



Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

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Deputy Commissioner of Education
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

August 18, 2015

Her Excellency Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Education, Bureau of Special Education, Office of Student Wellness to exercise a contract renewal option with Evergreen Evaluation and Consulting, Inc., Jericho, VT (Vendor Code 172191), originally approved by Governor & Council on August 5, 2014, (Item #79), to conduct the evaluation of the New Hampshire Safe Schools and Healthy Students Grant (SS/HS), effective upon Governor and Council approval for the period of October 1, 2015 through September 30, 2017 in an amount not to exceed \$224,960.00. **100% Federal Funds.**

Funds to support this request are anticipated to be available in the following account in FY 2016 and FY 2017 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified, NH Safe School and Healthy Students:

| | <u>FY 2016</u> | <u>FY 2017</u> |
|--------------------------------------|----------------|----------------|
| 06-056-56-562510-88940000-102-500731 | \$ 178,979.00 | \$ 45,981.00 |
| Contracts for Program Services | | |

Her Excellency Governor Margaret Wood Hassan

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EXPLANATION

The New Hampshire Department of Education received an \$8.6 million grant for New Hampshire's Safe Schools/Healthy Students (SS/HS) State Program Grant from the United States Department of Health and Human Services' Substance Abuse and Mental Health Services Administration (SAMHSA).

The purpose of the SS/HS State Program is to create safe and supportive schools and communities by bringing the SS/HS model to scale at the state level by building partnerships among educational, behavioral health, and criminal/justice systems.

The United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration ~ (SAMHSA) requires a comprehensive evaluation detailed within the grant that measures the short-term, intermediate and long-term outcomes and impacts of the grant initiatives, at both the State Education Agency (SEA) and Local Education Agency (LEA) levels. The evaluation assesses the degree to which the SS/HS State Program meets its goals and objectives, as well as the established federal performance goals and objectives. The evaluation will be ongoing and formative to provide for data-based decision making and planning mid-course corrections. The evaluation outcomes anticipated from this grant include: an increase in the number of children and youth who have access to behavioral health services; a decrease in the number of students who abuse substances; an increase in support for early childhood development; improvements in school climate; and a reduction in the number of students who are exposed to violence.

Evergreen Evaluation and Consulting, Inc. is a small northeast evaluation business well versed with the evaluation of projects in the field of special education. Evergreen Evaluation and Consulting, Inc. has been the evaluator for Vermont's State Personnel Development Grant and has served as an evaluation specialist for the Northeast Regional Resource Center. Evergreen Evaluation and Consulting, Inc. will bring to this grant the research, knowledge and expertise to conduct the following grant activities:

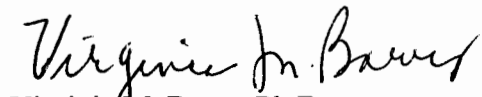
- Develop and review evaluation plan and logic models with grant leadership and management teams;
- Develop and implement evaluation instruments for collection of data;
- Develop data management system for tracking implementation and intervention fidelity;
- Provide training to coaches and partners on use of fidelity instruments;
- Collect baseline grant performance indicator data and student outcome data;
- Collect and analyze data on a routine basis for reporting;
- Develop system for providing feedback of data for use with decision making;
- Attend grant Management & Leadership team meetings and provide oral evaluation reports as needed;
- Provide written quarterly evaluation reports on progress towards the accomplishment of grant goals, objectives and activities.

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This contract will be evaluated by the Department through monthly monitoring of the services provided. In addition, the vendor will submit reports to the Department on their progress in meeting the objectives of this contract.

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

Respectfully submitted,



Virginia M. Barry, Ph.D.
Commissioner of Education

VMB/TLS
Attachments

Subject: NH SAFE SCHOOLS AND HEALTHY STUDENTS PROJECT EVALUATOR

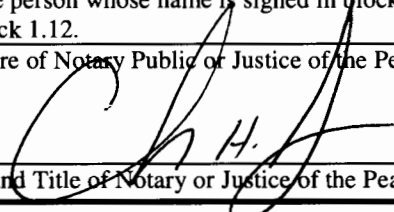
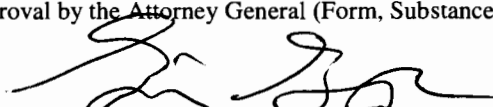
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--|---|---|
| 1.1 State Agency Name <u>NH State Department of Education, Bureau of Special Ed</u> | | 1.2 State Agency Address <u>101 Pleasant Street, Concord, New Hampshire 03301</u> | |
| 1.3 Contractor Name <u>Evergreen Evaluation & Consulting, Inc.</u> | | 1.4 Contractor Address <u>16 Bradley Bow Road, Jericho, Vermont 05465</u> | |
| 1.5 Contractor Phone Number <u>802-434-5607</u> | 1.6 Account Number <u>see Exhibit B</u> | 1.7 Completion Date <u>September 30, 2017</u> | 1.8 Price Limitation <u>\$224,960.00</u> |
| 1.9 Contracting Officer for State Agency <u>Santina Thibedeau, Administrator, Bureau of Special Ed</u> | | 1.10 State Agency Telephone Number <u>603-271-6693</u> | |
| 1.11 Contractor Signature <u>Patricia H. Mueller</u> | | 1.12 Name and Title of Contractor Signatory <u>Patricia H. Mueller, President</u> | |
| 1.13 Acknowledgement: State of <u>Vermont</u> , County of <u>Chittenden</u> On <u>4/15/15</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 <u>[Seal] </u> | | CHRISTOPHER H. JARVIS Notary Public, State of Vermont My Commission Expires Feb. 10, 2019 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u></u> | | | |
| 1.14 State Agency Signature <u>Virginia M. Barry</u> | | 1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Ph.D., Commissioner of Education</u> | |
| 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: <u></u> On: <u>8/27/15</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: RTM
Date: 4/15/15

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

Contractor Initials PHM
Date 4/15/15

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.

