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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
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October 11, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to exercise a **retroactive sole source** contract amendment with the one (1) vendor bolded in the list below by increasing the Price Limitation by \$180,000 from \$3,239,901.69 to an amount not to exceed \$3,419,901.69 for the provision of Student Assistance Programing to address underage drinking among persons aged 12 to 20, and prescription drug misuse and abuse and illicit opioid misuse and abuse among persons aged 12 to 25, in high need, high risk populations in New Hampshire and extend the Completion Date from September 30, 2016 to June 30, 2018, to be effective October 1, 2016 upon Governor and the Executive Council approval. Funds are 75% Federal Funds and 25% General Funds.

This agreement was originally approved by the Governor and Executive Council on June 19, 2013, Item #135A, and subsequently amended on June 18, 2014, Item #103, June 25, 2015 (approved by the Attorney General's Office), and on July 22, 2015, Item #8.

Summary of contract amounts by vendors:

Vendor	Location	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
Milton School District	Milton	297,722.40	180,000.00	477,722.40
North Country Health Consortium	Littleton	666,239.88	0.00	666,239.88
Portsmouth School District	Portsmouth	515,000.00	0.00	515,000.00
Sanborn Regional School District	Kingston	335,000.00	0.00	335,000.00
School Administrative Unit #9 - Conway	North Conway	380,000.00	0.00	380,000.00
School Administrative Unit #43 - Newport	Newport	228,000.00	0.00	228,000.00
Seacoast Youth Services	Seabrook	435,627.41	0.00	435,627.41
Second Start	Concord	382,312.00	0.00	382,312.00
	TOTAL	\$3,239,901.69	\$180,000.00	\$3,419,901.69

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

See attachment for financial details

EXPLANATION

The Department is requesting a **retroactive, sole source** approval of this agreement. The contract was originally awarded through a competitive bid process, and was funded from a grant that ended September 30, 2016. New funding is available to allow the continued support for the established programs and prevent a lapse in services. It is important schools continue this evidence based student assistance programming being implemented in communities proven to be at high-risk of substance misuse and abuse. This vendor originally received funding to provide services to two (2) schools (one (1) middle school and one (1) high school) in the Milton School District. Funding was received through the Substance Abuse and Mental Health Services Administration's Partnership for Success II grant for a period of three years (2012-2015) with a one year no cost extension (2016) through a competitive bid process. There are no remaining options to extend services for State Fiscal Years 2017 and 2018; therefore, **sole source** approval is requested. The submission of this executed amendment document to the state by the vendor was delayed due to the time required by the school system to obtain board approval. This agreement represents one (1) of eight (8) agreements, of which seven (7) were presented to the Governor and Council on September 21, 2016. The Governor and Council letter explained that the eighth agreement was pending school board approval, and would be presented at a future Governor and Council meeting. Therefore, **retroactive** approval is requested.

This requested action seeks approval of one (1) of eight (8) agreements to provide student assistance program services for two (2) school systems in New Hampshire. With approval of this last agreement, these services will be provided to a total of 24 school systems. Seven (7) agreements were approved by the Governor and Council on September 21, 2016, Item #21.

The vendor will continue to provide Student Assistance Program services within their area schools to address underage and high-risk drinking, prescription drug misuse and abuse including opioids and illicit opioids among individuals aged twelve (12) to twenty (20). Services provided include alcohol and other drug education, individual screening, individual support sessions and group support sessions, referral to community resources as needed, parent education, and school and community campaigns to increase awareness and knowledge of substances and its impact on students, families and community members. Student Assistance Programs work collaboratively with the Department and the NH Center for Excellence to improve the quality of services to students as well as to collect data to make data driven decisions on school-based prevention programming.

Although the state has seen gains in state-level data related to consumption use among youth in middle and high school, there continues to be communities of high need where prevalence of substance misuse is higher than the state average and is increasing over time. In these communities, progress has been slower and more challenged by local conditions including limited resources, fewer opportunities, or less success in addressing substance misuse among youth. Vendors are required to contribute a 25% funding match, unless the area served exceeds the state average for free or reduced lunches. The match requirement is intended to ensure school administration buy-in and sustainability of the program once the grant funding ends. This vendor is not required to provide the 25% match.

Should Governor and Executive Council not authorize this Request, students in the two (2) school systems served by this vendor who have drug and alcohol abuse issues may not receive the support and education during critical transitional school years. Lack of these support services could result in higher prevalence rates of underage drinking and drug use as well as the misuse and abuse of prescription medication.

The Contractor was originally selected for this project through a competitive bid process.

The Contractor successfully fulfilled and achieved the performance measures (or deliverables) in the original contract. Past year outcomes include:

- A statistically significant increase in the number of students who reported their best friends would be upset or angry if they got drunk once in a while (peer disapproval measure).
- A statistically significant increase in the number of students who reported they would go to the Student Assistance Program counselor if they needed help. (trusted resource measure).
- A statistically significant increase in the number of students who reported they would let their friends and classmates know they don't use alcohol, tobacco and other drugs (self-efficacy measure).
- A statistically significant increase in the number of students who reported that the risk of alcohol or drug problems is influenced by surroundings such as home, school, and neighborhood. (perception of risk measure).

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

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

Areas served: Milton Middle and High Schools, and towns within the school district.

Source of Funds: 75% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, and 25% General Funds.

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

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner

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

**05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF
COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES
100% Federal Funds**

**CFDA # 93.243
FAIN SP019425**

Milton School District VE # 156682-B001 PO # 1032056

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Services	49153338	64,254.24	-	64,254.24
2015	102/500734	Contracts for Program Services	49153338	133,468.16	-	133,468.16
2016	102/500734	Contracts for Program Services	49153338	80,000.00	-	80,000.00
2017	102/500734	Contracts for Program Services	49153338	20,000.00	-	20,000.00
2018	102/500734	Contracts for Program Services	49153338	-	-	-
Sub Total				297,722.40	-	297,722.40

North Country Health Consortium VE # 158557-B001 PO # 1032057

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Services	49153338	143,040.68	-	143,040.68
2015	102/500734	Contracts for Program Services	49153338	140,646.20	-	140,646.20
2016	102/500734	Contracts for Program Services	49153338	117,726.00	-	117,726.00
2017	102/500734	Contracts for Program Services	49153338	26,484.00	-	26,484.00
2018	102/500734	Contracts for Program Services	49153338	-	-	-
Sub Total				427,896.88	-	427,896.88

Portsmouth School District VE # 177463-B006 PO # 1032541

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Services	49153338	155,000.00	-	155,000.00
2015	102/500734	Contracts for Program Services	49153338	125,000.00	-	125,000.00
2016	102/500734	Contracts for Program Services	49153338	80,000.00	-	80,000.00
2017	102/500734	Contracts for Program Services	49153338	20,000.00	-	20,000.00
2018	102/500734	Contracts for Program Services	49153338	-	-	-
Sub Total				380,000.00	-	380,000.00

