1.9 Contracting Officer for State Agency Nancy L. Rollins		1.10 State Agency Telephone Number 603-271-9470	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John M. Pratt, Chairman	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>10/30/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]		 <i>Commission Expires 12-14-16</i>	
1.13.2 Name and Title of Notary or Justice of the Peace Jacolyn B. Greene, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Keanne P. Herrick, Attorney On: <u>31 Oct. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

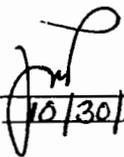
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event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

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

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

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

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

Contractor Initials: 
Date: 10/30/13

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

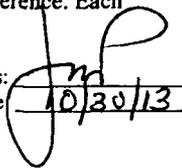
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

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

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

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

Contractor Initials: 
Date: 10/30/13

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

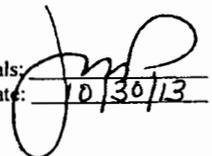
20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

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

Handwritten signature and date: 10/30/13



Scope of Services

1. General Provisions

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



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

2. Covered Populations and Services

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

3. Minimum Standards of Core Services

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

Performance Measures:

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



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

Outcome Measures associated with the community assessment:

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

Performance Measures:

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

Outcome Measures associated with community capacity building:

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

4) Planning

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

Performance Measures:

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

Outcome Measures associated with community level strategic planning:

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

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



5) Implementation

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

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

Performance Measures:

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

Outcome Measures associated with implementation:

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

6) Evaluation

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

Performance Measures:

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

B) Data Reporting Requirements

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

Contractors Initials:

Date: 10/30/13

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



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



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8 of the General Provisions of this Agreement, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibits B-1 and B-2.
2. Payment for said services shall be made as follows:
The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The final invoice shall be due to the State no later than sixty days after the contract Completion Date, block 1.7. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Bureau of Drug and Alcohol Services
105 Pleasant Street,
Main Bldg., 3rd Floor North
Concord, NH 03301
3. Funding under this Agreement is 100% federal funds as follows:

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

Exhibit B-1 Budget

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

Indirect As A Percent of Direct

10.0%

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

Exhibit B-2 Budget

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

Bidder/Program Name: County of Cheshire

Budget Request for: 14-DHHS-DCBCS-BDAS-01
(Name of RFP)

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

	\$	\$	\$	
1. Total Salary/Wages	43,000.00	-	43,000.00	
2. Employee Benefits	20,500.00	-	20,500.00	
3. Consultants	-	-	-	
4. Equipment:				
Rental	-	-	-	
Repair and Maintenance	-	-	-	
Purchase/Depreciation	-	-	-	
5. Supplies:				
Educational	31,250.00	-	31,250.00	
Lab	-	-	-	
Pharmacy	-	-	-	
Medical	-	-	-	
Office	-	-	-	
6. Travel	8,166.00	-	8,166.00	
7. Occupancy	-	-	-	
8. Current Expenses				
Telephone	1,200.00	-	1,200.00	
Postage	5,070.00	-	5,070.00	
Subscriptions	-	-	-	
Audit and Legal	-	-	-	
Insurance	-	-	-	
Board Expenses	-	-	-	
9. Software	-	-	-	
10. Marketing/Communications	30,800.00	-	30,800.00	
11. Staff Education and Training	2,500.00	-	2,500.00	
12. Subcontracts/Agreements	68,717.00	-	68,717.00	
13. Other: Implementation	26,250.00	-	26,250.00	
Student Stipends for AI's	3,680.00	-	3,680.00	
Meeting Expenses for project	4,800.00	-	4,800.00	
Indirect for administrative costs	-	24,593.00	24,593.00	
TOTAL	245,933.00	24,593.00	270,526.00	

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

Indirect As A Percent of Direct

10.0%

Contractors Initials: 
Date: 10/30/13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

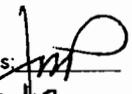
6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

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

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

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

Contractor Initials: 

Date: 10/30/13

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

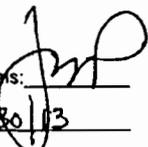
14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States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

15. Prior Approval and Copyright Ownership:

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

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

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

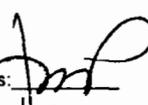
Contractor Initials: 

Date: 10/30/13

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

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

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

Contractor Initials: 

Date: 10/30/13

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

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

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

Standard Exhibit C-1 continued

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

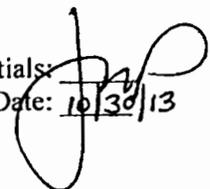
10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Renewal

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

Contractor's Initials:

Date: 10/30/13

A handwritten signature in black ink is written over the date field. The signature is stylized and appears to be 'JMF'. The date '10/30/13' is also handwritten in black ink.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

CERTIFICATE OF VOTE

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

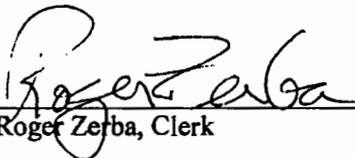
1. I am the duly elected Clerk of the Cheshire County Board of Commissioners;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on October 30, 2013;

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

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

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

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



Roger Zerba, Clerk

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 005128913

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

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



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

This 1st Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II contract (hereinafter referred to as "Amendment #1") dated this 19th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Seacoast Youth Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 867 Lafayette Road, Seabrook, NH 03874.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, (Item # 135A) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

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

In Exhibit B-1 Amendment #1 the SFY 2015 the increase/(decrease) budget adjustment of \$13,607.50 shall be spent by September 29, 2014.