EXHIBIT A

Services to be Provided

Evergreen Evaluation & Consulting, Inc. will provide the following services under the contract:

New Hampshire Safe Schools and Healthy Students Project Evaluator

for the period: October 1, 2015 through September 30, 2017.

- Develop and implement an evaluation plan for collecting and reporting data as required by the *Transformation and Accountability Center for Mental Health Services' Transformation Accountability System (TRAC)* and the *Government Performance and Results Act (GPRA)* performance measures. The comprehensive evaluation plan will outline method(s)/process(s) for collecting and reporting all State and local performance measures, both quantitative and qualitative (including survey development and implementation), and project process and outcomes assessment. Specifically, the evaluation plan will:
 - Support the NHDOE to report quarterly on the following performance measures using the Transformation Accountability System (TRAC):
 - The number of individuals who have received training in prevention or mental health promotion.
 - The number of people in mental health, early childhood programs, schools, and related workforce trained in mental health-related practices/activities that are consistent with the goals of the grant.
 - The number of State and local policy changes completed as a result of the grant.
 - The number of organizations that entered into formal written inter/intra-organizational agreements (e.g. Memorandum of Understanding or Agreement) to improve mental health-related outcomes.
 - Collect data on the following specific outcomes questions:
 - What was the effect of the strategic planning process and implementation of selected intervention(s) on key outcome goals?
 - What program/contextual/cultural factors were associated with State and LEA and local community outcomes?
 - What factors were associated with outcomes, including race/ethnicity/sexual identity (sexual orientation/gender identity) and age of the child?
 - How effectively did the project reach populations at high risk for mental, emotional, and behavioral disorders and violence?
 - What were the barriers to interagency collaboration, partnership development, and shared decision-making and how were they addressed?
 - What factors were associated with the development of the comprehensive plan?
 - Include or outline a process for developing NHDOE and local district required/requested specific tools and surveys that will be used to collect data related to project outcomes. Tools and surveys must adhere to National Culturally and Linguistically Appropriate Services (CLAS) Standards.
 - Be responsible for collecting, cleaning, analysis, and reporting of Child and Adolescent Needs and Strengths for Youth with Mental Health Challenges (CANS – MH) for three Local Education Agencies (LEAs) quarterly (every three months) to be transferred and reported to SAMHSA.

Initials *PHM*
Date *4/15/15*

EXHIBIT A

Services to be Provided (Cont'd)

- Inform continuous quality improvement through CANS – MH data, use of State performance measures, and GPRA data.
- Provide aggregate data back to participating schools and the Core Management Team in each LEA on a regular basis to inform mid-course corrections in implementation of Evidence Based Practices.
- Include an established tracking system to guide school behavioral health staff to conduct follow-up assessments and will use evaluation reports to monitor program implementation and improve processes as needed.
- Provide technical assistance to three LEAs and providers in participating schools from the evaluation team to integrate GPRA data collection into their electronic health record (EHR), when applicable, and into their typical student and system data collection procedures.
- Collect information from various information systems that collect and report State education outcome data on bullying, suspensions, and expulsions, and other data points as needed.
- Support three LEAs in collecting Youth Risk Behavior Survey data throughout the New Hampshire Safe Schools and Healthy Students effort.
- Provide technical assistance to three LEAs and providers in participating schools around meeting, assessment process, and school behavioral health services to be provided to students, youth and families.
- Provide technical assistance to three LEAs in method(s)/process(s) for obtaining consent for participation and HIPAA authorization to participate in the evaluation and obtainment of transfer data from each youth/caregiver.
- Provide sample/template information for three LEAs and providers to use/share with youth/caregivers about the evaluation, the purpose of, degree of participation needed, potential risks and benefits of participation, confidentiality of the data and all other issues related to informed consent.
- Process for obtaining IRB approval for consent, HIPAA, and disclosure forms prior to the start of the evaluation effort.
- Provide sample consent form and assent form that details the study procedures, risks and benefits, alternatives to treatment, and participation rights and confidentiality.
- Providing security of data both electronically and in hard copy format.
- Annual Report detailing the accomplishments and challenges of the project, based on the evaluation of the project, within 30 days of the end of the twelfth (12) month of the fourteen (14) month contract period that include strategies for improvement a comprehensive overview of the project to date. The submission and acceptance of this report is required for NHDOE consideration of a two (2) year additional contract for evaluation services to be provided.

Initials PTM
Date 4/15/15

EXHIBIT B

Budget and Payment Method

General Expenses:

Budget (period ending September 30, 2017)
Account: 06-56-56-562510-88940000-102-500731

| Description of Services | FY'16 | FY'17 |
|--------------------------------|--------------|--------------|
| Project Director | \$17,000.00 | \$5,000.00 |
| Project Staff | \$159,779.00 | \$39,181.00 |
| Admin/IT | \$2,200.00 | \$1,800.00 |
| Total | \$178,979.00 | \$45,981.00 |

Limitation on Price:

Upon mutual agreement between the State Contracting Officer and the contractor, line items in this budget may be adjusted one to another, with +/- 10% of the indicated amount, but in no case shall the total budget exceed the price limitation of \$224,960.00.

Method of Payment:

Payment will be made on the basis of monthly invoices received by the 10th of the following month which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made.