Sanborn Regional School District VE # 154453-B001 PO # 1041177

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Services	49153338	-	-	-
2015	102/500734	Contracts for Program Services	49153338	100,000.00	-	100,000.00
2016	102/500734	Contracts for Program Services	49153338	80,000.00	-	80,000.00
2017	102/500734	Contracts for Program Services	49153338	20,000.00	-	20,000.00
2018	102/500734	Contracts for Program Services	49153338	-	-	-
Sub Total				200,000.00	-	200,000.00

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

School Administrative Unit #9 - Conway

VE # 159846-B001

PO # 1041173

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Services	49153338	-	-	-
2015	102/500734	Contracts for Program Services	49153338	100,000.00	-	100,000.00
2016	102/500734	Contracts for Program Services	49153338	80,000.00	-	80,000.00
2017	102/500734	Contracts for Program Services	49153338	20,000.00	-	20,000.00
2018	102/500734	Contracts for Program Services	49153338	-	-	-
Sub Total				200,000.00	-	200,000.00

School Administrative Unit #43 - Newport

VE # 159924-B001

PO # 1041174

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Services	49153338	-	-	-
2015	102/500734	Contracts for Program Services	49153338	60,000.00	-	60,000.00
2016	102/500734	Contracts for Program Services	49153338	48,000.00	-	48,000.00
2017	102/500734	Contracts for Program Services	49153338	12,000.00	-	12,000.00
2018	102/500734	Contracts for Program Services	49153338	-	-	-
Sub Total				120,000.00	-	120,000.00

Seacoast Youth Services

VE # 203944-B001

PO # 1032055

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Services	49153338	83,027.27	-	83,027.27
2015	102/500734	Contracts for Program Services	49153338	106,672.14	-	106,672.14
2016	102/500734	Contracts for Program Services	49153338	90,928.00	-	90,928.00
2017	102/500734	Contracts for Program Services	49153338	20,000.00	-	20,000.00
2018	102/500734	Contracts for Program Services	49153338	-	-	-
Sub Total				300,627.41	-	300,627.41

Second Start

VE #177224-B002

PO # 1032058

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Services	49153338	53,156.00	-	53,156.00
2015	102/500734	Contracts for Program Services	49153338	49,931.00	-	49,931.00
2016	102/500734	Contracts for Program Services	49153338	87,717.71	-	87,717.71
2017	102/500734	Contracts for Program Services	49153338	21,403.29	-	21,403.29
2018	102/500734	Contracts for Program Services	49153338	-	-	-
Sub Total				212,208.00	-	212,208.00
Sub Total				2,138,454.69	-	2,138,454.69

**NH DHHS STUDENT ASSISTANCE PROGRAM (SAP) CONTRACTS
SFY 2017 and SFY 2018 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
75% Federal Funds, 25% General Funds**

**CFDA # 93.959
FAIN T1010035-16**

Milton School District VE # 156682-B001 PO # 1032056

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	102/500731	Contracts for Program Services	49156502	-	80,000.00	80,000.00
2018	102/500731	Contracts for Program Services	49156502	-	100,000.00	100,000.00
Sub Total				-	180,000.00	180,000.00

North Country Health Consortium VE # 158557-B001 PO # 1032057

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	102/500731	Contracts for Program Services	49156502	105,929.00	-	105,929.00
2018	102/500731	Contracts for Program Services	49156502	132,414.00	-	132,414.00
Sub Total				238,343.00	-	238,343.00

Portsmouth School District VE # 177463-B006 PO # 1032541

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	102/500731	Contracts for Program Services	49156502	60,000.00	-	60,000.00
2018	102/500731	Contracts for Program Services	49156502	75,000.00	-	75,000.00
Sub Total				135,000.00	-	135,000.00

Sanborn Regional School District VE # 154453-B001 PO # 1041177

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	102/500731	Contracts for Program Services	49156502	60,000.00	-	60,000.00
2018	102/500731	Contracts for Program Services	49156502	75,000.00	-	75,000.00
Sub Total				135,000.00	-	135,000.00

School Administrative Unit #9 - Conway VE # 159846-B001 PO # 1041173

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	102/500731	Contracts for Program Services	49156502	80,000.00	-	80,000.00
2018	102/500731	Contracts for Program Services	49156502	100,000.00	-	100,000.00
Sub Total				180,000.00	-	180,000.00

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

School Administrative Unit #43 - Newport

VE # 159924-B001

PO # 1041174

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	102/500731	Contracts for Program Services	49156502	48,000.00	-	48,000.00
2018	102/500731	Contracts for Program Services	49156502	60,000.00	-	60,000.00
Sub Total				108,000.00	-	108,000.00

Seacoast Youth Services

VE # 203944-B001

PO # 1032055

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	102/500731	Contracts for Program Services	49156502	60,000.00	-	60,000.00
2018	102/500731	Contracts for Program Services	49156502	75,000.00	-	75,000.00
Sub Total				135,000.00	-	135,000.00

Second Start

VE #177224-B002

PO # 1032058

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	102/500731	Contracts for Program Services	49156502	75,602.00	-	75,602.00
2018	102/500731	Contracts for Program Services	49156502	94,502.00	-	94,502.00
Sub Total				170,104.00	-	170,104.00
Sub Total				1,101,447.00	180,000.00	1,281,447.00
TOTAL				3,239,901.69	180,000.00	3,419,901.69



**New Hampshire Department of Health and Human Services
Student Assistance Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #4 to the
Student Assistance Program**

This 4th Amendment to the Student Assistance Program formally known as the NH Strategic Prevention Framework Partnership for Success contract (hereinafter referred to as "Amendment Four") dated this 11 day of August, 2016, 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, and amended June 18, 2014, Item #103, June 25, 2015 by Attorney General approval, and July 22, 2015, Item #8, 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 modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services, and

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

1. Amend Form P-37, Block 1.6, to add Account Number: 05-95-49-491510-2988-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to read \$477,722.40.
4. Delete Exhibit A Amendment #1 in its entirety and replace with Exhibit A Amendment #2.
5. Delete Exhibit B Amendment #1 in its entirety and replace with Exhibit B Amendment #2.
6. Amend Standard Exhibit D by extending the end date to June 30, 2018.
7. Amend Standard Exhibit E by extending the end date to June 30, 2018.



New Hampshire Department of Health and Human Services
Student Assistance Program

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

10/11/16
Date

Katja S. Fox
Name: Katja S. Fox
Title: Director

Milton School District

9-22-16
Date

Irwin H. Sussman
Name: Irwin H. Sussman
Title: Superintendent of Schools

Acknowledgement of Contractor's signature:

State of NH, County of Strafford on 9-22-16, 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 she executed the document in the capacity indicated above.