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

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



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

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

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

State of New Hampshire
Department of Health and Human Services

Date

NAME
TITLE

[Handwritten signature]

Seacoast Youth Services

May 21, 2014
Date

Li Maloney Executive Director
NAME
TITLE

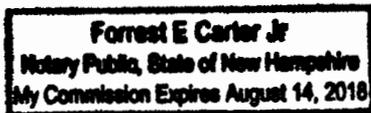
Acknowledgement:

State of New Hampshire County of Rockingham on MAY 21, 2014 before the undersigned officer, personally appeared the person identified above or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Handwritten signature] 05/21/14

Name and Title of Notary or Justice of the Peace



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



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

OFFICE OF THE ATTORNEY GENERAL

6-3-14
Date

Rosemary Wixart
Name: *Rosemary Wixart*
Title: *Asst Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Amendment #1

New Hampshire Department of Health and Human Services

Bureau of Drug and Alcohol Services

AMENDMENT/RENEWAL BUDGET FORM

Bidder/Program Name: Seacoast Youth Services

Budget Request for: Strategic Prevention Framework for Partnership Success II

(Name of RFP)

Budget Period: July 1, 2014 - June, 30 2014 (Revised 4/17/14)

Line Item	13/14 Current Modified Budget	SFY 2013-2014 Increase / (Decrease) Budget	SFY 2013-2014 Revised Modified Budget	Matched Funding
1. Total Salary/Wages	\$ 55,648.88	\$ (5,720.00)	\$ 49,929	\$ 18,549.63
2. Employee Benefits	\$ 2,250.00	\$ (1,687.50)	\$ 563	\$ 750.00
3. Consultants	\$ 5,200.00	\$ -	\$ 5,200	
4. Equipment:	\$ 950.00		\$ 950	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 1,350.00	\$ -	\$ 1,350	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 450.00	\$ -	\$ 450	
6. Travel	\$ 2,450.00	\$ (1,000.00)	\$ 1,450	
7. Occupancy	\$ 2,825.00	\$ -	\$ 2,825	
8. Current Expenses	\$ 1,650.00	\$ -	\$ 1,650	
Telephone	\$ 400.00	\$ -	\$ 400	
Postage	\$ 400.00	\$ -	\$ 400	
Subscriptions	\$ 1,050.00	\$ -	\$ 1,050	
Audit and Legal	\$ 1,000.00	\$ -	\$ 1,000	
Insurance	\$ 500.00	\$ -	\$ 500	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 9,500.00	\$ (5,200.00)	\$ 4,300	
11. Staff Education and Training	\$ 7,500.00	\$ -	\$ 7,500	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory)	\$ 3,510.89	\$ -	\$ 3,511	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
Sub-Total Direct Costs	\$ 96,634.77	\$ (13,607.50)	\$ 83,027.27	\$ 19,299.63
14. Indirect Costs (not to exceed 10%)	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 96,634.77	\$ (13,607.50)	\$ 83,027.27	\$ 19,299.63

Exhibit B-1 Amendment #1

New Hampshire Department of Health and Human Services

Bureau of Drug and Alcohol Services

AMENDMENT/RENEWAL BUDGET FORM

Bidder/Program Name: Seacoast Youth Services

Budget Request for: Strategic Prevention Framework for Partnership Success II

(Name of RFP)

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

Line Item	SFY 2014-2015 Current Modified Budget	SFY 2014-2015 Increase / (Decrease) Budget	SFY 2014-2015 Revised Modified Budget	Matched Funding
1. Total Salary/Wages	\$ 56,823.05	\$ 13,607.50	\$ 70,430.55	\$ 18,941.00
2. Employee Benefits	\$ 2,250.00	\$ (2,250.00)	\$ -	\$ 750.00
3. Consultants	\$ 5,200.00	\$ 1,250.00	\$ 6,450.00	
4. Equipment:	\$ 950.00	\$ -	\$ 950.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 1,350.00	\$ -	\$ 1,350.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 450.00	\$ -	\$ 450.00	
6. Travel	\$ 800.00	\$ -	\$ 800.00	
7. Occupancy	\$ 2,825.00	\$ -	\$ 2,825.00	
8. Current Expenses	\$ 1,200.00	\$ -	\$ 1,200.00	
Telephone	\$ 400.00	\$ -	\$ 400.00	
Postage	\$ 400.00	\$ -	\$ 400.00	
Subscriptions	\$ 1,050.00	\$ -	\$ 1,050.00	
Audit and Legal	\$ 1,000.00	\$ -	\$ 1,000.00	
Insurance	\$ 500.00	\$ -	\$ 500.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ 1,000.00	\$ 1,000.00	
10. Marketing/Communications	\$ 9,500.00	\$ -	\$ 9,500.00	
11. Staff Education and Training	\$ 7,500.00	\$ -	\$ 7,500.00	
12. Subcontracts/Agreements	\$ 8,280.00	\$ -	\$ 8,280.00	
13. Other (specific details mandatory)	\$ 3,514.59	\$ -	\$ 3,514.59	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
Sub-Total Direct Costs	\$ 103,992.64	\$ 13,607.50	\$ 117,600.14	\$ 19,691.00
14. Indirect Costs (not to exceed 10%)	\$ -	\$ -	\$ -	
TOTAL	\$ 103,992.64	\$ 13,607.50	\$ 117,600.14	\$ 19,691.00

State of New Hampshire
Department of State

original
sent

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Seacoast Youth Services is a New Hampshire nonprofit corporation formed December 19, 2001. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of May A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Seacoast Youth Services
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on MAY 7, 2014
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28th day of May, 2014.
(Date Contract Signed)

4. Victor Maloney is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

✓ Janine L Richards
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 28th day of MAY, 2014.