Invoices will be submitted to:

Terry Stafford
NH Department of Education
Bureau of Special Education
101 Pleasant Street
Concord New Hampshire 03301

Initials PHM
Date 4/15/15

EXHIBIT C

Any document(s) developed and published, as a project of the New Hampshire State Department of Education (NHDOE), Bureau of Special Education, will recognize the NHDOE, Bureau of Special Education as a sponsor. All documents created shall be the property of the Bureau of Special Education.

Initials ptm
Date 4/15/15

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 Evergreen Evaluation & Consulting Inc. doing business in New Hampshire as Evergreen Evaluation, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on June 5, 2012. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of April, A.D. 2015

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

William M. Gardner
Secretary of State

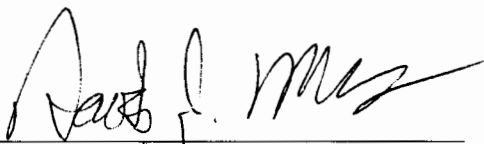
Corporate Resolution

I, David J. Merves, Secretary/Treasurer of
Evergreen Evaluation & Consulting, Inc., a corporation organized under the laws of
the State of Delaware, hereby certify that the following is a full and
true copy of a resolution adopted at a meeting of the Board of Directors of said company,
duly held on the 15th day of April, 2015:

“RESOLVED that Patricia H. Mueller is hereby authorized to
make, execute and approve on behalf of this company, any and all
contracts and to execute and approve on behalf of this company other
instruments, a part of or incident to such contracts; effective until
otherwise ordered by the Board of Directors.

AND I DO FURTHER CERTIFY that the above resolution has not been in any way
altered, amended or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affix the corporate seal of
said Evergreen Evaluation & Consulting, Inc. this 15th day of April,
2015.



Title: Secretary / Treasurer

(Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/13/2014

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

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

| PRODUCER SMITH, BELL & THOMPSON, INC P.O. BOX 2248 GRAND RAPIDS MI 49501-2248 | CONTACT NAME: CUSTOMER SERVICE CENTER PHONE (A/C, No, Ext): (866) 972-7378 FAX (A/C, No): (800) 455-9611 E-MAIL ADDRESS: BUSINESS.CUSTOMERSERVICE@FARMERSINSURANCE.COM | | | | | | | | | | | | | | |
|--|---|-------------------------------|--------|---|-------|---|-------|------------|--|------------|--|------------|--|------------|--|
| INSURED EVERGREEN EVALUATION & CONSULTING, INC. 16 BRADLEY BOW ROAD JERICHO VT 05465-136 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: FOREMOST SIGNATURE INSURANCE CO.</td> <td>41513</td> </tr> <tr> <td>INSURER B: FOREMOST PROPERTY AND CASUALTY</td> <td>11800</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: FOREMOST SIGNATURE INSURANCE CO. | 41513 | INSURER B: FOREMOST PROPERTY AND CASUALTY | 11800 | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
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| INSURER B: FOREMOST PROPERTY AND CASUALTY | 11800 | | | | | | | | | | | | | | |
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| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER: Cert ID 135799** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | Y | N | [REDACTED] | 9/5/2014 | 9/5/2015 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | Y | N | [REDACTED] | 9/5/2014 | 9/5/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> Y | N/A | [REDACTED] | 9/5/2014 | 9/5/2015 | <input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SALES, SERVICE OR CONSULTING ORGANIZATIONS - ALL OTHER / CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED IN REGARDS TO GENERAL LIABILITY BY THIS POLICY AS SUBJECT TO THE POLICY TERMS AND CONDITIONS.

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| CERTIFICATE HOLDER THE STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 PLEASANT STREET CONCORD NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
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Mission Statement

Evergreen Evaluation & Consulting, Inc. (EEC) is a woman-owned firm located in Jericho, Vermont and was founded in 1990 by Dr. Patricia Mueller.

EEC's expertise is primarily in the area of education program evaluation and professional development. EEC has conducted evaluations of State and Local Education Agency programs, Technical Assistance and Dissemination Centers and Institute of Higher Education, including their personnel preparation programs and other grants. EEC employs two full-time evaluators and doctoral level sub-contracted evaluation and research specialists to augment capacity. In addition, EEC employs a part-time administrative assistant and a part-time IT specialist. EEC is a large enough company to have several experienced evaluators, yet small enough to be highly responsive to client needs.

EEC uses a collaborative approach to program evaluation and will conduct all activities in close coordination with the client. EEC prides itself on developing timely, flexible and culturally responsive evaluation logic models and evaluation plans that provide the foundation for successfully moving a program forward to meet its goals and objectives.

Overview of Evergreen Evaluation & Consulting Inc.

EEC employs a systematic approach to evaluation that incorporates “best practice” evaluation theory and strategies. These elements are evident in all EEC projects and have been found to yield the data and information necessary for clients to make informed, data based decisions for programming purposes and to provide formative and summative reports to key stakeholders.

Theoretical Approach to Evaluation: EEC employs the strategy of ongoing, formative evaluation as a key element in making data based decisions and mid-course corrections, if warranted. To this end, EEC employs an evaluation approach that includes: *process evaluation* (quality of the content, design and delivery/implementation); *outcome evaluation* (value of outcomes); *lessons learned* (barriers/enablers, nuances, surprises, causal explanations); *overarching questions* about the value/worth of the program; and *forward/outward focused evaluation questions* (e.g., replication, sustainability, threats, opportunities) (Davidson, 2009). EEC uses a Participatory Evaluation approach that seeks input from stakeholders at multiple levels and program managers to build capacity and more accurately interpret evaluation findings (Preskill & Catsambas). In order to benefit from this approach, it is essential to have high quality data that are available in a timely manner. Bernhardt (2004) stressed that comprehensive reform activities are dependent on data that address the interactions between and among stakeholders, stakeholder perceptions, the actual intervention, and the results. EEC ensures that only the data that is “treasured” is measured.