Kathie M. Vigue
Signature of Notary Public or Justice of the Peace

Kathie M. Vigue, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: 10-1-19

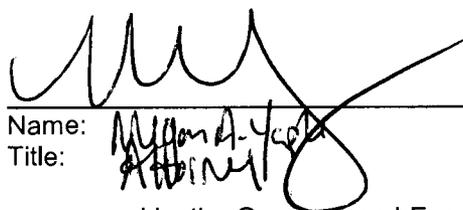


New Hampshire Department of Health and Human Services
Student Assistance Program

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

OFFICE OF THE ATTORNEY GENERAL

Date 10/20/14


Name: William A. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor will address underage drinking among persons aged 12 to 20, and prescription drug misuse and abuse and illicit opioid misuse and abuse among persons aged 12 to 25, and for 'high need, high risk' populations in the Nute Middle and High Schools, and towns within the school districts.

2. Scope of Services

The Contractor shall provide:

2.1. Individual Screening using an Evidence-Based Screening Tool.

- 2.1.1. 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.

2.2. Referral as indicated by screening.

- 2.2.1. 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.

2.3. Individual and group support sessions.

- 2.3.1. Conduct Individual Support Sessions with the purpose of crisis intervention or to motivate students to participate in the Project Success groups.
- 2.3.2. 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



Exhibit A Amendment #2

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.

2.3.3. Both the Newcomers Group and the COSAP Group shall begin operation in year one of the grant, with recruitment and facilitation of the other eight groups beginning in year two.

2.4. Parent Education.

2.4.1. Provide parent education about prescription drug use and underage drinking and binge drinking. Topics shall include developmental information including how the use of substances such as alcohol or other drugs affect the adolescent brain, 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.

2.5. Student education during transitional years.

2.5.1. Provide prevention education services during transitional years (i.e. 7th and 9th grade). Education sessions must include topics including but not limited to: being and adolescent, alcohol, tobacco and other drug information, Family Dynamics and pressures, and skills for coping with stress and life pressure. The selection of an evidence-based educational curriculum, such as Project Alert, may assist the schools in meeting this requirement.

2.6. School and community based environmental strategies.

2.6.1. 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.

2.7. Enhance services through media and marketing.

2.7.1. 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.

2.8. Conduct regular evaluation.

2.8.1. Conduct an annual pre and post all school survey at the beginning and end of each group session. 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.

2.8.2. Administer the 2017 Youth Risk Behavior Survey in the spring of 2017 and administer a whole school survey developed by the BDAS in the spring of 2018.



2.8.3. Ensure if it includes a middle school in their contract and the middle school does not conduct the middle school YRBS, it will administer a survey developed by BDAS to the 7th and 8th grades in the spring of 2017 and 2018.

2.9. Evaluate Current School Policy and move toward Best Practice School Policies.

2.9.1. 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.

2.10. Participate in the Student Assistance Learning Collaborative and other mandatory trainings.

2.10.1. Attend required Learning Collaborative and mandatory trainings.

3. Evidence-Based Core Components

3.1. 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:

3.1.1. For contractors implementing interventions from the federal registry of evidence-based practice or based on an intervention listed on such a registry, contractor shall ensure that core elements articulated within the federal registry for the intervention will be implemented with fidelity;

3.1.2. For contractors implementing interventions that are not from the federal registry of evidence-based interventions, contractor shall ensure 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.

3.1.3. All contractors are responsible to ensure core elements serve as a basis for reporting, contract compliance and for determinations of efficacy based on outcomes over time.

3.1.4. 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.

3.1.5. All contractors shall 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.

4. Staffing

4.1. The Contractor shall maintain dedicated student assistance staff that meets with the following standard:

4.1.1. 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 (CPS) status within one year of hire and if unable to obtain CPS within the one year submit a plan to BDAS with a timeline for completion.

5. Data Reporting Requirements

- 5.1. The Contractor must have the ability to communicate and submit required reports via e-mail.
- 5.2. The Contractor shall submit the following reports in formats approved and/or provided by the BDAS unit:
 - 5.2.1. Contractors shall enter and complete monthly data reporting in the 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.
 - 5.2.2. The Contractor shall submit monthly expenditure reports for reimbursement of costs associated with contract activities, by the 20th business day following the month;
 - 5.2.3. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the State.
 - 5.2.4. 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.
 - 5.2.5. 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.

6. Site Visit Requirements

- 6.1.1. The Contractor shall allow a team authorized by BDAS to conduct quarterly site reviews that will include Student Assistance Counselor(s), the Contractor or designee, and BDAS and a representative of the NH Center for Excellence if appropriate. This site visit will review the Contractor's systems of governance, administration, data collection and submission, policies for ensuring student confidentiality, 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.

9/22/16



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor \$48.00 per hour in an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.959, United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. Payment for services shall be on a cost reimbursement basis, all-inclusive rate for actual hours worked only.
4. The Contractor shall be available to provide services identified in Exhibit A, Scope of Services, as needed.
5. Payment for services shall be processed as follows:
 - 5.1 The Contractor shall submit monthly invoices for reimbursement of actual hours worked during the month, for a total of twelve (12) invoices per year. The invoice shall include the date, the hours worked, who provided the work and a brief description of the work completed in accordance with Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 5.2 Invoices described in Exhibit B, Method and Condition Precedent to Payment, Section 5.1 and reports identified in Exhibit A, Scope of Services must be submitted to:

Attn: Financial Manager
NH Department of Health and Human Services
Bureau of Drug and Alcohol Services
129 Pleasant St.
Concord, NH 03301-3857
6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
10. The Contractor agrees to keep records of their activities related to Department programs and services.
11. The Contractor agrees not to use the funding in this Agreement to replace funding for a program already funded from another source.

JK

9/24/16

CERTIFICATE OF VOTE

I, Douglas Shute, do hereby certify that:

1. I am a duly elected Chairperson of the Milton School District.

2. The following are true copies of two resolutions duly adopted at a meeting of the Milton School Board duly held on 9/14/16:

RESOLVED: That this School Board enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services,

RESOLVED: That the Superintendent of the Milton School District

is hereby authorized on behalf of this school board 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 22 day of September, 2016.

4. Irwin H. Sussman is the duly elected Superintendent of Milton School District

Douglas W. Shute
(Signature of Chairperson of the Milton School District)

STATE OF NEW HAMPSHIRE

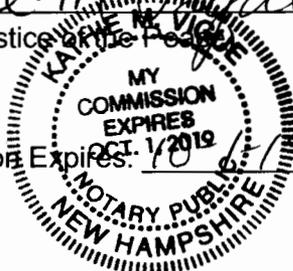
County of Strafford

The forgoing instrument was acknowledged before me this 30th day of Sept., 2016.