✓ By Janine L Richards
(Name of Elected Officer of the Agency)

Forrest Carter Jr.
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____





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

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
 Commissioner

Nancy L. Rollins
 Associate Commissioner

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

June 6, 2013

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

APPROVED BY _____

DATE 6/19/13

PAGE _____

REQUESTED ACTION

ITEM # 135 A

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

Summary of contracted amounts by vendor:

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

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

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

EXPLANATION

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

Although NH is often ranked as one of the healthiest states in the nation, these rankings contradict the significant health risks related to substance misuse and abuse that continue to plague the state. Specifically, the 2008-2009 National Survey on Drug Use and Health (NSDUH) reported NH's rate of past month alcohol use for

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

those 12 and older to be the highest rate among states and territories (63.9%) and the highest for 18 to 25 year olds (75.12%). According to the 2011 Youth Risk Behavior Survey (YRBS), NH's representative sample showed past month alcohol use rates among 9th through 12th graders to be 38.4%, on par with the U.S. rate of 38.7%, while the rate of binge drinking for that same population was 23.8% compared to the U.S. rate of 21.9%. Regarding prescription drug misuse and abuse, according to the 2008-2009 NSDUH, NH's rate of non-medical use of pain relievers among 18 to 25 year olds was the second highest in the U.S. at a rate of 16.7%.

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

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

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

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

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

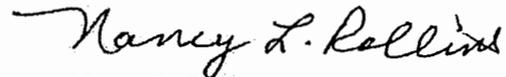
Merrimack Valley High School
Merrimack Valley Middle School
Pittsfield Elementary School
Pittsfield Middle/High School.
Woodsville High School
Groveton High School
White Mountain Regional High School
Hampton Academy
Seabrook Middle School
Nute Middle/High School and Library.

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

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

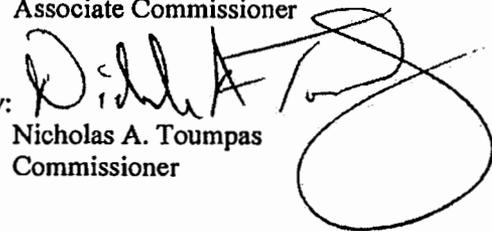
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

Financial Detail

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

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

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

Milton School District (Vendor # 156682-B001)

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

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

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

Second Start, Inc. (177224-B002)

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

City of Portsmouth School District (177463-B006)

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

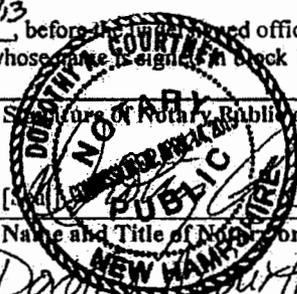
Subject: NH Strategic Prevention Framework Partnership for Success II

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Bureau of Drug and Alcohol Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Seacoast Youth Services		1.4 Contractor Address 867 Lafayette Road Seabrook, NH 03874	
1.5 Contractor Phone Number 603-474-3332	1.6 Account Number	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$ 200,627.41
1.9 Contracting Officer for State Agency Jessica Blais, Chief of Prevention and Education Services		1.10 State Agency Telephone Number (603) 271-6112	
1.11 Contractor Signature <i>Victor Maloney</i>		1.12 Name and Title of Contractor Signatory <i>Victor Maloney Executive Director</i>	
1.13 Acknowledgement: State of _____, County of _____ On <u>6/5/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary Public or Justice of the Peace <i>Dawn Courtney Assistant Branch Manager</i>			
1.14 State Agency Signature <i>Nancy L. Rollins</i>		1.15 Name and Title of State Agency Signatory <i>NANCY ROLLINS ASSOC. COMMISSIONER</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>James P. Henick, Attorney</i> On: <i>7 JUN. 2013</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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6/5/13



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

Scope of Services

1. General Provisions

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



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

2. Minimum Standards of Core Services

A) Contractors Minimum Required Services and Performance Measures

- 1) Dedicated staff
The Contractor shall maintain dedicated student assistance staff that meets with the following standards:
 - i) There must be one full time equivalent staff person to every 1,000 students. This can be prorated for schools serving less than 1,000 students. If the school is under 1,000 students the staff person must be available a minimum of two days per week, and cannot serve more than two buildings or campuses. The student assistance counselor must be able to obtain Certified Prevention Specialist status within one year, and must be license eligible by the end of the second year of funding.
- 2) Individual Screening using and Evidence Based Screening Tool
 - i) The contractor shall ensure the MAYSI-2 (Massachusetts Youth Screening Instrument) shall be utilized to screen all referred students. Other evidence based screening tools may be substituted with the permission of the contract manager.
- 3) Referral as indicated by screening
 - i) The contractor shall ensure students shall be referred to the appropriate community provider as indicated by the individual screening. The contractor shall work with the schools to maintain/develop a protocol for referrals to the appropriate provider by the end of year one.
- 4) Individual and group support sessions
 - i) The contractor shall conduct Individual Support Sessions with the purpose of crisis intervention or to motivate students to participate in the Student Assistance Program groups.
 - ii) The contractor shall conduct Group Support Sessions with the general purpose of the group support sessions being to help students identify and resist social and situational pressures to use substances, correct misperceptions about the prevalence and acceptability of substance use, focus on the personal consequences of use, teach and provide opportunities to practice resistance and coping skills, and identify barriers to using the skills or adopting healthy attitudes. During the first session of these groups, confidentiality and boundaries are also addressed so it is clear to students what confidentiality guidelines are in place.
 - iii) Both the Newcomers Group and the COSAP Group shall begin in year one of the grant at both schools, with recruitment and facilitation of the other groups beginning in year two. Other group topics shall include high risk behaviors, current users, non-users, grief and loss, boys and girls groups, mindfulness/stress management as well as groups for students concerned about friend or sibling use.
- 5) Provide Parent Education
 - i) The contractor shall provide parent education about prescription drug use and underage drinking and binge drinking. Topics shall include developmental information (being a teen), information about how youth access substances, and how perception of parental disapproval impacts use. The contractor can enhance these services through the parent education services already being offered at the school and local level. The incorporation of Life of an Athlete shall ensure the engagement of parents of student athletes.
- 6) Provide student education during transitional years
 - i) The contractor shall provide prevention education services during the 6th grade year. The contractor shall utilize the Project Alert curriculum to ensure this requirement is met. Project Alert is a 10 week evidence based curriculum that incorporates topics including but not limited to: being and adolescent, alcohol, tobacco and other drug information, Family Dynamics and pressures, and skills for coping with stress and life pressure.
- 7) School and community based environmental strategies.
 - i) The contractor shall conduct a minimum of three school/community centered environmental strategies each year of funding. The integration of Life of an Athlete, youth leadership/youth voice efforts and Social Norms media campaigns is expected to enhance these activities. Partners like Granite Youth Alliance, and the Regional Network: Allies in Substance Abuse Prevention shall also heighten the impact of the environmental strategies implemented.