Logic Model Development: EEC evaluators value the development of a clear, sequential logic model that demonstrates the causal linkages from the onset of the project through goal attainment. The logic model illustrates the theory of change, using program impact theory (Donaldson, 2007), by linking the project objectives with the organizations and individuals working together to achieve them, to the outputs of the project activities and, in turn, to the short-term, intermediate, and long-term outcomes associated with the project (Frechtling, 2007). EEC evaluators create draft logic models for client review and revision. When this review and revision process occurs at the beginning of a project, clients and evaluators start the work “on the same page.”

Evaluation Plan Development: Once the client and evaluators agree on the logic model or models, if there are multiple initiatives, EEC evaluators develop the evaluation plan. Typically, evaluation plans include overarching questions, critical outputs, short-term, intermediate and long-term outcomes. Evaluation plans also outline data sources, methods and timelines for collection, analysis and reporting. The client then reviews the plan for accuracy and coherence with the program goals, objectives and activities. The final plan serves as the roadmap for the evaluation and is reviewed at least annually for multi-year projects and revised as needed.

Methodology: EEC uses a mixed-methodology approach to most evaluation projects, incorporating both quantitative and qualitative strategies to collect, analyze and report data. Typical evaluations include: development of surveys, interview and observation protocols, and focus group items. Fidelity of implementation data sets and end-user outcome data are analyzed and incorporated into formative and summative reports to gauge project progress, value and effectiveness. All instruments and procedures are developed, tested, and implemented in accordance with standard evaluation protocols (Fowler, 2008; Dillman, 2008; Krueger & Casey, 2000; Ruhe and Zumbo, 2009; Wholey et. al., 2010). Instruments are created

in a collaborative manner so that EEC evaluators utilize the content expertise of project staff. EEC's philosophy is to conduct all program evaluations in a non-intrusive manner. Data collection strategies include face-to-face interviews, focus group and online/web-based methods. EEC evaluators will request access to student or client level data if warranted by the evaluation plan.

Tasks, Timeline and Management: Once the evaluation plan is in final form, EEC staff develop a task/timeline chart to manage the evaluation. Typical task/timeline charts include scheduling of ongoing meetings with clients, instrument development, data collection, data analysis, interim reports to clients and summative reporting. This process serves to keep the projects on time and on target in accordance with the client's and funding agency's expectations.

Reporting and Communication with Clients: EEC is committed to an ongoing dialogue with clients. During project start-up, we expect several face-to-face meetings with the client to develop a solid working relationship. After the initial meetings, EEC has the capacity for participation in key management team meetings via video conferencing or phone. Interim and summative reports are tailored to address the stakeholder audience(s) and delivered to the agreed upon project timelines. EEC evaluators are familiar with federal reporting requirements and assist clients in annual and final submissions of their Continuation Reports (e.g., 524B). Sample reports are available upon request.

Evaluation Ethics: EEC work is aligned with the American Evaluation Association (AEA) "Guiding Principles for Evaluators" (<http://www.eval.org>) and the Program Evaluation Standards of Utility, Feasibility, Propriety and Accuracy. All EEC project personnel are expected to conduct their work in accordance with these principles and standards.

YN 79
GCE 8/15/14



Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-338-9900

June 13, 2014

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

new
vle 225464

REQUESTED ACTION

Authorize the New Hampshire Department of Education to enter into a contract with Evergreen Evaluation and Consulting, Inc., Jericho, Vermont (Vendor Code 172191) to conduct the evaluation of the New Hampshire Safe Schools and Healthy Students Grant (SS/HS), effective August 1, 2014 or upon Governor and Council approval, whichever is later, through September 30, 2015 in an amount not to exceed \$224,960.00. 100% Federal funds.

Funding is available as with the authority to adjust encumbrances in each of the State fiscal years through the Budget office if needed and justified.

Funding is available in the account titled NH Safe School and Healthy Students pending legislative approval of the next biennial budget.

| | | |
|---------------------------------------|--------------|--------------|
| | <u>FY'15</u> | <u>FY'16</u> |
| 06-056-56-5625210-88940000-102-500731 | \$178,979.00 | \$45,981.00 |
| Contracts for Program Services | | |

EXPLANATION

The New Hampshire Department of Education received a \$8.6 million for New Hampshire's Safe Schools/Healthy Students (SS/HS) State Program Grant from the United States Department of Health and Human Services' Substance Abuse and Mental Health Services Administration (SAMHSA).

The purpose of the SS/HS State Program is to create safe and supportive schools and communities by bringing the SS/HS model to scale at the state level by building partnerships among educational, behavioral health, and criminal/justice systems.

Her Excellency Governor Margaret Wood Hassan
And the Honorable Council
Page Two
June 13, 2014

The United States Department of Health and Human Services requires a comprehensive evaluation detailed within the grant that measures short-term, intermediate and long-term outcomes and impacts of grant initiatives at both the SEA and LEA levels. The evaluation assesses the degree to which the SS/HS State Program meets its goals and objectives, as well as the established federal performance goals and objectives. The evaluation will be ongoing and formative to provide for data based decision making and planning mid-course corrections. The evaluation outcomes anticipated from this grant include: an increase in the number of children and youth who have access to behavioral health services; a decrease in the number of students who abuse substances; an increase in supports for early childhood development; improvements in school climate; and a reduction in the number of students who are exposed to violence.

The Department of Education prepared and published a Request for Proposals (RFP) "*New Hampshire Safe School and Healthy Students Project Evaluator*" in the Manchester Union Leader, for the period April 23rd, April 4th and April 25th, 2014, as well as posted on the Department website. Five (5) proposals were received by the deadline; and Evergreen Evaluation and Consulting has met the criteria of the Request for Proposals (see rubric).