By Douglas Shute
(Name of Clerk of the Corporation)

Kathie M. Linnell
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 10/1/19




CERTIFICATE OF COVERAGE

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

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

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

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

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Milton School District SAU #64 18 Commerce Way, Unit #1 Milton, NH 03851	929	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) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2016	7/1/2017	Each Occurrence \$ 5,000,000
			General Aggregate \$ 5,000,000
			Fire Damage (Any one fire)
			Med Exp (Any one person)
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> Statutory \$ 5,000,000 Each Accident \$ 5,000,000 Disease – Each Employee Disease – Policy Limit
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
NH Department of Health & Human Services 129 Pleasant St Concord, NH 03301			Date: 9/22/2016 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Milton School Board of Directors

Douglas Shute, Chair
Ann Walsh
Brandy Banks
Timothy Long
Paul Steer

Michael Tursi

Education

Plymouth State University
Plymouth , New Hampshire
Certificate of Advanced Graduate Studies
Major: Educational Leadership
GPA: 4.000
Attended September 2007 to May 2008
Degree conferred May 2008

Plymouth State University
Plymouth, New Hampshire
Master of Education
Major: Education
GPA: 3.970
Attended September 1997 to May 1999
Degree conferred May 1999

Radford University
Radford, Virginia
Bachelor of Science
Major: Geology
GPA: 2.540
Attended September 1988 to May 1992
Degree conferred May 1992

Experience

Manchester School District

Jul 2010 - Present

Assistant Superintendent
Manchester, NH

Primary responsibility is to administer and direct the development and implementation of the overall PreK-12 curriculum and instructional program and overseeing professional development opportunities for teachers and administrators. Other responsibilities include acting as an instructional leader of 22 schools and primary evaluator of principals, ensuring the district/school educational objectives are aligned to standards and instructional practices that yield the highest standards for student achievement, and assisting the Superintendent in all matters as defined by the Superintendent.

Supervisor: Thomas J. Brennan, Jr., Ed.D. (603-624-6300)

Experience Type: Public School, Full-time

It is **OK** to contact this employer

Barrington School District

Jul 2006 - Jun 2010

Principal

Barrington, NH

Responsibilities included the following areas: Curriculum and Instructional Leadership, Student Personnel Management and Supervision, Staff Personnel Management and Supervision, School/Parent/Community Relations, Financial and Business Management, and School Facilities and Equipment Management.

Reason for leaving: Promotion to an Assistant Superintendent position in another district.

Supervisor: Michael Morgan (603-664-2715)

Experience Type: Public School, Full-time

It is **OK** to contact this employer

Barrington School District

Jun 2004 - Jul 2006

Assistant Principal

Barrington, NH

Primary responsibility was to assist and support the principal in the leadership and supervision of the daily operation of the school program in a manner consistent with adopted laws, regulations, policies, and procedures. Supported the maintenance of a safe, healthy, and orderly learning environment conducive to the needs and best interests of the students. Supported the creation, implementation, evaluation, and improvement of an instructional program designed to accomplish the goals and objectives approved by the school board in its effort to provide a rich educational experience for each individual student.

Reason for leaving: Promotion to Principal position.

Supervisor: Peter Warburton (603-664-2715)

Experience Type: Public School, Full-time

It is **OK** to contact this employer

Plymouth Regional High School

Sep 1998 - Jun 2004

Science Teacher

Plymouth, NH

Responsible for development and implementation of geology, oceanography, chemistry, physics, and biology curricula. Worked closely with science department to manage materials under budgetary constraints. Served as the science department's media specialist for technology integration. Worked closely with Plymouth State University science department to provide classroom observations for education majors.

Reason for leaving: Promotion to Assistant Principal in another district.

Supervisor: Bruce Parsons (603-536-1444)

Experience Type: Public School, Full-time

It is **OK** to contact this employer

Plymouth Elementary School

Sep 1997 - Jun 1998

Paraprofessional

Plymouth, NH

Assisted K-8 students with the acquisition of cross-curricular skills in both special education and self-contained classroom settings. Further responsibilities included mainstream assistance, lesson modification, and personalized instruction. Worked closely with classroom and special education teachers.

Reason for leaving: Promotion to teaching position.
Supervisor: Peter Hutchins (603-536-1152)
Experience Type: Public School, Full-time
It is **OK** to contact this employer

Appalachian Mountain Club
Environmental Education Instructor
Pinkham Notch, NH

Sep 1992 - Aug 1997

Responsible for planning and instructing wilderness trips, environmental education programs, and natural science workshops for groups of students from 3rd to 12th grade. Planning included the development of personalized science curricula, scheduling of instructors, reserving facilities, food orders, and the purchasing of outdoor gear. Instructed environmental education activities based on mountain ecosystems, safe backcountry etiquette, backpacking skills, canoeing safety, rock climbing techniques and trail work skills to groups of adolescences.

Reason for leaving: Enrolled as a full-time student in graduate school.
Supervisor: Andy Muller (603-466-2721)
Experience Type: Other, Full-time
It is **OK** to contact this employer

New England College
Adjunct Faculty
Henniker, NH

May 2009 - Jul 2010

Responsible for the developing and teaching graduate level curriculum to students enrolled in the Master of Education for Principals program. The curriculum provides the theoretical and practical skills necessary to prepare educators to become successful school leaders. Courses taught include the following: Supervision of Curriculum and Instruction, Psychology of Learning Communities, Dynamics of Education Reform and Systems Change, School Leadership, School Finance and Policy, Educational Leadership and Critical Issues, Education Technology Leadership, School Law.

Supervisor: Carlton Fitzgerald (603-428-2293)
Experience Type: Other, Part-time
It is **OK** to contact this employer

Plymouth State University
Adjunct Faculty
Plymouth, NH

Jan 2003 - Dec 2003

Responsible for developing and teaching undergraduate level earth science curriculum to students enrolled in the Bachelor of Science in Education program. Provided specialized instruction on developing lesson plans for undergraduate elementary education majors.

Reason for leaving: One year position.
Supervisor: Dr. Warren Tomkiewicz (603-535-2573)
Experience Type: Other, Part-time
It is **OK** to contact this employer

MARY E. WILSON

OBJECTIVE

To utilize excellent presentation, training, and problem solving skills in a challenging and rewarding position.