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

- 8) Enhance services through media and marketing
 - i) The contractor shall enhance services through the utilization of marketing and media tools. This work shall be done in conjunction with the work being done at the state level through The Partnership for a Drug Free NH, the Regional Network System, and the local Drug Free Community Grantees. The contractor may utilize existing groups to enhance and meet this requirement.
 - 9) Conduct regular evaluation
 - i) The contractor shall conduct an annual pre and post all school survey at the beginning and end of each school year. The contractor shall work closely with the NH Bureau of Drug and Alcohol Services and NH Center for Excellence to use this data to drive continuous quality improvement.
 - ii) The contractor shall conduct an all school 2015 Youth Risk Behavior Survey. The contractor shall work with the NH Bureau of Drug and Alcohol Services and NH Center for Excellence to plan for a community level release of this data.
 - 10) Evaluate Current School Policy and move toward Best Practice School Policies.
 - i) The contractor shall conduct an assessment of the school policy by end of year one, move toward implementing best practice school policy according to the recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment by end of year two. The integration of improved policies as outlined by Life of an Athlete shall enhance this work.
 - 11) Participate in the Student Assistance Learning Collaborative and other mandatory trainings.
 - i) The contractor shall attend required Learning Collaboratives and mandatory trainings.
- B) Data Reporting Requirements
- 1) The Contractor must have the ability to communicate and submit required reports via e-mail.
 - 2) The Contractor shall submit the following reports in formats approved and/or provided by the BDAS unit:
 - i) Contractors shall enter and complete monthly data reporting in New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the following month, e.g. July data will be entered fully by August 20th.
 - ii) The Contractor shall submit monthly expenditure reports for reimbursement of costs associated with contract activities, by the 20th business day following the month;
 - iii) Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the State.
 - iv) Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of, representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.
 - v) A completed engagement status assessment of communities within the region
 - vi) BDAS may withhold, in whole or in part, any payment for the ensuing period of the Agreement until the Contractor submits the above reports to BDAS's satisfaction, unless a waiver has been granted.
- C) Quarterly Site Visits
- 1) The Contractor shall allow a team authorized by BDAS to conduct quarterly site reviews that will include Student Assistance Counselor, the Contractor or designee, Evaluator, and BDAS. This site visit will review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this contract.



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

D) Evidence Based Core Components

- 1) In support of the NH DHHS's, Bureau of Drug and Alcohol Services' commitment to funding evidence-based interventions to prevent and reduce alcohol and other drug problems, contractors are required to work with the NH Center for Excellence to ensure the following:
 - i) For those contractors implementing interventions from the federal registry of evidence-based practice or based on an intervention listed on such a registry, that core elements articulated within the federal registry for the intervention will be implemented with fidelity;
 - ii) For those contractors implementing interventions that are not from the federal registry of evidence-based interventions, that core elements be established through the NH Center for Excellence and that the interventions be implemented with fidelity based on the established core elements.
 - iii) For all contractors, core elements will serve as a basis for reporting, contract compliance and for determinations of efficacy based on outcomes over time.
 - iv) For all contractors, evaluation designs may be modified by the Center for Excellence, subject to BDAS approval. These evaluation designs may include a Core Measurement Instrument administered to participants in direct service interventions.
 - v) All contractors will be required to comply with established core elements and evaluation designs developed or approved by the NH Bureau of Drug and Alcohol Services and the NH Center for Excellence during the contract period. Core elements include the method of delivery, content, dosage/duration, staffing, and location of the intervention.



Exhibit B

Method and Conditions Precedent to Payment

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

Payment for said services shall be made as follows:

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

The invoice must be submitted to:

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

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6/5/13

EXHIBIT B-1

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

Bidder/Program Name: Seacoast Youth Services

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

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

Line Item	Direct Incremental	Indirect Fixed	Total	Matched Funding
1. Total Salary/Wages	\$ 55,648.88	\$ -	\$ 55,648.88	\$ 18,549.63
2. Employee Benefits	\$ 2,250.00	\$ -	\$ 2,250.00	\$ 750.00
3. Consultants	\$ 5,200.00	\$ -	\$ 5,200.00	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 950.00	\$ -	\$ 950.00	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,350.00	\$ -	\$ 1,350.00	\$ -
Lab	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -
Office	\$ 450.00	\$ -	\$ 450.00	\$ -
6. Travel	\$ 2,450.00	\$ -	\$ 2,450.00	\$ -
7. Occupancy	\$ 2,825.00	\$ -	\$ 2,825.00	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,650.00	\$ -	\$ 1,650.00	\$ -
Postage	\$ 400.00	\$ -	\$ 400.00	\$ -
Subscriptions	\$ 400.00	\$ -	\$ 400.00	\$ -
Audit and Legal	\$ 1,050.00	\$ -	\$ 1,050.00	\$ -
Insurance	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -
Board Expenses	\$ 500.00	\$ -	\$ 500.00	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 9,500.00	\$ -	\$ 9,500.00	\$ -
11. Staff Education and Training	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -
13. Other:	\$ 3,510.89	\$ -	\$ 3,510.89	\$ -
3.5 % Indirect cost	\$ -	\$ -	\$ -	\$ -
See Budget Narrative	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 96,634.77	\$ -	\$ 96,634.77	\$ 19,299.63