Evergreen Evaluation and Consulting, Inc. is a small northeast evaluation business well versed with the evaluation of projects in the field of special education. Evergreen Evaluation and Consulting, Inc. has been the evaluator for Vermont's State Personnel Development Grant and has served as an evaluation specialist for the Northeast Regional Resource Center. Therefore, Evergreen Evaluation and Consulting, Inc., will bring to this grant the research, knowledge and expertise to conduct the following grant activities:

- Develop and review evaluation plan and logic models with grant leadership and management teams;
- Develop and implement evaluation instruments for collection of data;
- Develop data management system for tracking implementation and intervention fidelity;
- Provide training to coaches and partners on use of fidelity instruments;
- Collect baseline grant performance indicator data and student outcome data;
- Collect and analyze data on a routine basis for reporting;
- Develop system for providing feedback of data for use with decision making;
- Attend grant Management & Leadership team meetings and provide oral evaluation reports as needed;
- Provide written quarterly evaluation reports on progress towards the accomplishment of grant goals, objectives and activities.


This contract will be evaluated by the Department through monthly monitoring of the services provided. In addition, the vendor will submit reports to the Department on their progress in meeting the objectives of this contract.

The SS/HS was awarded to the NH Department of Education for three years. Therefore, we are including an option for renewal for two additional years to cover this grant commitment to accomplish the approved goals, objectives and activities.

Her Excellency Governor Margaret Wood Hassan
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Page Three
June 13, 2014

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

Respectfully submitted,


Virginia M. Barry, Ph.D.
Commissioner of Education

VMB:BJR
Attachments

NEW HAMPSHIRE STATE DEPARTMENT OF EDUCATION
BUREAU OF SPECIAL EDUCATION
101 PLEASANT STREET
CONCORD, NEW HAMPSHIRE 03301

April 18, 2014

NH Safe Schools and Healthy Students Project Evaluator

**REQUEST FOR PROPOSALS
RFP #SPED-2014-3**

Deadline for Receipt of Proposals: 4:00pm, Friday, May 16, 2014

An original and four (4) identical copies of a formal proposal shall be submitted to:

Barbara Raymond, Administrative Supervisor
Bureau of Special Education
101 Pleasant Street
Concord, New Hampshire 03301-3860
Barbara.Raymond@doe.nh.gov
Fax: (603) 271-1099

The deadline for receipt of Inquiries is 4:00pm, Wednesday, April 30, 2014. Inquiries must begin with the heading "**NH Safe Schools and Healthy Students Project Evaluator.**" The New Hampshire Department of Education (hereafter called the Department) will address written inquiries received by the deadline and, if they are determined to be vital to the competitive bidding process, a written response will be sent no later than five (5) working days after the deadline. In addition, any modifications to the specifications contained in this RFP shall be made only in writing by the NHDOE immediately following the deadline for receipt of inquiries and no other changes will be entertained after that date. Verbal agreement or instructions from any source are not authorized or binding on the State of New Hampshire (State).

All advisory committees are encouraged to distribute this Request for Proposals (RFP) to any/all qualified individuals/organizations.

Grant Award: The Department of Education (NHDOE) expects to award a fourteen (14) month contract, effective August 1, 2014 through September 30, 2015 or upon Governor & Council approval, whichever is later, to the successful applicant, with the option to review for two (2) additional years (October 1, 2015 through September 30, 2017), if services are determined to be satisfactory and submission and acceptance of an evaluation/summary of activities completed during the previous year. Unless there is a change in the plan requirements and/or services to be delivered, the cost for the contract shall not exceed \$225,000.00 for the fourteen (14) month contract.

Purpose and Priorities

The purpose of this RFP is to seek proposals and bids from individuals, agencies, or organizations to provide comprehensive project evaluation of the NH Safe Schools/Healthy Students (SS/HS) State Planning Program grant. This grant has been awarded to the NH Department of Education by the U.S. Department of Health and Human Services' Substance Abuse and Mental Health Services Administration (SAMHSA) and includes the NH Department of Health and Human Services' Bureau of

Behavioral Health, the Concord School District, the Laconia School District, and the Rochester School District. The purpose is to systematically assess the ongoing status of the SS/HS State Program by providing timely information for creating strategic plans, measuring progress, and keeping the project focused on the overall objectives. Specifically, the successful applicant will be responsible for (1) ensuring the successful local (Concord, Laconia, and Rochester) implementation of the National Evaluation of the SS/HS initiative, and (2) contributing to the success of the local implementation effort through process and outcome data collection and regular feedback of information. The project evaluation must be designed to determine achievement of the goals, objectives and outcomes of the grant and if adjustments need to be made to the project. Specifically, the project evaluator will ensure that the NH Department of Education (NHDOE) and the three Local Education Agencies' (LEAs) data goals are being met and will coordinate all data collection and implementation strategies among the SEA and the three (3) LEAs. The project evaluator will collect and submit all data to ensure efficient and confident transfer of all data and execution of data analyses and interpretation. The project evaluator will support the NHDOE and the three local school districts in authoring manuscripts for peer-reviewed publications and presentations of project findings. Priority will be given to Institutes of Higher Learning with an Institutional Review Board (IRB).