EXPERIENCE

- Models research-based effective teaching practices tied to the Common Core State Standards (CCSS).
- Aligns Mathematics and English Language Arts curriculum to the CCSS for .
- Coaches and mentors novice and veteran educators.
- Creates and provides professional development for educators on researched instructional strategies including technology.
- Identifies teachers' strengths and weaknesses and works with teachers to improve student learning.
- Analyzes data and presents results to administrators and educators in order to improve instruction.
- Created individual behavioral and academic plans to maximize student learning and recommended appropriate intervention.
- Presented at NHTM, Christie McAuliffe, and NHISTE Conferences on using research-based effective teaching practices, technology for formative assessing, and using data to improve instruction.
- Produced Focus Monitoring data analysis comparing three different school districts for SERESC.
- Produced the math department's curriculum map in Tech Paths and linked the lessons with the state's GLEs (Grade Level Expectations).
- Written local assessment items that matched depth of knowledge criteria to NECAP test items.
- Created a complete year of curricula on-line using Sakai and Moodle for five different math classes.
- Produced team's schedules.
- Created assessments using Assessment Builder to track student achievement.
- Utilized data on Performance Tracker to drive instruction, which resulted in higher than national norm data in student achievement.
- Developed procedural manuals for administrative, employee management, software application, and human resource management.
- Trainer of software applications and technology to colleagues and clients (Sakai, TechPaths, Power Teacher, Performance Tracker, Assessment Builder, Microsoft products, SPSS, CYMA Professional Accounting Systems, MediSoft, DOCS, Quickbooks, Peachtree, etc.).
- Created curricula for software application training classes.
- Published instructor's guide currently used by college faculty.
- Wrote multiple grants.
- Instrumental in piloting building and districts's new programs and procedures.

WORK HISTORY

2011 – Current	SAU18 <i>Instructional Coach</i>	Franklin, NH
2003 – 2011	Barrington School District <i>Math Teacher</i>	Barrington, NH
2001-2003	Dover School District <i>Substitute Teacher K-12</i>	Dover, NH
1999-2000	Unicomp <i>Customer Services Manager</i>	Coral Springs, FL
1997-1999	Florida Atlantic University <i>Research Assistant and Computer Consultant</i>	Boca Raton, FL
1982-1996	Compacct Support <i>Accounting Software Consultant (Owner)</i>	Southern CA
1982-1982	On Line Computer Centers <i>Accounting Specialist – Marketing Representative</i>	La Mesa, CA
1978-1982	Schmid Insulation <i>Manager, Contracts Administration</i>	San Diego, CA
1977-1978	Vu-Data <i>Assistant Controller</i>	San Diego, CA

EDUCATION

Plymouth State University Currently enrolled in CAGS	Plymouth, NH
Plymouth State University M.Ed (Honors)	Plymouth, NH
Florida Atlantic University B.A., Sociology, Women's Studies Certificate. Graduated with Honors.	Boca Raton, FL
National University Business Administration	San Diego, CA
University of Arizona Liberal Arts with Education emphasis	Tucson, AZ
Durham Business College Associate of Arts in Accounting	Tucson, AZ

DonnaMarie Currier, LICSW

Education

University of New England
Westbrook, Maine
Master of Social Work
Major: Social Work
Attended September 2002 to May 2004
Degree conferred May 2004

University of New Hampshire
Durham, New Hampshire
Bachelor of Arts
Major: English and Women Studies
Attended August 1994 to December 1997

Experience

Private Practice November 2011 to Present
Dover, New Hampshire

- Provide psychotherapy in a private office setting
- Complete assessments on individual clients
- Develop treatment plans
- Provide clinical supervision for individuals eligible for licensure

Strafford Learning Center August 2012 to June 2013
Field Worker
Somersworth, New Hampshire

School Social Worker at Farmington High School

- Provide crisis intervention and counseling to students
- Maintain a caseload of students referred through the guidance department
- Collaborate with the guidance department, nurse, administration, and teachers regarding the needs of the students
- Provide resources and referrals to youth and families

North Star Field Worker

- Provide drop out prevention and engagement services to referred students in participating districts
- Act as a liaison between the student/family and school district
- Develop alternative learning plans with student input
- Provide resources and referrals to youth and families

Strafford County Head Start August 2010 to May 2012
Family Advocate
Dover, New Hampshire

- Provide support and case management to 34 Head Start families in the Dover center
- Join with families in the development of the Family Partnership Agreement
- With direction from the family, identify long and short term goals for the family
- Ensuring the child's health, education, and mental health needs are being met through screens, assessments, and referrals
- Provide support and assistance to families in crisis situations
- Provide clinical supervision for staff eligible for social work licensure

Child and Family Services
Family Therapist
Concord, New Hampshire

November 2004 to July 2010

- Provide family therapy for families referred to the Integrated Home-based (IHB) program
- Complete Family Assessments, Treatment Plans, and Termination Reports
- Collaborate with caseworker assigned to the case regarding client and family needs
- Collaborate with JPPO or CPSW referral source
- Complete monthly reports and court reports
- Monitor client's development toward goals and report progress to referral source
- Provide MET/CBT 5 to appropriate clients with substance abuse issues
- Pager availability from Monday morning until Friday evening
- Participate with rotating weekend on-call schedule

University Health Care Counseling Program
Clinical Intern
Saco, Maine

September 2003 to May 2004

- Complete Intake and Assessments of clients
- Provide clinical therapy to adult clients in the core program
- Provide play therapy for students at the Sanford Head Start
- Maintain proper case notes for my clients in the core program and at Head Start

Health and Education Services
Clinical Intern
Newburyport, Massachusetts

September 2002 to May 2003

- Complete Intake and Assessments of clients
- Provide clinical therapy for those on my case load
- Maintain proper case notes for each client

Developmental Services of Strafford County
Assistant Program Coordinator
Dover, New Hampshire

January 2000 to August 2002

- Assist Coordinator in planning and facilitating day services for 20 developmentally disabled adults

Professional Activities

- Elected to the Milton NH School Board. March 2012
- Became a NH Medicaid Provider. November 2011
- Completed Motivational Interviewing: Advancing the Practice. April 2011
- Became a member of the National Association of Social Workers (NASW). April 2011
- Attended Motivational Interviewing Training. November 2010
- Completed Motivational Enhancement Therapy and Cognitive Behavioral Therapy Treatment for Adolescents with substance abuse issues training. April 2009
- Earned certification as a School Social Worker in New Hampshire. April 2008
- Volunteer for Seacoast Outright. November 2008
- Earned Licensure in the State of New Hampshire as an Independent Clinical Social Worker. September 2007
- Attended 6 hours of Play Therapy and Beyond: Treatment Techniques and Strategies with children and pre-adolescents training. April 2007

- Attended 8 hours of Sharpening your Leadership Skills, a University of New Hampshire Continuing Education Course. November 2001
- Attended 12 hours of Non-Violent Crisis Intervention. August 2001
- Attended 8 hours of Women in Depression, a University of New Hampshire Continuing Education course. May 2001
- Attended 32 hours of Supervision and Leadership training. May 2000

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michael J. Tursi	Superintendent	\$108,212.00	0%	\$0
Mary E. Wilson	Curriculum Coordinator	\$ 70,338.00	0%	\$0
DonnaMarie Currier	Student Assistance Counselor	\$ 51,664.00*	50%	\$ 25,832.00

* Includes 15 days in summer (both years) for preparation and attending summer workshops with students.