Indirect As A Percent of Direct

0.0%

NOTE: Minimum match funding per section 4.1 of RFP

Contractor Initials
 Date 4/5/13

EXHIBIT B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Seacoast Youth Services Appendix C
Strategic Prevention
 Budget Request for: Framework Partnership for
 (Name of RFP)
 Budget Period: July 1, 2014-June 30, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Matched Funding
1. Total Salary/Wages	\$ 56,823.05	\$ -	\$ 56,823.05	\$ 18,941.00
2. Employee Benefits	\$ 2,250.00	\$ -	\$ 2,250.00	\$ 750.00
3. Consultants	\$ 5,200.00	\$ -	\$ 5,200.00	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 950.00	\$ -	\$ 950.00	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,350.00	\$ -	\$ 1,350.00	\$ -
Lab	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -
Office	\$ 450.00	\$ -	\$ 450.00	\$ -
6. Travel	\$ 800.00	\$ -	\$ 800.00	\$ -
7. Occupancy	\$ 2,825.00	\$ -	\$ 2,825.00	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -
Postage	\$ 400.00	\$ -	\$ 400.00	\$ -
Subscriptions	\$ 400.00	\$ -	\$ 400.00	\$ -
Audit and Legal	\$ 1,050.00	\$ -	\$ 1,050.00	\$ -
Insurance	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -
Board Expenses	\$ 500.00	\$ -	\$ 500.00	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 9,500.00	\$ -	\$ 9,500.00	\$ -
11. Staff Education and Training	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -
12. Subcontracts/Agreements	\$ 8,280.00	\$ -	\$ 8,280.00	\$ -
13. Other:	\$ 3,514.59	\$ -	\$ 3,514.59	\$ -
3.5 % indirect cost	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 103,992.64	\$ -	\$ 103,992.64	\$ 19,691.00

Indirect As A Percent of Direct

0.0%

NOTE: Minimum match funding per section 4.1 of RFP

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Prior Approval and Copyright Ownership:

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

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

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

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

lmm
4/5/13

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.


6/5/13

CERTIFICATE OF VOTE
(Corporation without Seal)

1. Dawn Emerick, do hereby certify that:
(Name of Clerk of the Corporation: cannot be contract signatory)

1. I am a duly elected Clerk of Seacoast Youth Services.
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 6/5/13:
(Date)

RESOLVED: That this Corporation 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 services.

RESOLVED: That the Executive Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5 day of June, 2013.
(Date Contract Signed)

4. Victor Maloney is the duly elected
Victor Maloney Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Dawn Emerick
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

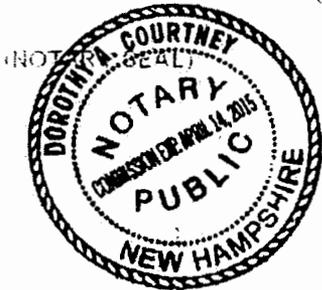
County of Rockingham

The forgoing instrument was acknowledged before me this 5th day of June, 2013.

By Dawn Emerick
(Name of Clerk of the Corporation)

Dorothy A. Courtney
(Notary Public/Justice of the Peace)

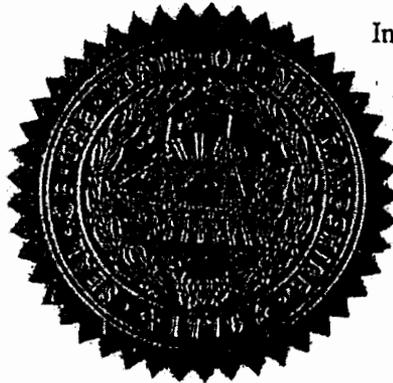
Commission Expires: 4-14-15



State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Seacoast Youth Services is a New Hampshire nonprofit corporation formed December 19, 2001. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of May A.D. 2013

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

William M. Gardner
Secretary of State



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Milton School District Contract**

This 1st Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II contract (hereinafter referred to as "Amendment #1") dated this 19th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Milton School District (hereinafter referred to as "the Contractor"), with a place of business at 18 Commerce Way, Unit 1, Milton, NH 03851.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, (Item # 135A) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

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

In Exhibit B-1 Amendment #1 the SFY 2015 the increase/(decrease) budget adjustment of \$34,606.96 shall be spent by September 29, 2014.

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

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

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



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

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

05-20-14 DM
Date

DM
State of New Hampshire
Department of Health and Human Services
[Signature]
NAME
TITLE

Milton School District

5/20/14
Date

[Signature]
NAME MICHAEL J. TURSI
TITLE Superintendent

Acknowledgement:
State of NH, County of Strafford on 05/20/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

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

CAROL L. MARTIN, Notary Public
My Commission Expires February 20, 2018



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

OFFICE OF THE ATTORNEY GENERAL

6-3-14
Date

Rosemary Wiant
Name: Rosemary Wiant
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Bureau of Drug and Alcohol Abuse Services

AMENDMENT/RENEWAL BUDGET FORM

Bidder/Program Name: Milton School District SAP Counselor/Coordinator

Budget Request for: Strategic Prevention Framework Partnership RFP #13-DHHS-DCBCS-BDAS-03
(Name of RFP)