The project evaluator will provide consult and support to the NHDOE, Bureau of Special Education and the three local school districts to discuss progress on evaluation efforts and ensure that the evaluation team is meeting SS/HS requirements. The successful bidder will describe the evaluation planning process, including but not limited to how data will be collected, reported, and analyzed for the required Transformation and Accountability Center for Mental Health Services' *Transformation Accountability System (TRAC)* and *Government Performance and Results Act (GPRA)* performance measures; and how the project evaluation will support data-driven decision-making with the goal of a continuous improvement process. The evaluation plan must describe the specific strategies used to implement both process and outcome evaluations. The project evaluation must include plans for collecting the data on the required TRAC and GPRA performance measures.

Contract Period: It is anticipated that services will be provided by qualified individuals or organizations under contract service arrangement beginning August 1, 2014 through September 30, 2015. The Department anticipates that approximately \$225,000.00 will be available for the fourteen (14) month contract to the grant recipient for this project. The NHDOE reserves the option to review for two (2) additional years (October 1, 2015 through September 30, 2017) if services are determined to be satisfactory and submission and acceptance of an evaluation/summary of activities completed during the previous year.

1.0 SERVICES TO BE PROVIDED

1.1 The successful applicant will develop and implement an evaluation plan for collecting and reporting data as required by TRAC and GPRA performance measures. The successful applicant's comprehensive evaluation plan will outline method(s)/process(s) for collecting and reporting all State and local performance measures, both quantitative and qualitative (including survey development and implementation), and project process and outcomes assessment. Specifically, the evaluation plan will:

- Support the NHDOE to report quarterly on the following performance measures using the Transformation Accountability System (TRAC):
 - The number of individuals who have received training in prevention or mental health promotion.
 - The number of people in mental health, early childhood programs, schools, and related workforce trained in mental health-related practices/activities that are consistent with the goals of the grant.
 - The number of State and local policy changes completed as a result of the grant.
 - The number of organizations that entered into formal written inter/intra-organizational agreements (e.g. Memorandum of Understanding or Agreement) to improve mental health-related.

- Collect data on the following specific outcomes questions:
 - What was the effect of the strategic planning process and implementation of selected intervention(s) on key outcome goals?
 - What program/contextual/cultural factors were associated with State and LEA and local community outcomes?
 - What factors were associated with outcomes, including race/ethnicity/sexual identity (sexual orientation/gender identity) and age of the child?
 - How effectively did the project reach populations at high risk for mental, emotional, and behavioral disorders and violence?
 - What were the barriers to interagency collaboration, partnership development, and shared decision-making and how were they addressed?
 - What factors were associated with the development of the comprehensive plan?
- Include or outline a process for developing NHDOE and local district required/requested specific tools and surveys that will be used to collect data related to project outcomes. Tools and surveys must adhere to National Culturally and Linguistically Appropriate Services (CLAS) Standards.
- Be responsible for collecting, cleaning, analysis, and reporting of Child and Adolescent Needs and Strengths for Youth with Mental Health Challenges (CANS – MH) for three Local Education Agencies (LEAs) quarterly (every three months) to be transferred and reported to SAMHSA.
- Inform continuous quality improvement through CANS – MH data, use of State performance measures, and GPRA data.
- Provide aggregate data back to participating schools and the Core Management Team in each LEA on a regular basis to inform mid-course corrections in implementation of Evidence Based Practices.
- Include an established tracking system to guide school behavioral health staff to conduct follow-up assessments and will use evaluation reports to monitor program implementation and improve processes as needed.
- Provide technical assistance to three LEAs and providers in participating schools from the evaluation team to integrate GPRA data collection into their electronic health record (EHR), when applicable, and into their typical student and system data collection procedures.
- Collect information from various information systems that collect and report State education outcome data on bullying, suspensions, and expulsions, and other data points as needed.
- Support three LEAs in collecting Youth Risk Behavior Survey data throughout the NH SS/HS effort.
- Provide technical assistance to three LEAs and providers in participating schools around meeting, assessment process, and school behavioral health services to be provided to students, youth and families.
- Provide technical assistance to three LEAs in method(s)/process(s) for obtaining consent for participation and HIPAA authorization to participate in the evaluation and obtainment of transfer data from each youth/caregiver.
- Provide sample/template information for three LEAs and providers to use/share with youth/caregivers about the evaluation, the purpose of, degree of participation needed, potential risks and benefits of participation, confidentiality of the data and all other issues related to informed consent.
- Process for obtaining IRB approval for consent, HIPAA, and disclosure forms prior to the start of the evaluation effort.
- Provide sample consent form and assent form that details the study procedures, risks and benefits, alternatives to treatment, and participation rights and confidentiality.
- Providing security of data both electronically and in hard copy format.

- 1.2 The successful applicant's comprehensive evaluation plan will include participation and in the National Multi-Site Evaluation (MSE) as required by SAMHSA for the NH SS/HS.
- 1.3 The successful applicant will provide a timeline for the fourteen (14) month contract period that includes when goals and objectives will be accomplished, and when all activities will begin and end based on the SS/HS State Program framework. This timeline must include the activities that will be implemented; the resources that will be used to implement them, and the expected outcome(s) of each activity. All documents used in technical assistance activities must be submitted to the SS/HS NHDOE Project Director prior to dissemination. All documents created shall be the property of the NH SS/HS State Program.
- 1.4 The successful application will include a detailed plan for evaluating the overall effectiveness of the SS/HS State Program in meeting the grant's objectives. The plan will describe the method used to collect and analyze data specific to goals, objectives, activities and outcomes as part of an on-going measure of the effectiveness of this initiative. The method should include a description of how the results of the evaluation will inform decisions regarding possible revisions to the overall model or any of its components, e.g., training, staffing, materials, implementation, etc. The evaluation plan should take into account existing data, data to be collected in forthcoming survey administrations, and other sources of data that can provide convergent evidence of the efficacy of the project in developing, supporting, and evaluating improvement strategies. The plan will also include process assessment that evaluates the NH SS/HS increase in collaboration, coordination, and sharing across agencies serving children, adolescents, and their families and will examine the approaches that facilitate or inhibit such collaboration at the state and local level.
- 1.5 The successful applicant will explain how they will coordinate efforts of the RFP with current activities of the SS/HS State Planning Program at the state and local level. These efforts include participation in SS/HS State Management Team meetings and local Core Management Team Meetings.