4V 8

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

Nicholas A. Toumpas
 Commissioner

Kathleen A. Dunn
 Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9422 1-800-852-3345 Ext. 9422
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

G&C APPROVED
 Date: 7/22/15
 Item # 8

July 1, 2015

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

*Retroactive
 Sole Source*

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into a **retroactive and sole source** amendment with the vendor identified in bold below, for the continued provision of Student Assistance Programing to address underage drinking and prescription drug misuse and abuse among individuals age twelve to eighteen years old, by increasing the price limitation by \$100,000 from \$2,156,450.69 to an amount not to exceed \$2,256,450.69, and by extending the completion date from June 30, 2015 through September 30, 2016, effective upon the date of Governor and Executive Council approval. 100% Federal funds.

This Agreement was originally approved by the Governor and Executive Council on June 19, 2013, Item #135A, and amended on June 8, 2014, Item #103. Amendment #2 was approved by the Attorney General's Office.

Vendor	Location	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SAU #9 – Conway School District	North Conway	200,000.00	0.00	200,000.00
SAU #43 – Newport School District	Newport	120,000.00	0.00	120,000.00
Sanborn Regional School District	Kingston	200,000.00	0.00	200,000.00
North Country Health Consortium	Littleton	99,840.00	0.00	99,840.00
Second Start	Concord	40,160.00	0.00	40,160.00
North Country Health Consortium	Littleton	416,100.88	0.00	416,100.88
Second Start	Concord	202,000.00	0.00	202,000.00
Seacoast Youth Services, Inc.	Seabrook	300,627.41	0.00	300,627.41
Milton School District	Milton	197,722.40	100,000.00	297,722.40
City of Portsmouth School District	Portsmouth	380,000.00	0.00	380,000.00
	Grand Total	\$2,156,450.69	\$100,000.00	\$2,256,450.69

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

Please See Attached Financial Details

EXPLANATION

This Amendment is **retroactive**. Although this contract is retroactive, the vendor has agreed that from when the contract ended on July 1, 2015 until the date of Governor and Executive Council approval of the amendment, no work will be done.

This Amendment is **sole source** because there is no renewal language in the Agreement with Milton School District. This fifteen month extension to the Agreement will allow the Department to continue these services through September 30, 2016 to complete the Student Assistance Programming project.

This requested action seeks approval of the last amendment for Student Assistance Programming to be extended to September 2016. The chart above reflects the agreements previously approved by Governor and Executive Council.

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

Approval of this Amendment will allow the Department to complete the Student Assistance Program within the Contractor's school district. The Contractor will complete a strategic plan to continue the program after the Agreements end. The Contractor will continue to conduct alcohol and other drug screenings, individual support sessions, group support sessions, and referrals to drug and alcohol treatment providers when indicated by the screening. The Contractor will provide to students and parents targeted drug and alcohol education to improve understanding of risks associated with prescription drug and underage alcohol use as well as the developmental milestones and brain development of adolescences. The Contractor will also incorporate community level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

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

This vendor was selected through a competitive bid process.

Should the Governor and Executive Council decide not to approve this request, an undetermined number of students, statewide, who have drug and alcohol abuse issues will not receive the support and education during critical transitional school years. Lack of these support services could result in higher prevalence rates of underage drinking and drug use as well as the misuse and abuse of prescription medication.

Over the past two years, the vendor has consistently and successfully met the contract deliverables on a timely basis, as determined by quarterly site visits by program staff. The following performance measures will be used to measure the effectiveness of the agreement as follows:

- Maintain 1 FTE Student Assistance Counselor per 1,000 students (prorated for schools with smaller populations).
- Utilize an evidenced based screening tool for a minimum of 4 screenings within the 15 month period.

- Ensure that the Student Assistance Counselor shall host a minimum of 4 group sessions during the 15 month period.
- Ensure that a minimum of 6 prevention education sessions are held for students in the designated grade and a minimum of three parent education sessions per the 15 month period.
- Conduct a minimum of 3 environmental strategies in the 15 month period to raise awareness of alcohol, tobacco, and other drug awareness and change school climate regarding those issues, and
- Ensure that pre and post surveys are conducted at the beginning and end of the school year and shall participate in the 2017 Youth Risk Behavior Survey.

Area to be served: Milton School District and communities in surrounding towns.

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

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

Respectfully submitted,


Kathleen A. Dunn, MPH
Associate Commissioner

Approved by: 
Nicholas A. Toumpas
Commissioner

STUDENT ASSISTANCE PROGRAM SERVICES

FINANCIAL DETAIL

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES
100% Federal Funds - FAIN# SP019425 - CFDA# 93.243

SAU #9 - Conway School District				Vender# 159846-B001	Contract #	1041173
State Fiscal Year	Class / Account	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Svcs	49153338	-	-	-
2015	102/500731	Contracts for Program Svcs	49153338	100,000.00	-	100,000.00
2016	102/500731	Contracts for Program Svcs	49153338	80,000.00	-	80,000.00
2017	102/500731	Contracts for Program Svcs	49153338	20,000.00	-	20,000.00
Sub total				\$200,000.00	\$0.00	\$200,000.00

SAU #43 - Newport School District				Vender# 159924-B001	Contract #	1041174
State Fiscal Year	Class / Account	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Svcs	49153338	-	-	-
2015	102/500731	Contracts for Program Svcs	49153338	60,000.00	-	60,000.00
2016	102/500731	Contracts for Program Svcs	49153338	48,000.00	-	48,000.00
2017	102/500731	Contracts for Program Svcs	49153338	12,000.00	-	12,000.00
Sub total				\$120,000.00	\$0.00	\$120,000.00

Sanborn Regional School District				Vender# 154453-B001	Contract #	1041177
State Fiscal Year	Class / Account	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Svcs	49153338	-	-	-
2015	102/500731	Contracts for Program Svcs	49153338	100,000.00	-	100,000.00
2016	102/500731	Contracts for Program Svcs	49153338	80,000.00	-	80,000.00
2017	102/500731	Contracts for Program Svcs	49153338	20,000.00	-	20,000.00
Sub total				\$200,000.00	\$0.00	\$200,000.00

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

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

North Country Health Consortium				Vender# 158557-B001	Contract #	1032057
State Fiscal Year	Class / Account	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Svcs	49153338	143,040.68	-	143,040.68
2015	102/500734	Contracts for Program Svcs	49153338	140,646.20	-	140,646.20
2016	102/500734	Contracts for Program Svcs	49153338	105,930.00	-	105,930.00
2017	102/500734	Contracts for Program Svcs	49153338	26,484.00	-	26,484.00
Sub total				\$416,100.88	\$0.00	\$416,100.88