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

Line Item	SFY 14 Current Modified Budget	SFY 14 Increase/(Decrease) Budget	SFY 14 Revised Modified Budget	Match/funding
1. Total Salary/Wages	52,000.00	-20,509.26	31,490.74	7,852.00
2. Employee Benefits	20,341.20	-11,149.70	9,191.50	2,298.00
3. Consultants	0.00	3,500.00	3,500.00	0.00
4. Equipment:	0.00	0.00	0.00	0.00
Rental	12,000.00	-12,000.00	0.00	0.00
Repair and Maintenance	0.00	0.00	0.00	0.00
Purchase/Depreciation	2,000.00	0.00	2,000.00	0.00
5. Supplies:	0.00	0.00	0.00	0.00
Educational	0.00	3,000.00	3,000.00	0.00
Lab	0.00	0.00	0.00	0.00
Pharmacy	0.00	0.00	0.00	0.00
Medical	0.00	0.00	0.00	0.00
Office	0.00	1,000.00	1,000.00	0.00
6. Travel	800.00	1,200.00	2,000.00	0.00
7. Occupancy	0.00	0.00	0.00	0.00
8. Current Expenses	0.00	0.00	0.00	0.00
Telephone	1,200.00	0.00	1,200.00	0.00
Postage	1,200.00	0.00	1,200.00	0.00
Subscriptions	0.00	0.00	0.00	0.00
Audit and Legal	0.00	0.00	0.00	0.00
Insurance	0.00	0.00	0.00	0.00
Board Expenses	2,000.00	0.00	2,000.00	0.00
9. Software	0.00	0.00	0.00	0.00
10. Marketing/Communications	2,000.00	0.00	2,000.00	0.00
11. Staff Education and Training	3,500.00	0.00	3,500.00	0.00
12. Subcontracts/Agreements	0.00	0.00	0.00	0.00
13. Other (specific details mandatory)	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Sub-Total Direct Costs	97,041.20	-34,958.96	62,082.24	10,151.00
14. Indirect Costs (not to exceed 10%)	1,820.00	352.00	2,172.00	0.00
TOTAL	98,861.20	-34,606.96	64,254.24	10,151.00

New Hampshire Department of Health and Human Services

Bureau of Drug and Alcohol Abuse Services

AMENDMENT/RENEWAL BUDGET FORM

Bidder/Program Name: Milton School District SAP Counselor/Coordinator

Budget Request for: Strategic Prevention Framework Partnership RFP #13-DHHS-DCBCS-BDAS-03

(Name of RFP)

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

Line/Item	SFY 15 Current Modified Budget	SFY 15 Increase/(Decrease) Budget	SFY 15 Revised Modified Budget	Match/funding
1. Total Salary/Wages	52,000.00	-4,964.00	47,036.00	11,759.00
2. Employee Benefits	20,341.20	-330.00	20,011.20	5,002.75
3. Consultants	0.00	25,000.00	25,000.00	0.00
4. Equipment:	0.00	0.00	0.00	0.00
Rental	14,000.00	-14,000.00	0.00	0.00
Repair and Maintenance	0.00	0.00	0.00	0.00
Purchase/Depreciation	0.00	1,000.00	1,000.00	0.00
5. Supplies:	0.00	0.00	0.00	0.00
Educational	0.00	15,000.00	15,000.00	0.00
Lab	0.00	0.00	0.00	0.00
Pharmacy	0.00	0.00	0.00	0.00
Medical	0.00	0.00	0.00	0.00
Office	0.00	1,000.00	1,000.00	0.00
6. Travel	800.00	2,200.00	3,000.00	0.00
7. Occupancy	0.00	0.00	0.00	0.00
8. Current Expenses	0.00	0.00	0.00	0.00
Telephone	1,200.00	0.00	1,200.00	0.00
Postage	1,200.00	0.00	1,200.00	0.00
Subscriptions	0.00	520.00	520.00	0.00
Audit and Legal	0.00	0.00	0.00	0.00
Insurance	0.00	0.00	0.00	0.00
Board Expenses	2,000.00	0.00	2,000.00	0.00
9. Software	0.00	0.00	0.00	0.00
10. Marketing/Communications	2,000.00	0.00	2,000.00	0.00
11. Staff Education and Training	3,500.00	6,500.00	10,000.00	0.00
12. Subcontracts/Agreements	0.00	0.00	0.00	0.00
13. Other (specific details mandatory)	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Sub-Total Direct Costs	97,041.20	31,926.00	128,967.20	16,761.75
14. Indirect Costs (not to exceed 10%)	1,820.00	2,680.96	4,500.96	0.00
TOTAL	98,861.20	34,606.96	133,468.16	16,761.75

5/20/14

CERTIFICATE OF VOTE

I, Ann Walsh, Chairperson, do hereby certify that:
(Name of the elected Officer of the Agency: cannot be contract signatory)

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on May 20, 2014:
(Date)

RESOLVED: That the Superintendent of Milton School District
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 20th day of May, 2014.
(Date Contract Signed)

4. Michael J. Tursi is the duly elected Superintendent of Milton School District
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Ann Walsh
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Stafford

The forgoing instrument was acknowledged before me this 20 day of May, 2014.

By Ann Walsh, Chairperson Milton
Schools (Name of Elected Officer of the Agency)

Carol L. Martin
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

CAROL L. MARTIN, Notary Public
My Commission Expires February 20, 2018
Commission Expires: _____

CERTIFICATE OF COVERAGE

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

THIS IS TO CERTIFY THAT THE ENTITY NAMED BELOW HAS BEEN ISSUED THE MEMBER AGREEMENT(S) FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS, AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Entity: Milton School District Participant Number: 426-070112 - 15		Company Affording Coverage (the "Company"): HealthTrust, Inc. PO Box 617, Concord, NH 03302-0617		
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2014	6/30/2015	Each Occurrence	\$ 5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (each occurrence) (Member Agreement, Section IV)	\$10,000
			Products -Comp/Op Agg	\$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2014	6/30/2015	Fire Damage (each fire)	\$ 5,000,000
			Each Occurrence	\$
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
<input type="checkbox"/> Excess Liability			Each Occurrence	\$ N/A
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible:\$1,000.	7/1/2014	6/30/2015		\$Per scheduled limits and Member Agreement
<input checked="" type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)	7/1/2014	6/30/2015	Coverage A:	Statutory
			Cov. B: Each Accident	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
Description: Proof of Coverage				