2.0 REPORTING

The successful bidder shall provide the NHDOE, SS/HS Project Director or Coordinator with the following reports:

- 2.1 **Monthly Reporting:** Submittal of monthly invoices using the NHDOE, Bureau of Special Education invoice by the 10th of each month, supported by a report that reflects a summary of activities that have taken place in accordance with the terms of the contract.
- 2.2 **Annual Report:** Report detailing the accomplishments and challenges of the project, based on the evaluation of the project, within 30 days of the end of the twelfth (12) month of the fourteen (14) month contract period that include strategies for improvement a comprehensive overview of the project to date. The submission and acceptance of this report is required for NHDOE consideration of a two (2) year additional contract for evaluation services to be provided.

3.0 CONFLICTS OF INTEREST

Upon receiving a contract, the contractor(s) will inform the Department of any conflicts of interest (appearance of, or actual) involving the contracting organization and/or individual staff members (including volunteer staff) prior to accepting the assignment or while engaged in the assignment.

4.0 GENERAL REQUIREMENTS

- 4.1 Ability to coordinate with the Department to promote activities that support the NHDOE's Safe Schools and Healthy Students State Planning Program, with a high priority on:
 - 4.1.1 Data Collection, Analysis, Reporting and Transfer.
 - 4.1.2 Process Assessment that evaluates the NH SS/HS increase in collaboration, coordination, and sharing across agencies serving children, adolescents, and their families and will examine the approaches that facilitate or inhibit such collaboration.
 - 4.1.3 Promote the effort to analyze the impact of family engagement.
- 4.2 Working knowledge to create and implement an infrastructure that supports district and school wide leadership for family engagement.
- 4.3 Working knowledge to implement researched based strategies, nationally supported efforts and other successful models to promote plans for developing partnerships between districts, parents and community, including adherence National Culturally and Linguistically Appropriate Services (CLAS) Standards.
- 4.4 Expertise to develop, plan, organize and provide technical assistance and training to schools/school districts, parents and community groups that will provide the project with information to identify and meet specific unmet needs.
- 4.5 Expertise or working knowledge to promote partnerships between schools/districts, parents and family members, and State and community agencies that promote the SS/HS framework.
- 4.6 Expertise and working knowledge that model effective professional development activities including face time and web-based opportunities.

5.0 TERMS & CONDITIONS

- 5.1 The State shall not be responsible for or pay any costs incurred by the bidder in the preparation of the proposal submitted in response to this RFP.
- 5.2 The NHDOE reserves the right to seek clarification of any information contained in a proposal submitted in response to this RFP.
- 5.3 The NHDOE reserves the right to reject any and all proposals submitted in response to this RFP. In addition, the distribution of this RFP shall not commit the State to issue a contract.
- 5.4 If the NHDOE chooses to award a contract in response to this RFP, the successful bidder shall be notified by letter. The NHDOE shall then develop a contract for Governor and Council approval. The contract shall incorporate, by reference, all provisions of this RFP and the successful bidder's proposal. In preparing a contract with the successful bidder, the NHDOE reserves the right to clarify any terms and conditions contained in the proposal.
- 5.5 Public announcements or news releases pertaining to the award of a contract shall not be made until approved by the Governor and Council.
- 5.6 The State shall not be responsible for any work performed by the successful bidder prior to the effective date of a contract approved by Governor and Council.
- 5.7 All obligations of the State, including the continuance of payments under an approved contract shall be contingent upon the availability and continued appropriation of State, federal or other funds and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate or amend the contract immediately upon giving the contractor notice of such termination or amendment.

5.8 When delivering services under an approved contract, the contractor shall work under the broad supervision of the NHDOE Contracting Officer for this project.

5.9 Unless otherwise deleted or modified by mutual agreement between the State and the contractor, all general provisions contained on the Form P-37 (see **Attachment A**) shall be incorporated into the contract.

5.10 The NHDOE expects to award a contract to the successful bidder. Unless there is a change in the program requirements and/or services to be delivered, the cost for this contract shall not exceed the amount bid in response to the **Services to be Provided** section of this RFP. The successful bidder will be required to provide the Department with the following information:

- A recent financial statement, and
- A Certificate of Existence from the Secretary of State's Office

In addition, the successful bidder will need to submit a Certificate of Authority authorizing the company to do business with the State of New Hampshire, Department of Education at the time the contract is signed.

5.11 **Any information submitted as part of a bid in response to this request for proposal (RFP) (or request for bid (RFP) or request for information (RFI) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP (RFI, or RFB) will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>).** "Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to a request for proposal, bid or information, should be kept confidential as financial or proprietary information, you must specifically identify that information in a letter to the agency."

5.12 Audit

Sec. 80.26 Non-Federal audit

(a) Basic Rule. Grantees and sub grantees are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." The audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. (b) Sub grantees. State or local governments, as those terms are defined for purposes of the Single Audit Act Amendments of 1996, that provide Federal awards to a sub grantee, which expends \$300,000 or more (or other amount as specified by OMB) in Federal awards in a fiscal year, shall:

(1) Determine whether State or local sub grantees have met the audit requirements of the Act and whether sub grantees covered by OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit organizations," have met the audit requirements of the Act. Commercial contractors (private for profit and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. State and local governments should use their own procedures to ensure that the contractor has complied with laws and regulations affecting the expenditures of Federal funds.