STUDENT ASSISTANCE PROGRAM SERVICES

FINANCIAL DETAIL

Second Start		Vender# 177224-B002			Contract # 1032058	
State Fiscal Year	Class / Account	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Svcs	49153338	53,156.00	-	53,156.00
2015	102/500734	Contracts for Program Svcs	49153338	54,342.00	-	54,342.00
2016	102/500734	Contracts for Program Svcs	49153338	75,602.00	-	75,602.00
2017	102/500734	Contracts for Program Svcs	49153338	18,900.00	-	18,900.00
Sub total				\$202,000.00	\$0.00	\$202,000.00

Seacoast Youth Services, Inc		Vender# 203944-B001			Contract # 1032055	
State Fiscal Year	Class / Account	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Svcs	49153338	83,027.27	-	83,027.27
2015	102/500734	Contracts for Program Svcs	49153338	117,600.14	-	117,600.14
2016	102/500734	Contracts for Program Svcs	49153338	80,000.00	-	80,000.00
2017	102/500734	Contracts for Program Svcs	49153338	20,000.00	-	20,000.00
Sub total				\$300,627.41	\$0.00	\$300,627.41

Milton School District		Vender#156682-B001			Contract # 1032056	
State Fiscal Year	Class / Account	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Svcs	49153338	64,254.24	-	64,254.24
2015	102/500734	Contracts for Program Svcs	49153338	133,468.16	-	133,468.16
2016	102/500734	Contracts for Program Svcs	49153338	-	80,000.00	80,000.00
2017	102/500734	Contracts for Program Svcs	49153338	-	20,000.00	20,000.00
Sub total				\$197,722.40	\$100,000.00	\$297,722.40

City of Portsmouth School District		Vender# 177463-B006			Contract # 1032541	
State Fiscal Year	Class / Account	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102/500734	Contracts for Program Svcs	49153338	155,000.00	-	155,000.00
2015	102/500734	Contracts for Program Svcs	49153338	125,000.00	-	125,000.00
2016	102/500734	Contracts for Program Svcs	49153338	80,000.00	-	80,000.00
2017	102/500734	Contracts for Program Svcs	49153338	20,000.00	-	20,000.00
Sub total				\$380,000.00	\$0.00	\$380,000.00
Grand Total				\$2,156,450.69	\$100,000.00	\$2,256,450.69



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

This third Amendment to the NH Strategic Prevention Framework Partnership for Success contract (hereinafter referred to as "Amendment #3") dated May 22, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and 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 approved by the Governor and Executive Council on June 19, 2013, (Item # 135A) (hereinafter referred to as "Contract"), and amended by an Agreement (Amendment #1 to the Contract) approved by Governor and Executive Council on June 18, 2014 (Item #103), and (Amendment #2) pending Attorney General approval, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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

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

WHEREAS the Department and the Contractor agree to extend the program by fifteen (15) months and increase the price limitation; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: September 30, 2016.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$297,722.40.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Eric Borrin, Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, to read: (603) 271-9558.
5. Delete in its entirety, Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
6. Delete in its entirety, Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
7. Add Exhibits B-2 and B-3.
8. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
9. Amend Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification, by extending the end date to September 30, 2016.
10. Amend Standard Exhibit E, Certification Regarding Lobbying, Contract Period, by extending the end date to September 30, 2016.
11. Add Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.



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

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

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

State of New Hampshire
Department of Health and Human Services

6/18/15
Date

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

Milton School District

June 17, 2015
Date

Michael J. Tursi
NAME Michael J. Tursi
TITLE Superintendent

Acknowledgement:

State of New Hampshire County of Strafford on June 17, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Kathie M. Vigue
Signature of Notary Public or Justice of the Peace



Kathie Vigue, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 10-1-19

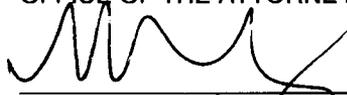


**New Hampshire Department of Health and Human Services
NH Strategic Prevention Framework Partnership for Success II**

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

OFFICE OF THE ATTORNEY GENERAL

Date 4/25/15


Name: Megan A. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Scope of Services

1. General Provisions

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



2. Minimum Standards of Core Services

A) Contractors Minimum Required Services and Performance Measures

- 1) Dedicated staff
The Contractor shall maintain dedicated student assistance staff that meets with the following standards:
 - i) There must be one full time equivalent staff person to every 1,000 students. This can be prorated for schools serving less than 1,000 students. If the school is under 1,000 students the staff person must be available a minimum of two days per week, and cannot serve more than two buildings or campuses. The student assistance counselor must be able to obtain Certified Prevention Specialist status within one year, and must be license eligible by the end of the second year of funding.
- 2) Individual Screening using 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. 7th and 9th grade). Education sessions must include topics including but not limited to: being and adolescent, alcohol, tobacco and other drug information, Family Dynamics and pressures, and skills for coping with stress and life pressure. The selection of an evidence based educational curriculum, such as Project Alert, may assist the schools in meeting this requirement.
- 7) School and community based environmental strategies.
 - i) The contractor shall conduct a minimum of three school/community centered environmental strategies each year of funding. The contractor may utilize existing groups and programs to enhance and meet this requirement.

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



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

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



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



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A, Scope of Services as follows:
 - 2.1. 93.243 United States Department of Health and Human Services, Substance Abuse and mental Health Services Administration, Strategic Prevention Framework Partnership for Success II Grant
 - 2.2. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. Payment for contracted services will be made cost reimbursement basis only, for allowable expenses, in accordance with Exhibit B-1 Amendment #1, Exhibit B-2 and Exhibit B-3.
4. Payment for said services shall be made as follows: The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

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

5. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment, limited to the budgets, Exhibit B-1 Amendment #1, Exhibit B-2 and Exhibit B-3, to adjust amounts within the budgets and between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

Handwritten initials in a circular scribble.



SPECIAL PROVISIONS

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Handwritten initials 'nu' in a circle, positioned above a horizontal line.



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

June 17, 2015
Date


Name: Michael J. Tursi
Title: Superintendent

Exhibit G

Contractor Initials



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



Nicholas A. Toumpas
Commissioner

Eric D. Borrin
Director



STATE OF NEW HAMPSHIRE



DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF BUSINESS OPERATIONS

BUREAU OF CONTRACTS & PROCUREMENT

129 PLEASANT STREET, CONCORD, NH 03301-3857

603-271-9558 1-800-852-3345 Ext. 9558

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

June 15, 2015

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

Dear Attorney Yaple,

Please review the attached amendment between the Department of Health and Human Services, Division Community Based Care Services, Bureau of Drug and Alcohol Services and Milton School District, (Vendor #156682 B001), 18 Commerce Way, Unit 1, Milton, NH 03851. The Contractor provides Evidence Based Student Assistance Programing to reduce underage drinking and prescription drug abuse among 12-18 year olds. This contractor requested adjustments to line item amounts within the State Fiscal Year 2015 budget, within the price limitation, to realign the budget expenditures. The Governor and Executive Council approved the original agreement on June 19, 2013 (Item #135A), and a subsequent amendments on June 18, 2014 (Item #103). This is a zero cost amendment. 100% Federal Funds.