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

<input type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee, as his, her or its interests appear		
<p><i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the Participating Entity" and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees, or agents. Available limits of coverage are shared between the Participating Entity and the Additional Covered Party.*</i></p>		
<p><i>*Terms in quotes are defined in the Member Agreement.</i></p>		
Certificate Holder: State of New Hampshire Dept. of Health & Human Services 105 Pleasant Street Concord NH 03301	Company By: <u>Wendy W. Parker</u> Authorized Representative Date Issued: <u>5/7/2014</u>	Please direct inquiries to: Debra A. Lewis 603.230.3332



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

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
 Commissioner

Nancy L. Rollins
 Associate Commissioner

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

June 6, 2013

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

APPROVED BY _____

DATE 6/19/13

PAGE _____

REQUESTED ACTION

ITEM # 135A

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

Summary of contracted amounts by vendor:

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

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

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

EXPLANATION

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

Although NH is often ranked as one of the healthiest states in the nation, these rankings contradict the significant health risks related to substance misuse and abuse that continue to plague the state. Specifically, the 2008-2009 National Survey on Drug Use and Health (NSDUH) reported NH's rate of past month alcohol use for

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

those 12 and older to be the highest rate among states and territories (63.9%) and the highest for 18 to 25 year olds (75.12%). According to the 2011 Youth Risk Behavior Survey (YRBS), NH's representative sample showed past month alcohol use rates among 9th through 12th graders to be 38.4%, on par with the U.S. rate of 38.7%, while the rate of binge drinking for that same population was 23.8% compared to the U.S. rate of 21.9%. Regarding prescription drug misuse and abuse, according to the 2008-2009 NSDUH, NH's rate of non-medical use of pain relievers among 18 to 25 year olds was the second highest in the U.S. at a rate of 16.7%.

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

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

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

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

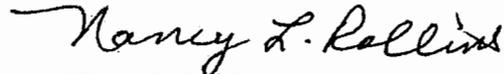
Area served: Middle School Students, High School Students and the communities served by:
Merrimack Valley High School
Merrimack Valley Middle School
Pittsfield Elementary School
Pittsfield Middle/High School.
Woodsville High School
Groveton High School
White Mountain Regional High School
Hampton Academy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

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

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

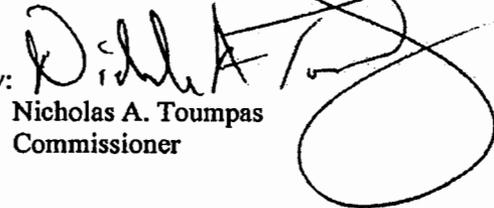
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

Financial Detail

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

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

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

Milton School District (Vendor # 156682-B001)

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

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

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

Second Start, Inc. (177224-B002)

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

City of Portsmouth School District (177463-B006)

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

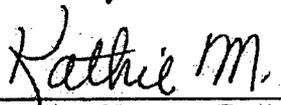
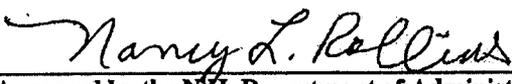
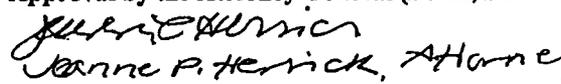
Subject: NH Strategic Prevention Framework Partnership for Success II

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Bureau of Drug and Alcohol Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Milton School District		1.4 Contractor Address 18 Commerce Way Unit 1 Milton, NH 03851	
1.5 Contractor Phone Number 603-652-0262	1.6 Account Number 05-95-49-491510-2988	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$197,722.40
1.9 Contracting Officer for State Agency Jessica Blais, Chief of Prevention and Education Services		1.10 State Agency Telephone Number (603) 271-6112	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jay McIntire, Superintendent	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>stratford</u> On <u>6-5-13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Kathie M. Vigue, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory NANCY ROLLINS ASOC. Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: 7 JUL 2013			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

JM

2/5/11



Scope of Services

1. General Provisions

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

[Handwritten Signature]
1/2/12



2. Minimum Standards of Core Services

A) Contractors Minimum Required Services and Performance Measures

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

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



- 8) Enhance services through media and marketing
 - i) The contractor shall enhance services through the utilization of marketing and media tools. This work shall be done in conjunction with the work being done at the state level through The Partnership for a Drug Free NH, the Regional Network System, and the local Drug Free Community Grantees. The contractor may utilize existing groups to enhance and meet this requirement.
 - 9) Conduct regular evaluation
 - i) The contractor shall conduct an annual pre and post all school survey at the beginning and end of each school year. The contractor shall work closely with the NH Bureau of Drug and Alcohol Services and NH Center for Excellence to use this data to drive continuous quality improvement.
 - ii) The contractor shall conduct an all school 2015 Youth Risk Behavior Survey. The contractor shall work with the NH Bureau of Drug and Alcohol Services and NH Center for Excellence to plan for a community level release of this data.
 - 10) Evaluate Current School Policy and move toward Best Practice School Policies.
 - i) The contractor shall conduct an assessment of the school policy by end of year one, move toward implementing best practice school policy according to the recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment by end of year two.
 - 11) Participate in the Student Assistance Learning Collaborative and other mandatory trainings.
 - i) The contractor shall attend required Learning Collaboratives and mandatory trainings.
- B) Data Reporting Requirements**
- 1) The Contractor must have the ability to communicate and submit required reports via e-mail.
 - 2) The Contractor shall submit the following reports in formats approved and/or provided by the BDAS unit:
 - i) Contractors shall enter and complete monthly data reporting in New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the following month, e.g. July data will be entered fully by August 20th.
 - ii) The Contractor shall submit monthly expenditure reports for reimbursement of costs associated with contract activities, by the 20th business day following the month;
 - iii) Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the State.
 - iv) Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of, representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.
 - v) A completed engagement status assessment of communities within the region
 - vi) BDAS may withhold, in whole or in part, any payment for the ensuing period of the Agreement until the Contractor submits the above reports to BDAS's satisfaction, unless a waiver has been granted.
- C) Quarterly Site Visits**
- 1) The Contractor shall allow a team authorized by BDAS to conduct quarterly site reviews that will include Student Assistance Counselor, the Contractor or designee, Evaluator, and BDAS. This site visit will review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this contract.
- D) Evidence Based Core Components**
- 1) In support of the NH DHHS's, Bureau of Drug and Alcohol Services' commitment to funding evidence-based interventions to prevent and reduce alcohol and other drug problems, contractors are required to work with the NH Center for Excellence to ensure the following:

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



- i) For those contractors implementing interventions from the federal registry of evidence-based practice or based on an intervention listed on such a registry, that core elements articulated within the federal registry for the intervention will be implemented with fidelity;
- ii) For those contractors implementing interventions that are not from the federal registry of evidence-based interventions, that core elements be established through the NH Center for Excellence and that the interventions be implemented with fidelity based on the established core elements.
- iii) For all contractors, core elements will serve as a basis for reporting, contract compliance and for determinations of efficacy based on outcomes over time.
- iv) For all contractors, evaluation designs may be modified by the Center for Excellence, subject to BDAS approval. These evaluation designs may include a Core Measurement Instrument administered to participants in direct service interventions.
- v) All contractors will be required to comply with established core elements and evaluation designs developed or approved by the NH Bureau of Drug and Alcohol Services and the NH Center for Excellence during the contract period. Core elements include the method of delivery, content, dosage/duration, staffing, and location of the intervention.



Exhibit B

Method and Conditions Precedent to Payment

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

Payment for said services shall be made as follows:

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

The invoice must be submitted to:
Financial Manager
Division of Community Based Care Services
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

**Exhibit B-1
Budget Form**

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

Bidder/Program Name: Milton School District SAP Counselor/Coordinator
Strategic Prevention Framework Partnership for Success II

Budget Request for: RFP # 13-DHHS-DCBCS-BDAS-03
(Name of RFP)

Budget Period: July 2013 - July 2014

1. Total Salary/Wages	\$ 52,000.00	\$ -	\$ 52,000.00	\$ 13,000.00
2. Employee Benefits	\$ 20,341.90	\$ -	\$ 20,341.90	\$ 5,085.30
3. Consultants	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -
Rental	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 800.00	\$ -	\$ 800.00	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -
Postage	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -
9. Fees:	\$ -	\$ -	\$ -	\$ -
Fees	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -
11. Staff Education and Training	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -
Indirect	\$ 1,820.00	\$ -	\$ 1,820.00	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 97,861.90	\$ -	\$ 97,861.90	\$ 23,910.60

3.5% as directed from
NH DOE

Indirect As A Percent of Direct

#DIV/0!

NOTE: Minimum match funding per section 4.1 of RFP

JMV

6/5/13

Exhibit B-1

Budget Form

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

Bidder/Program Name: Milton School District SAP Counselor/Coordinator
Strategic Prevention Framework Partnership for Success II
 Budget Request for: Strategic Prevention Framework RFP # 13-DHHS-DCBCS-BDAS-03
(Name of RFP)

Budget Period: July 2014 - July 2015

1. Total Salary/Wages	\$ 52,000.00	\$ -	\$ 52,000.00	\$ 13,000.00
2. Employee Benefits	\$ 20,341.20	\$ -	\$ 20,341.20	\$ 5,085.30
3. Consultants	\$ -	\$ -	\$ -	\$ -
4. Equipment:				
Rental	\$ 14,000.00	\$ -	\$ 14,000.00	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -
5. Supplies:				
Educational	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 800.00	\$ -	\$ 800.00	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -
8. Current Expenses				
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -
Postage	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -
11. Staff Education and Training	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):				
Indirect	\$ 1,820.00	\$ -	\$ 1,820.00	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 98,861.20	\$ -	\$ 98,861.20	\$ 18,085.30

3.5% as per NH D08

Indirect As A Percent of Direct

#DN/01

NOTE: Minimum match funding per section 4.1 of RFP

Contractor Initials

JM

Date

6/15/13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Prior Approval and Copyright Ownership:

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

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

Contractor Initials: JMW
Date: 6/5/13

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

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

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


6/5/13

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.

J. McAP

6/5/13

CERTIFICATE OF VOTE

(Corporation without Seal)

I, Ann Walsh, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Chairperson Milton School Board.
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 6-5-13.
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, _____, for the provision of _____ services.

RESOLVED: That the Jay A. McIntire
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5th day of June, 2013
(Date Contract Signed)

4. Ann Walsh is the duly elected
Chairperson
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Ann Walsh
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

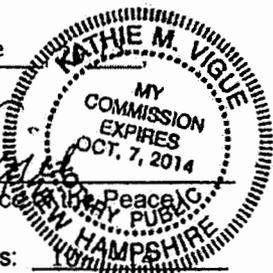
County of Strafford

The forgoing instrument was acknowledged before me this 5th day of June

By Ann Walsh
(Name of Clerk of the Corporation)

(NOTARY SEAL)

Kathie M. Vigor
(Notary Public/Justice of the Peace)
Commission Expires: 10/7/2014



**Milton School District
Mission Statement**

We, the faculty and staff of Milton School District, are dedicated to providing a rich curriculum that meets the individual needs of students in a positive, respectful, and safe environment. We encourage all students to acquire knowledge and skills in order to reach their intellectual and productive potential.