FOR FURTHER INFORMATION REGARDING THE AFOREMENTIONED CIRCULARS, GO TO
www.whitehouse.gov/omb/grants/index.html

5.13 Debarment and Suspension

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/offer or certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offer or/contractor or any lower their participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

5.14 Copyrights

The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Department of Education purposes:

- (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or contract under a grant or subgrant; and
- (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

6.0 LIMITATIONS ON AMOUNT AND CONTRACT PERIOD

- 6.1 The Department of Education (NHDOE) expects to award a fourteen (14) month contract, effective August 1, 2014 or upon Governor & Council approval, whichever is later, to the successful applicant. Unless there is a change in the plan requirements and/or services to be delivered, the cost for the contract shall not exceed \$225,000.00 for the contract period.

7.0 Application Procedures

- 7.1 An original and four (4) identical hard copies of a formal proposal must be received at the Department no later than 4:00pm, Friday, May 16, 2014. Proposals received after this deadline will not be considered for review. Each application shall include a narrative or other directly relevant material as needed to address the areas described in 1.0 and 4.0 of the RFP.

The original documents must be submitted unbound and in such a manner as to facilitate photocopying. The maximum number of points that can be awarded for each area during the rating and selection process is shown below:

- 7.2 This documentation will be evaluated to determine if the applicant has the ability to accomplish the Services to be Provided and meets or exceeds the General Requirements. This evaluation will be based on the applicant's ability to provide evidence of the following criteria:

- 7.2.1 *Significance of Project:* Description of bidder's organization capabilities to deliver the services, including a brief description of their personal experience and/or organization/company's experience in developing and implementing a program of this type; to include references as applicable. Please identify the specific subsections of 4.0 as they are addressed (see 4.0 General Requirements) (10 points):

- 7.2.2 *Quality of Services:* Describe how you will accomplish the Services to be Provided in 1.0 of this RFP, including activities and strategies that will achieve the desired outcomes. Also identify roles, responsibilities and partners to be involved for the various activities/strategies. Please identify the subsection(s) of the Services to be Provided as you address them in your narrative. (40 points total)

- 7.2.1(a) Content knowledge, including but not limited to, knowledge expertise or working knowledge in program evaluation. Expertise or working knowledge to promote partnerships between schools/districts, parents and family members, and State and community agencies that promote the SS/HS framework;
- 7.2.2 (b) Technical Skills, including but not limited to: develop and implement research and evidence-based effective evaluation strategies that the implementation of the SS/HS framework; collaboration; expertise and working knowledge that model effective professional development activities including face time and web-based opportunities.
- 7.2.3 *Management Plan:* Provide a work-plan, timeline, milestones or benchmarks in accordance with the activities to carry out Services to be Provided in 1.0 of this RFP (10 points):
- 7.2.4 *Personnel and Partners:* Provide a listing of the individuals who will have responsibilities within this proposed project, their titles, qualifications and duties, and the amount of time each will devote to the project. Identify key partners, describe their anticipated participation and provide documentation of their commitment (10 points):
- 7.2.5 *Adequacy of Resources:* Provide a detailed budget, including budget notes/justification, which clearly explains the relationship between proposed activities and expenditures. The budget should be broken down by month (in accordance with timeline activities) for each of the fourteen (14) months and not to exceed \$225,000.00. Indirect costs may not exceed 8% (20 points):
- 7.2.6 *Evaluation Plan:* Describe your comprehensive plan for the evaluation of the proposed project's activities, effectiveness and impact (10 points).
- 7.3 In order to provide bidders with the opportunity to present a comprehensive response to the RFP, no page limit has been established. Applicants are reminded that successful applications are typically clear, concise, and well organized. It is strongly recommended that applications be organized around the elements listed in section 1.0 and further addressed in the information packet. Supplementary materials may be submitted as part of the application, however, these should be limited to items that substantively explain or expand upon information presented in the basic application. All supplementary materials should be referenced with the basic application. Four (4) sets of any supplementary material should be submitted.
- 7.4 Qualified applicants may be asked to provide the Department with additional written materials or documentation of qualifications, and may be asked to meet with Department Administrators or their designee to discuss their proposal.
- 7.5 Each bidder shall submit, along with the formal proposal, a completed/signed "Alternate W-9 Form" (see **Attachment B**).
- 7.6 Each bidder shall submit, along with the formal proposal, a completed/signed "Cover Page" (see **Attachment C**).
- 7.7 An original and four (4) identical copies of a formal proposal shall be submitted by 4:00pm, Friday, May 16, 2014

Barbara Raymond
 New Hampshire Department of Education
 Bureau of Special Education
 101 Pleasant Street
 Concord, New Hampshire 03301

8.0 Evaluation of Proposals

All proposals will be reviewed and rated by an evaluation team appointed by the Commissioner of Education. The Department shall be under no obligation to contact bidders for clarification of their proposals, but it shall reserve the right to do so at any time prior to the award of the contract(s). All proposals received by the deadline will be evaluated based on the Application Procedures outlined in this RFP.

The Department reserves the right to interview applicants with the highest average scores for their proposal, but the Department shall be under no obligation to interview applicants. If the Department conducts an interview, it will be done so by a team who will develop structured questions and scoring criteria that will clarify the applicant's ability to fulfill this RFP.

If the Department chooses to award contract(s) relative to this RFP, it shall be to the responsive and responsible bidders that receives the highest total rating as a result of the proposal evaluation and/or interview process.

Enclosures:

Attachment A: P-37 Contract Form

Attachment B: ALT W-9 Form

Attachment C: Cover Page