The following language was added as Exhibit B Amendment #1, paragraph 1 in the contract amendment approved on June 18, 2014, (Item #103) that reads:

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

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

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

EXPLANATION

Milton School District has requested a budget revision for the following reason: The salary and benefits expenses are less than budget projections due to over estimating the amount of work for the summer of 2014 and implementation of an insurance buy-out for school year 2013 and 2014. Also there are less board expenses than budgeted. The Bureau of Drug and Alcohol approved using the unspent funding in salary/benefits and board expenses to purchase iPad, camera, furniture, and fixtures for office and program use.

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

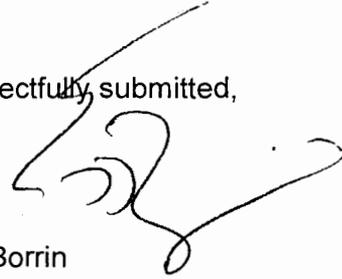
Area Served: Milton School District

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

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

Respectfully submitted,

Eric Borrin

A handwritten signature in black ink, appearing to read 'Eric Borrin', is written over the typed name. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

G4C APPROVED
6/25/15 by AG


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

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Milton School District Contract**

This second Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II contract (hereinafter referred to as "Amendment #2") dated April 28, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and 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 approved by the Governor and Executive Council on June 19, 2013, (Item # 135A) (hereinafter referred to as "Contract"), and amended by an Agreement (Amendment #1 to the Contract) approved by Governor and Executive Council on June 18, 2014 (Item #103), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and to the Exhibit B of the Amendment #1, paragraph #1 a., which states, notwithstanding paragraph 18 of the P-37, an amendment limited to the Budgets, to adjust line item amounts within the budgets and to adjust amounts between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Department agree to adjust line item Budget amounts in State Fiscal Year 2015, within the price limitation.

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Delete in its entirety, Exhibit B-1 Amendment #1 for the Budget Period SFY July 1, 2014 to June 30, 2015 and replace with Exhibit B-1 Amendment #2 for the Budget Period July 1, 2014 to June 30, 2015.

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



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

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

State of New Hampshire
Department of Health and Human Services

6/18/15
Date

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

Milton School District

June 16, 2015
Date

Michael J. Tursi
NAME Michael J. Tursi
TITLE Superintendent

Acknowledgement:

State of New Hampshire, County of Strafford on June 16th, 2015 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Kathie M. Vigue
Name and Title of Notary or Justice of the Peace

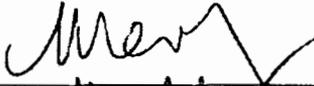

New Hampshire Department of Health and Human Services
NH Strategic Prevention Framework Partnership for Success II



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

OFFICE OF THE ATTORNEY GENERAL

Date 4/28/15


Name: Megan A. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



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

Bureau of Drug and Alcohol Services

Nicholas A. Toumpas
 Commissioner

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

Diane Langley, Director
 Sheri Rockburn, Director

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

May 29, 2014

G&C Approved

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

Date 6/18/14
 Item # 103

REQUESTED ACTION

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

Summary of SFY 14 contracted amounts by vendor:

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

Summary of SFY 15 contracted amounts by vendor

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

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

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

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

EXPLANATION

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

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

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

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

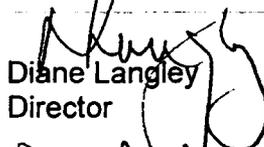
Areas served: Keene State and Franklin Pierce College and surrounding communities;
 Seabrook Middle School, Hampton Academy; and
 Milton School District.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 29, 2014
Page 3 of 3

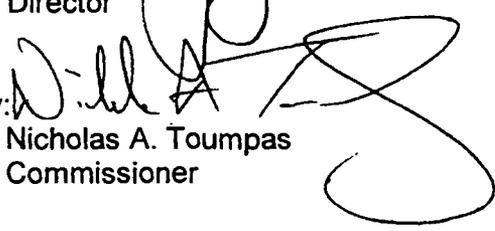
Source of Funds: 100% Federal Funds from Substance Abuse and Mental Health Services Administration's Strategic Prevention Framework Partnership for Success II grant.

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

Respectfully submitted,



Diane Langley
Director

Approved by: 
Nicholas A. Toumpas
Commissioner

G74 C APPROVED
6/19/14 #103

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

State of New Hampshire
Department of Health and Human Services
Amendment #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 Stafford 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

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 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:



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

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
 Commissioner

Nancy L. Rollins
 Associate Commissioner

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

June 6, 2013

G&C Approved

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

Date 6/19/13
 Item # 135 A

REQUESTED ACTION

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

Summary of contracted amounts by vendor:

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

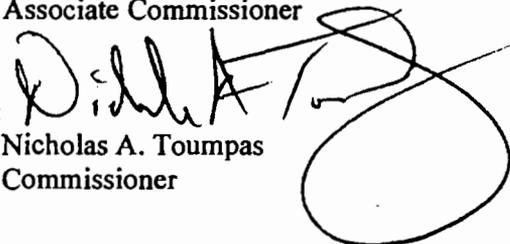
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

Financial Detail

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

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

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

Milton School District (Vendor # 156682-B001)

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

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

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

Second Start, Inc. (177224-B002)

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

City of Portsmouth School District (177463-B006)

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

Subject: NH Strategic Prevention Framework Partnership for Success II

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Bureau of Drug and Alcohol Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name 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>strafford</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] <u>Rathie M. Vigue</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Rathie M. Vigue</u> Notary Public			
1.14 State Agency Signature <u>Nancy L. Rollins</u>		1.15 Name and Title of State Agency Signatory <u>NANCY ROLLINS</u> <u>ASST. COMMISSIONER</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>Jeanne P. Herrick, Attorney</u> On: <u>7 JUN. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



Scope of Services

1. General Provisions

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



2. Minimum Standards of Core Services

A) Contractors Minimum Required Services and Performance Measures

1) Dedicated staff

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

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

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**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

AM

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.



Handwritten signature and initials, possibly reading "J. M. [unclear]" and "i.k.l.iz".

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. M. A. P.

6/5/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

**CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

 _____
(Contractor Representative Signature) Jay McIntire, Superintendent
(Authorized Contractor Representative Name & Title)

Milton School District _____
(Contractor Name) 6/5/13
(Date)